



— Clerk's Office —

NOTICE:

The City of Indianola is committed to the safety of our community and our organization. We understand that many in our community may have questions of the City, but who also may be nervous about attending gatherings such as a City Council meeting due to the COVID-19 Pandemic.

For those who do not wish to attend the meeting in person, the City of Indianola is currently hosting its meetings virtually at https://www.youtube.com/channel/UCCwqdy2irWQILB_1QzcVrdw

You may also view the meeting via a zoom webinar (Password: 157641):
<https://us02web.zoom.us/j/89556222058?pwd=RGoxM0ZUTzI1aVRUcE9wQlBpck1Rdz09>

Webinar ID: 895 5622 2058 Passcode: 757641

Or iPhone: 1-646-558-8656, 89556222058#, 0#, 757641# or 1-301-715-8592, 89556222058#, 0#, 757641#

Or Telephone Dial: 1-646-558-8656 or 1-301-715-8592 or 1-312-626-6799 or 1-669-900-9128 or 1-253-215-8782 or 1-346-248-7799

If you have a question or would like to submit a public comment, but are unable to attend the City Council meeting due to concerns about COVID-19, please do one of the following:

- Call 515-962-5240 immediately before the public comment or public hearing;
- Submit an electronic public comment form by visiting our website at <http://www.indianolaiowa.gov/Public-Comment>
- Submit the form on page five (5) of the packet to:

City Clerk's Office
110 N 1st Street
Indianola, IA
50125

(May be dropped off at the Police Station – south entrance)

Forms received by 4:00 p.m. on the day of the meeting will be distributed to the City Council prior to the meeting. Comments received after the deadline will be sent to the City Council as soon as possible.

The City of Indianola is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required, please contact the Clerk's office at least 48 hours in advance at 515-961-9410 or email cityclerk@indianolaiowa.gov to have reasonable accommodations provided.

Thank you for your cooperation, patience and understanding.

- The City of Indianola



CITY OF INDIANOLA COUNCIL MEETING

February 1, 2021

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. **Page 5** Open Forum (Public comment)
5. Consent
 - A. Approval of agenda
 - B. **Page 7** Claims on the computer printout for February 1, 2021.
 - C. **Page 17** January 19, 2021 Minutes.
 - D. **Setting Dates for Future Public Hearings**
 1. **Page 22** Resolution setting a Public Hearing on the maximum property tax dollars for the City of Indianola's FY22 budget.
 2. **Page 25** Resolution ordering construction of certain public improvements and fixing a date for hearing and taking of bids. (Moats Park Restrooms)
 3. **Page 29** Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.
 - E. **Applications**
 1. **Page 41** Consideration of a renewal Class C liquor license with outdoor service and Sunday sales privileges for Rominger Family LLC, DBA On the Rocks, located at 100 N Howard Street.
 2. **Page 42** Consideration of a renewal Class C Liquor License with Sunday sales privileges for Deng's Garden of Indianola, located at 312 N Jefferson Way.
 - F. **Page 43** Approval of Pay Application No 8 from Vanderpool Construction, Inc for the Quail Meadows 3 Lift Station and Sewer Improvements project in the amount of \$55,121.09.
 - G. **Page 48** Second consideration of an Ordinance amending Chapter 151 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Residential Code.
 - H. **Page 52** Approval of Urban Revitalization Designations.

- I. **Page 53** Resolution approving easements to allow construction of the Trunk Sewer project.
- J. **Page 180** Resolution approving the purchase of a 2021 Ford Explorer Utility vehicle for the Police Department in an amount not to exceed \$32,917.00.
- K. **Page 184** Resolution approving salaries.
- 6. Council Reports
 - A. **Page 186** Consideration of the appointment of Jim Lindsley to serve on the Fine Arts and Beautification Commission for a term beginning immediately and ending on July 1, 2023.
- 7. Mayor's Report — Pam Pepper
 - A. Community Update
- 8. Public Consideration
 - A. Old Business
 - 1. **Page 189** Resolution approving a Memorandum of Agreement between the City of Indianola and Warren County for temporary storm sewer repair work within the Square.
 - 2. **Page 195** Public Hearing on an application for a State Revolving Fund loan.
 - 3. **Page 205 Pre-Levy Authorization for 2021 GO Bond Series**
 - a. **Page 213** Public Hearing on the authorization of a loan agreement and the issuance of capital loan notes.
 - b. **Page 214** Resolution instituting proceedings to take additional action for the issuance of not to exceed \$7,500,000 general obligation capital loan notes.
 - c. **Page 215** Resolution authorizing the issuance of \$6,755,000 General Obligation Capital Loan Notes, Series 2021, and levying a tax for the payment thereof.
 - 4. **Page 223** Resolution adopting the 2021 City of Indianola Supplement to the Statewide Urban Design and Specifications (SUDAS).
 - B. New Business
 - 1. **Page 268** Resolution approving a one-year farm lease with MZ Grain, LLC for the City Farm site.
 - 2. **Page 283** Resolution appointing the City of Indianola representation to the Warren County Joint 911 Service Board.
- 9. Other Business
 - A. City Manager's Report — Ryan Waller
 - 1. **Page 285** Discussion and direction regarding civic funding requests and stormwater fees for the Fiscal Year 22 budget.
 - 2. **Page 286** Presentation regarding the rental inspection program.

3. **Page 287** Receive and file correspondence from the January 15 and 22, 2021 weekly updates from City Manager, Ryan Waller.

10. Adjourn

Meeting Date: 02/01/2021

Subject

Open Forum (Public comment)

Information

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

(Indianola City Council Rules of Procedure)

Fiscal Impact

Attachments

Public Comment Form



CITY OF INDIANOLA PUBLIC COMMENT FORM

If you would like to address the Council during Open Forum (aka Public Comment) or during a Public Hearing, please complete and return this form to the Deputy City Clerk.

Electronic submissions will be distributed to the Mayor and Council. Citizens attending the meeting will be called to the podium to speak.

Please complete the following information:

Your Name: _____

Your Address: _____

Organization (if applicable): _____

City Council Meeting Date: _____

Agenda Item or topic if not on the agenda: _____

Comment: _____

Open Forum

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(Indianola City Council Rules of Procedure)

Subject

Claims on the computer printout for February 1, 2021.

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	01/18/2021	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER MONTHLY CLEANING	01/18/2021	1,525.00	PARK & RECREATI
Total A 6FT GEEK LLC:			5,625.00	
ACE HARDWARE				
ACE HARDWARE	SHOP SUPPLIES	01/14/2021	92.97	ROAD USE TAX FU
Total ACE HARDWARE:			92.97	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	REPAIR	12/31/2021	123.00	POLICE FUND
Total ADAMS DOOR COMPANY INC.:			123.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	BOILER REPAIR	01/18/2021	419.99	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			419.99	
ALLSUP, PAT				
ALLSUP, PAT	CELL PHONE	01/15/2021	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	EASTER EGG HUNT CANDY	01/11/2021	77.98	PARK & RECREATI
AMAZON CAPITAL SERVICES	CASE FOR TABLETS (SIGN DATA COLLECTI	01/21/2021	59.83	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	SPARE LAPTOP POWER CABLES	01/22/2021	107.50	GENERAL FUND
AMAZON CAPITAL SERVICES	COMPUTER HARDWARE	01/14/2021	30.23	POLICE FUND
Total AMAZON CAPITAL SERVICES:			275.54	
AMERICAN SOCIETY OF COMPOSERS				
AMERICAN SOCIETY OF COMP	PERMIT 1-1-21 TO 8-14-21	07/20/2020	9.40	GENERAL FUND
Total AMERICAN SOCIETY OF COMPOSERS:			9.40	
AUBERT'S TOWING				
AUBERT'S TOWING	ABANDONED TOW	12/07/2020	160.00	POLICE FUND
AUBERT'S TOWING	ABANDONED TOW	12/01/2020	160.00	POLICE FUND
AUBERT'S TOWING	ABANDONED TOW	12/07/2020	160.00	POLICE FUND
Total AUBERT'S TOWING:			480.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - CITY MANAGER	02/01/2021	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - HR	02/01/2021	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	02/01/2021	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	02/01/2021	28.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	02/01/2021	19.00	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - P&R	02/01/2021	29.49	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	02/01/2021	21.94	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	02/01/2021	29.94	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	02/01/2021	50.92	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	02/01/2021	46.41	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	02/01/2021	399.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	02/01/2021	139.63	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	02/01/2021	12.39	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	02/01/2021	70.24	AMBULANCE FUN
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			877.88	
BABCOCK, ROSEMARY				
BABCOCK, ROSEMARY	PATIENT OVERPAID RESPONSIBILITY	05/13/2019	112.00	AMBULANCE FUN
Total BABCOCK, ROSEMARY:			112.00	
BARCO MUNICIPAL PROD INC				
BARCO MUNICIPAL PROD INC	SIGN BANDINGS	01/14/2021	276.79	ROAD USE TAX FU
Total BARCO MUNICIPAL PROD INC:			276.79	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL SERVICES	12/25/2020	1,680.00	GENERAL FUND
BRICK GENTRY P.C.	DEC 2020 PROSECUTIONS	12/25/2020	1,545.00	GENERAL FUND
BRICK GENTRY P.C.	UNION NEGOTIATIONS	12/25/2020	405.00	POLICE FUND
Total BRICK GENTRY P.C.:			3,630.00	
BROADCAST MICROWAVE SERVICES				
BROADCAST MICROWAVE SER	COMPUTER HARDWARE	01/19/2021	312.00	POLICE FUND
BROADCAST MICROWAVE SER	COMPUTER HARDWARE	01/19/2021	8,181.30	POLICE FUND
BROADCAST MICROWAVE SER	COMPUTER HARDWARE	01/19/2021	6,080.87	POLICE FUND
BROADCAST MICROWAVE SER	CREDIT-REVISED PRICE	09/27/2019	680.40	POLICE FUND
Total BROADCAST MICROWAVE SERVICES:			13,893.77	
BROADCAST MUSIC INC				
BROADCAST MUSIC INC	PERMIT 2021	01/02/2021	364.00	GENERAL FUND
Total BROADCAST MUSIC INC:			364.00	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE	01/13/2021	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
CELLULAR ADVANTAGE INC				
CELLULAR ADVANTAGE INC	MIFI FOR CAMERA VAN	11/19/2020	59.99	SEWER FUND
Total CELLULAR ADVANTAGE INC:			59.99	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES FOR SHOP	01/13/2021	72.41	PARK & RECREATI
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES FOR SHOP	01/19/2021	94.26	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			166.67	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	EXTERMINATOR	01/13/2021	150.00	GENERAL FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			150.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CINTAS CORPORATION				
CINTAS CORPORATION	FIRST AID KIT	01/14/2021	30.39	ROAD USE TAX FU
CINTAS CORPORATION	LENS/SCREEN WIPES	01/14/2021	9.24	PARK & RECREATI
Total CINTAS CORPORATION:			39.63	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	SEALING RING	01/13/2021	2.83	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			2.83	
CONFLUENCE INC.				
CONFLUENCE INC.	CONSULTING FOR CODE UPDATES	01/07/2021	1,215.00	GENERAL FUND
Total CONFLUENCE INC.:			1,215.00	
CONTINENTAL RESEARCH CORP				
CONTINENTAL RESEARCH CO	SIGN MAINTENANCE	09/03/2020	278.00	ROAD USE TAX FU
Total CONTINENTAL RESEARCH CORP:			278.00	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	12/23/2020	537.50	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			537.50	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	DEC 7 CC MINUTES	01/19/2021	418.67	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1650	01/19/2021	40.37	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1649	01/19/2021	34.71	GENERAL FUND
DES MOINES REGISTER MEDIA	PUBLIC HEARING SRF LOAN	01/19/2021	53.75	GENERAL FUND
DES MOINES REGISTER MEDIA	NUISSANE ABATEMENT	01/19/2021	96.46	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			643.96	
DIVERSIFIED INSPECTIONS INC				
DIVERSIFIED INSPECTIONS IN	INSPECTION ON WPC MAINTAINER TRUCK	01/14/2021	320.00	SEWER FUND
Total DIVERSIFIED INSPECTIONS INC:			320.00	
DRAKE UNIVERSITY				
DRAKE UNIVERSITY	LEADERSHIP PROGRAM	01/22/2021	5,749.50	ROAD USE TAX FU
Total DRAKE UNIVERSITY:			5,749.50	
DRAKE, RISE A.				
DRAKE, RISE A.	PATIENT OVERPAID RESPONSIBILITY	06/18/2021	111.49	AMBULANCE FUN
Total DRAKE, RISE A.:			111.49	
EVIDENT INC				
EVIDENT INC	DETECTIVE SUPPLIES	12/29/2020	162.50	POLICE FUND
Total EVIDENT INC:			162.50	
EXTINGUISHER COMPANY, THE				
EXTINGUISHER COMPANY, THE	ANNUAL EXTINGUISHER INSPECTION	01/13/2021	183.25	ROAD USE TAX FU
EXTINGUISHER COMPANY, THE	ANNUAL FIRE EXTINGUISHER INSPECTION	01/13/2021	94.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
EXTINGUISHER COMPANY, THE	ANNUAL FIRE EXTINGUISHER INSPECTION	01/13/2021	62.00	GENERAL FUND
EXTINGUISHER COMPANY, THE	ANNUAL EXTINGUISHER INSPECTION	01/13/2021	191.25	PARK & RECREATI
EXTINGUISHER COMPANY, THE	ANNUAL EXTINGUISHER INSPECTION	01/13/2021	123.50	POOL (MEMORIAL)
Total EXTINGUISHER COMPANY, THE:			654.00	
FORMATION GROUP				
FORMATION GROUP	MUNI BLDG STUDY, PART 3	12/31/2020	3,510.00	CAPITAL PROJECT
Total FORMATION GROUP:			3,510.00	
GIFTS GALORE				
GIFTS GALORE	EGG HUNT EGGS	01/08/2021	185.00	PARK & RECREATI
Total GIFTS GALORE:			185.00	
GILLIAM, CAROL M.				
GILLIAM, CAROL M.	PATIENT OVERPAID RESPONSIBILITY	11/06/2019	108.98	AMBULANCE FUN
Total GILLIAM, CAROL M.:			108.98	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE	01/11/2021	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	KADING CLAIM EXPENSE	12/30/2021	1,602.45	CITY LIAB INS RES
Total IA COMMUNITIES ASSURANCE POOL:			1,602.45	
INDIANAPOLIS INDUSTRIAL PRODUCTS INC				
INDIANAPOLIS INDUSTRIAL PR	MATT JACK AIR BAG PRESSURE GAUGE	01/15/2021	67.00	FIRE FUND
Total INDIANAPOLIS INDUSTRIAL PRODUCTS INC:			67.00	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPER CUT & CONN	01/20/2021	3,302.60	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,302.60	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFETY	CONTRACT	01/05/2021	606.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			606.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	01/12/2021	316.80	SEWER FUND
Total IOWA ONE CALL:			316.80	
JV TRUCKING LLC				
JV TRUCKING LLC	TRACTION SAND	01/25/2021	871.36	ROAD USE TAX FU
Total JV TRUCKING LLC:			871.36	
KARL CHEVROLET				
KARL CHEVROLET	EQUIPMENT	12/29/2020	450.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total KARL CHEVROLET:			450.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	01/13/2021	1,420.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,420.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	01/26/2021	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
KNUTSON TREE SERVICE				
KNUTSON TREE SERVICE	ASH TREE REMOVAL	01/21/2021	5,950.00	PARK & REC SPEC
Total KNUTSON TREE SERVICE:			5,950.00	
KONICA MINOLTA BUSINESS SOLUTIONS				
KONICA MINOLTA BUSINESS S	DOCRECORD	08/27/2020	16,400.00	GENERAL FUND
Total KONICA MINOLTA BUSINESS SOLUTIONS:			16,400.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	VEHICLE REPAIRS	01/06/2021	19.18	ROAD USE TAX FU
Total LAWSON PRODUCTS:			19.18	
LUNDE, SEAN				
LUNDE, SEAN	UNIFORM BOOTS	01/19/2021	128.39	FIRE FUND
LUNDE, SEAN	REIMBURSEMENT ATHLETIC CTR	01/19/2021	15.00	FIRE FUND
Total LUNDE, SEAN:			143.39	
MATHEWS, CHRISSY				
MATHEWS, CHRISSY	UNIFORMS	01/11/2021	180.00	POLICE FUND
Total MATHEWS, CHRISSY:			180.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	PARTS FOR SNOW BLOWER	01/13/2021	13.48	SEWER FUND
Total MCCOY HARDWARE INC:			13.48	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE PICK-UP	12/31/2020	157.50	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			157.50	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	UTILITIES	01/14/2021	129.67	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	07740-18004 N 65/69 LIFT STATION	01/20/2021	91.45	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	01/20/2021	54.80	SEWER FUND
Total MID AMERICAN ENERGY CO.:			275.92	
MUTT & PEA'S AUTOLAND INC				
MUTT & PEA'S AUTOLAND INC	UTILITY TRAILER	01/22/2021	2,095.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MUTT & PEA'S AUTOLAND INC:			2,095.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	PART UNIT 9 TRUCK	01/19/2021	8.69	ROAD USE TAX FU
Total NAPA AUTO PARTS:			8.69	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	BRAKE ROTORS AND PADS- 2006 F-250	01/07/2021	272.99	PARK & RECREATI
O'REILLY AUTO PARTS	PARTS FOR TRAILER	01/11/2021	30.58	ROAD USE TAX FU
O'REILLY AUTO PARTS	SHOP SUPPLIES	01/11/2021	33.98	ROAD USE TAX FU
O'REILLY AUTO PARTS	WARNING LIGHT, BRAKE FLUID	01/19/2021	56.48	PARK & RECREATI
O'REILLY AUTO PARTS	#28 TRUCK PARTS	01/20/2021	9.98	ROAD USE TAX FU
O'REILLY AUTO PARTS	CALIPERS, BRAKE FLUID, ANTIFREEZE	01/20/2021	287.20	PARK & RECREATI
O'REILLY AUTO PARTS	CALIPER CORE RETURN	06/20/2022	110.00	PARK & RECREATI
O'REILLY AUTO PARTS	TRUCK PARTS	01/25/2021	154.04	ROAD USE TAX FU
O'REILLY AUTO PARTS	TRUCK PARTS	01/26/2021	9.99	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			745.24	
PELLA PRINTING				
PELLA PRINTING	MAGAZINE LETTER, ENVELOPE, MAILING	01/13/2021	1,415.00	GENERAL FUND
Total PELLA PRINTING:			1,415.00	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	CARDIAC MONITOR LEASE	01/09/2021	1,415.52	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,415.52	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	CUTTING EDGES FOR STEINER SNOWPLO	01/19/2021	96.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			96.00	
PILOT ROCK				
PILOT ROCK	PICNIC TABLE FRAMES	01/13/2021	1,952.00	PARK & RECREATI
Total PILOT ROCK:			1,952.00	
PINE VALLEY INSPECTIONS/CONSULTING LLC				
PINE VALLEY INSPECTIONS/CO	MISC CONTRACTUAL- BUILDING PERMIT PL	01/23/2021	140.00	GENERAL FUND
Total PINE VALLEY INSPECTIONS/CONSULTING LLC:			140.00	
PROSCREENING LLC				
PROSCREENING LLC	MERCER SCREENING	01/15/2021	79.00	PARK & RECREATI
Total PROSCREENING LLC:			79.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE MACHINE	01/20/2021	39.00	GENERAL FUND
Total PURCHASE POWER:			39.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	MSA APR 420 MASK	01/18/2021	228.05	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SANDRY FIRE SUPPLY LLC	EQUIPMENT FOR NEW AERIAL 334 SUTPHE	01/21/2021	16,960.38	VEHICLE RESERV
Total SANDRY FIRE SUPPLY LLC:			17,188.43	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES	01/26/2021	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
STIVERS FORD LINCOLN				
STIVERS FORD LINCOLN	FY21 POLICE CAR	01/20/2021	32,917.00	VEHICLE RESERV
Total STIVERS FORD LINCOLN:			32,917.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	GARBAGE - BUILDING ACCT #159	12/24/2020	17.00	POLICE FUND
Total T.R.M. DISPOSAL LLC:			17.00	
TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	RKI 4-GAS MONITOR	01/14/2021	494.64	FIRE FUND
Total TG TECHNICAL SERVICES:			494.64	
THEISEN'S				
THEISEN'S	BOLT, NUT WASHER FOR SP BRIDGE	01/13/2021	5.93	SEWER FUND
THEISEN'S	BULBS	01/14/2021	24.99	SEWER FUND
THEISEN'S	OIL ABSORBENT	01/20/2021	6.99	PARK & RECREATI
THEISEN'S	DEF DIESEL FLUID, GREASE	01/20/2021	90.94	PARK & RECREATI
Total THEISEN'S:			128.85	
TITAN MACHINERY				
TITAN MACHINERY	PARTS FOR UNIT 5 LOADER	01/13/2021	914.36	ROAD USE TAX FU
TITAN MACHINERY	PARRS FOR LOADER UNIT 5	01/13/2021	28.00	ROAD USE TAX FU
Total TITAN MACHINERY:			942.36	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	01/01/2021	104.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			104.00	
TRI-CITY ELECTRIC COMPANY OF IA				
TRI-CITY ELECTRIC COMPANY	SERVER ROOM MAINTENANCE	01/26/2021	4,494.00	GENERAL FUND
Total TRI-CITY ELECTRIC COMPANY OF IA:			4,494.00	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONES - 1 STREET	01/12/2021	62.98	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE - PARK	01/12/2021	30.99	PARK & RECREATI
U.S. CELLULAR	CELL PHONES - 2 - SEWER	01/12/2021	92.94	SEWER FUND
U.S. CELLULAR	CELL PHONE COM DEV	01/12/2021	3.53	GENERAL FUND
U.S. CELLULAR	CELL PHONE - FIRE DEPT	01/12/2021	180.07	AMBULANCE FUN
Total U.S. CELLULAR:			370.51	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	2020 ANNUAL CONSORTIUM FEES	12/31/2021	12.00	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	2020 ANNUAL CONSORTIUM FEES	12/31/2021	10.00	SEWER FUND
UPHDM OCCUPATIONAL MEDIC	2020 ANNUAL CONSORTIUM FEES	12/31/2021	2.00	PARK & RECREATI
Total UPHDM OCCUPATIONAL MEDICINE:			24.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	QM3 LIFT STATION PAY #8	01/11/2021	55,121.09	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			55,121.09	
VERIZON WIRELESS				
VERIZON WIRELESS	WPC	12/26/2020	40.01	SEWER FUND
VERIZON WIRELESS	FIRE CELLPHONE-LAST PAYMENT	12/26/2020	40.01	GENERAL FUND
Total VERIZON WIRELESS:			80.02	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	PRISONER FEE DEC 2020	01/11/2021	810.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			810.00	
WELLMARK BLUE CROSS				
WELLMARK BLUE CROSS	OVERPAYMENT:MEDICARE & SUPPLEMENT	08/22/2020	99.75	AMBULANCE FUN
Total WELLMARK BLUE CROSS:			99.75	
WELLS FARGO CCER				
WELLS FARGO CCER	Adobe Acropro Subcontract	12/27/2020	14.99	POLICE FUND
WELLS FARGO CCER	Wm Supercenter #1491office supplies	12/10/2020	35.28	POLICE FUND
WELLS FARGO CCER	Sp Saraglove.Com2 Sided STOP Hand Held P	12/10/2020	45.99	POLICE FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Charged to wrong card -	12/09/2020	809.91	POLICE FUND
WELLS FARGO CCER	Warren County OilPurchase LP Tank at Wesley	12/09/2020	483.50	SEWER FUND
WELLS FARGO CCER	Bradley Tools FastenersElectrical cord for air c	12/09/2020	20.87	POLICE FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 -Response P	12/18/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcEMS Supplies	12/18/2020	684.98	AMBULANCE FUN
WELLS FARGO CCER	Iowa Ems AssociationIndianola Fire annual regi	12/04/2020	280.00	AMBULANCE FUN
WELLS FARGO CCER	Facebk 3xwu9wj322Teen program materials/su	11/30/2020	11.51	LIBRARY FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID - 19 Purchase fo	12/09/2020	36.98	AMBULANCE FUN
WELLS FARGO CCER	Fleet Farm 3300Items for Employee Engageme	12/01/2020	34.22	SEWER FUND
WELLS FARGO CCER	Aed Superstoreaed replacement pads - put in fo	12/01/2020	488.88	POLICE FUND
WELLS FARGO CCER	Awwa.OrgTraining Book	12/11/2020	75.50	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 -Response P	12/17/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	Teleflex LlcAmbulance Medical Supply - Intraos	12/17/2020	2,200.00	AMBULANCE FUN
WELLS FARGO CCER	Sp Out Of PrintWinter Reading Program - adul	12/18/2020	47.55	LIBRARY FUND
WELLS FARGO CCER	Iowa Library AssociationIowa Library Associatio	12/18/2020	195.00	LIBRARY FUND
WELLS FARGO CCER	Iowa Library Association62100- ILA membershi	12/18/2020	90.00	LIBRARY FUND
WELLS FARGO CCER	Mccoy True Value63100- Door key copies	12/04/2020	8.24	LIBRARY FUND
WELLS FARGO CCER	Napa Parts 0000514Gasket material Attack 338	12/16/2020	9.40	FIRE FUND
WELLS FARGO CCER	Government Finance OfficGFOA e-Book on City	12/16/2020	10.00	GENERAL FUND
WELLS FARGO CCER	Bound Tree Medical LlcEMS supplies from Bou	11/30/2020	164.00	AMBULANCE FUN
WELLS FARGO CCER	Adobe 800-833-6687Monthly software subscri	11/30/2020	52.99	PARK & RECREATI
WELLS FARGO CCER	Bound Tree Medical LlcEMS Supplies	12/28/2020	297.00	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcEMS Supplies	12/17/2020	599.38	AMBULANCE FUN
WELLS FARGO CCER	Caseys Tripolifuel medic 245 returning from rep	12/03/2020	23.00	AMBULANCE FUN
WELLS FARGO CCER	Meyers Custom ChevyRepair rear suspension	12/03/2020	394.74	AMBULANCE FUN
WELLS FARGO CCER	Teleflex LlcFreight	12/17/2020	15.50	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 -Response P	12/29/2020	999.20	AMBULANCE FUN
WELLS FARGO CCER	Mood PandoraPandora Hold music	12/16/2020	26.95	GENERAL FUND
WELLS FARGO CCER	Mercyone Clive00015776EPI 1,10,000 x 20, Atr	12/16/2020	475.69	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 -Response P	12/14/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	Dnh Godaddy.ComPhones SSL certificate	12/07/2020	127.98	GENERAL FUND
WELLS FARGO CCER	Wm Supercenter #1491Childrens programming	12/21/2020	7.08	LIBRARY FUND
WELLS FARGO CCER	Evac Systems Fire And ResNew PFDs and thro	12/08/2020	617.38	AMBULANCE FUN
WELLS FARGO CCER	Iowa League Of CitiesClerk certification classes	12/08/2020	208.00	GENERAL FUND
WELLS FARGO CCER	Bound Tree Medical LlcEMS supplies Boundtre	12/03/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	Warren County OilLP for North Plant	12/15/2020	1,083.57	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 -Response P	12/15/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcCOVID - 19 Purchase fo	12/03/2020	73.96	AMBULANCE FUN
WELLS FARGO CCER	The International SociInternational Society of Fi	12/02/2020	125.00	FIRE FUND
WELLS FARGO CCER	Bound Tree Medical LlcEMS medical supplies fr	12/02/2020	198.06	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcEMS supplies Boundtre	12/02/2020	249.80	AMBULANCE FUN
WELLS FARGO CCER	MailchimpElectronic marketing software	12/13/2020	56.70	LIBRARY FUND
WELLS FARGO CCER	Bound Tree Medical LlcAmbulance Medical Sup	12/23/2020	27.60	AMBULANCE FUN
WELLS FARGO CCER	Janway CompanyCOVID Curbside pickup bags	12/07/2020	914.60	LIBRARY FUND
WELLS FARGO CCER	Government Finance OfficTwo GFOA Webinars:	12/07/2020	70.00	GENERAL FUND
WELLS FARGO CCER	Adobe 800-833-6687Adobe CS for Alex	12/06/2020	635.87	GENERAL FUND
WELLS FARGO CCER	Fleet Farm Cstore 3310Kerosene for the heater	12/30/2020	36.45	SEWER FUND

Total WELLS FARGO CCER:

14,312.30

WILSON, LISA

WILSON, LISA	WELLNESS REIMBURSEMENT	01/27/2021	15.00	GENERAL FUND
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Total WILSON, LISA:

15.00

Grand Totals:

210,100.80

City Council: _____

Meeting Date: 02/01/2021

Subject

January 19, 2021 Minutes.

Information

Fiscal Impact

Attachments

Minutes

City of Indianola - Regular Session – January 19, 2021

The Indianola City Council met in regular session at 6:00 p.m. on January 19, 2021, in the City Hall Council Chambers. Mayor Pam Pepper called the meeting to order and on roll call the following members were present: Heather Hulen, Bob Kling, Gwen Schroder, and Mayor Pepper and via Zoom John Parker, Greta Southall and Greg Marchant. Absent: None.

Mayor Pepper read a resolution honoring the service of Brent Baughman. Chief Chia presented Baughman with a plaque.

Mayor Pepper administered the Oath of Office to Police Officers Ross Marshall, Tanner Ortlund and Nicole Stewart.

In Public Comment, Kathi Stanfield, 407 W Ashland, stated she has been working with the Indianola Historical Society on restoring old lights from the courthouse and is seeking donations.

Council Member Hulen pulled Claims on the computer printout for January 19, 2021 from the consent agenda. Council Member Kling moved to approve the consent agenda and Schroder seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of agenda
- Resolution 2021-006 approving monthly transfers for January.
- January 4, 2021 Minutes.
- Resolution 2021-007 fixing a date for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$7,500,000 General Obligation Capital Loan Notes of the City of Indianola, State of Iowa (for essential corporate purposes) and providing for publication of notice thereof.
- Resolution 2021-008 setting a Public Hearing for Fiscal Year 2021 budget amendment number three.
- Consideration of a renewal Class C liquor license with outdoor service and Sunday sales privileges for the Indianola Country Club located at 1610 Country Club Road.
- Consideration of a renewal Class E liquor license with Class B wine permit, Class C beer permit and Sunday sales privileges for Casey's General Store located at 301 E Trailridge Avenue.
- Resolution 2021-009 authorizing a Bond Counsel and Disclosure Counsel Engagement Agreement with Ahlers and Cooney, P.C. in connection with the issuance of bonds.
- Resolution 2021-010 approving a Plat of Survey for Terra Tender, Inc, located within two miles of the City of Indianola.
- Prior approval on Urban Revitalization Designations.
- Resolution 2021-011 approving salaries.

It was moved by Schroder and seconded by Kling to approve Claims on the computer printout for January 19, 2021. On roll call, the vote was AYES: Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Abstain: Hulen due to a conflict of interest. Whereas the Mayor declared the motion passed with one abstention.

Andy Lent, City Clerk/CFO explained the treasurer's reports will show funds the City is holding for IMU. Doug Shull provided the Treasurer's Reports for June, July and August 2020.

It was moved by Kling and seconded by Hulen to receive and file the Treasurer's Reports for June, July and August 2020. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

Council Member Schroder moved to receive and file the EMS billing activity for May-August 2020 and Kling seconded the motion. City Manager Ryan Waller explained why what the City bills is different than what was received. Some reductions are made due to insurance company rates as well as Medicare or Medicaid rates. GEMT funding should help make up some of those differences for the Medicaid reductions. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

Council Member Parker reported the Greater Des Moines Convention Bureau will have their first meeting of the quarter on January 20th.

Council Member Bob Kling provided the Metro Advisory report and the Bravo report. He will continue to serve on Bravo's Community Investment Committee.

It was moved by Schroder and seconded by Hulen to receive and file the Planning and Zoning Commission Annual Report for 2020. Community and Economic Development Director Charlie Dissell stated the Commission reviewed 42 items in the previous year and forwarded 36 on to Council. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

Mayor Pepper reported she met with the Mayor's Youth Council in January. She will be discussing the Human and Civil Rights Commission with Council Member Southall. The Mayor also reminded the community of the upcoming special election on March 2.

Schroder moved and Kling seconded to receive and file the Stormwater Master Plan. Public Works Director Akhilesh Pal reviewed the audit recommendations that are in the plan. Waller stated the audit was helpful in determining if all parcels are being charged correctly. The City will meet with IMU to discuss billing changes. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

Dissell reviewed the proposed development agreement with Sandquist Investments at 506 W 2nd Avenue. Council Member Hulen moved to open the Public Hearing on a proposed development agreement and sale of real property located at 506 W 2nd Avenue and Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. No public comments were offered, and the Deputy City Clerk reported no written comments had been submitted.

It was moved by Kling and seconded by Schroder to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Kling and seconded by Hulen to approve Resolution 2021-012 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 Sandquist Investments, LLC. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell explained the easements and provided an overview of the plat for Williams Terrance Plat 1. Resolution 2021-013 accepting easements and approving the final plat for Williams Terrace Plat 1, located in the 1600 block of North 9th Street was introduced on a motion by Hulen and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Water Resource Recovery Facility Director Rick Graves explained the second phase of the Water Resource Recovery Facility project. The improvements and upgrades are included in the budget. The bid openings for both projects will be February 16th. Council Member Kling moved, and Schroder seconded to approve Resolution 2021-014 approving the plans and specifications for the Water Resource Recovery Facility Trunk Sewer and Outfall Sewer Improvements. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Hulen and seconded by Parker to approve Resolution 2021-015 approving plans and specifications for the South Plant Lift Station upgrades. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2021-016 setting a Public Hearing on the plans, specs, form of contract and estimate of cost for the Water Resource Recovery Facility Trunk Sewer and South Plant Lift Station Upgrades was introduced on a motion by Schroder and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell explained the proposed amendments to the Residential Code as they pertain to accessory buildings and sheds as well as fire protection in basements around mechanical equipment. The first consideration of an Ordinance amending Chapter 151 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Residential Code was introduced on a motion by Hulen. Council Member Schroder seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Schroder moved and Kling seconded Resolution 2021-017 renaming portions of R-63 Highway within the corporate limits of Indianola, Iowa. Dissell noted that Council had directed staff to look at this issue at the November 16 meeting. Staff worked with the Planning and Zoning Commission and fire and police chiefs to decide on a name. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Schroder and seconded by Hulen to approve Resolution 2021-018 approving temporary road closures for the 2021 Right-of-Way Construction Program. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2021-019 approving a Professional Services Agreement with Snyder & Associates for Valley Drive Pavement Reconstruction was introduced on a motion by and seconded by. Pal stated the proposed resolution for pavement reconstruction would allow the city to begin the process of reconstruction that is in the budget for FY22. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

In the City Manager's report, Waller led a discussion on allowing scooter rental and use around the Square. Council directed staff to have the Park & Rec and Planning and Zoning Commissions research the proposal and provide recommendations to Council. Waller reported to Council that the architects for the buildings project will be at City Hall on January 20th. He also stated that insurance renewals are coming up and staff would like to have a joint meeting with Holmes Murphy, City Council and the IMU Board of Trustees; March 10 is a possible meeting date.

Schroder moved and Kling seconded to receive and file correspondence from December 31, 2020, and January 8, 2021 weekly updates provided by City Manager, Ryan Waller. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

It was moved by Kling at 7:11 pm to enter into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government. Hulen seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 7:32 pm Council Member Schroder moved to come out of closed session and Hulen seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Meeting adjourned at 7:34 pm on a motion by Schroder and seconded by Hulen.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 02/01/2021

Subject

Resolution setting a Public Hearing on the maximum property tax dollars for the City of Indianola's FY22 budget.

Information

Under state law, cities are required to hold a hearing on the maximum property tax dollars to be levied in the upcoming year prior to adopting the budget for that fiscal year. In the Council Packet are the resolution and notice for setting the date for this hearing at 6 PM on February 16, 2021. At that time the Council will consider a resolution to set the amount of maximum property tax dollars to be levied. It is very important to note, that under the state law, this notice does **NOT** include the levy for debt service.

Fiscal Impact

Attachments

Resolution Setting Hearing

Public Hearing Notice

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION SETTING DATE FOR HEARING ON MAXIMUM PROPERTY TAX DOLLARS
FOR THE CITY OF INDIANOLA FY22 BUDGET**

WHEREAS, under state law, the City of Indianola must hold a public hearing on the maximum property tax dollars to be levied in Fiscal Year (FY) 2022 from July 1, 2021 to June 30, 2022; and

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

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

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

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

(1) The date and time for the public hearing on the maximum property tax dollars to be levied in FY22 is set for 6:00 PM on February 16, 2021 at Indianola City Hall, 110 N 1st Street.

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

Passed and adopted this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

NOTICE OF PUBLIC HEARING - CITY OF INDIANOLA - PROPOSED PROPERTY TAX LEVY**Fiscal Year July 1, 2021 - June 30, 2022**

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

Meeting Date: 2/16/2021 Meeting Time: 06:00 PM Meeting Location: Indianola City Hall, 110 N 1st Street, Indianola, IA 50125

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

City Website (if available)
www.indianolaiowa.gov

City Telephone Number
515-961-9410

	Current Year Certified Property Tax 2020-2021	Budget Year Effective Property Tax 2021-2022	Budget Year Proposed Maximum Property Tax 2021-2022	Annual % CHG
Regular Taxable Valuation	566,827,938	612,089,772	612,089,772	
Tax Levies:				
Regular General	4,591,306	4,591,306	4,957,927	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	112,000	112,000	0	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	0	0	0	
Police & Fire Retirement	444,997	444,997	495,066	
FICA & IPERS	508,775	508,775	832,846	
Other Employee Benefits	1,593,123	1,573,123	1,200,000	
Total Tax Levy	7,230,201	7,230,201	7,485,839	3.53
Tax Rate	12.75555	11.81232	12.22997	

Explanation of significant increases in the budget:

Hiring new rental inspector and three additional firefighter/paramedics. Forecasting a ten percent increase in health insurance.

If applicable, the above notice also available online at:
<http://www.indianolaiowa.gov/512/City-Clerk-Finance-Department>; <https://www.facebook.com/CityofIndianola>; <https://twitter.com/cityofindianola>

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

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

Meeting Date: 02/01/2021

Subject

Resolution ordering construction of certain public improvements and fixing a date for hearing and taking of bids.
(Moats Park Restrooms)

Information

Fiscal Impact

Attachments

Moats Park Memorandum
Public Hearing Notice
Resolution Setting Hearing



— Parks and Recreation —

To: Mayor Pepper and Indianola City Council

From: Doug Bylund, Parks and Recreation Director

Cc: Ryan Waller, City Manager
Andy Lent, Director of Finance

Date: January 27, 2021

Subject: Moats Park Restroom Resolution for Public Hearing

Attached is a resolution to set a public hearing to consider the plans and specifications for the Moats Park Restroom Replacement Project.

In our ongoing efforts to provide quality facilities for our citizens and visitors, the Parks Department has identified and planned for the removal and replacement of the Moats Park Restroom which is over 60 years old. The project has been included in the CIP for the past 5 years with construction planned for the winter/spring of 2021.

Moats Park is one of our most visible parks and is heavily used throughout the year. We are planning to install a CXT restroom and have been working with Snyder & Associates to develop the site plan and utility upgrades and connections. CXT restrooms are pre-built concrete buildings that will be trucked and placed on site. We currently have 2 of these at Pickard Park and one at the McVay Trailhead and they have proven to be efficient for maintenance and resistant to vandalism.

Staff recommends the Council approve the resolution to set the Public Hearing for Plans and Specification for February 16 and follow with the presentation and approval of bids at the March 23 City Council Meeting. The construction could begin in April with the removal of the old restroom, with the new restroom in place by June.



**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR
PUBLIC IMPROVEMENTS FOR THE MOATS PARK RESTROOMS,
INDIANOLA, IOWA**

Notice is Hereby Given: That at 6:00 PM Local Time, at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa 50125 on February 16, 2021, the City Council of the City of Indianola, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed public improvements for the Moats Park Restrooms.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Zoom Webinar:

<https://us02web.zoom.us/j/84159177401?pwd=eIA5SXZHOHNCUk1WU13d0ZZZGZXUT09>

Webinar ID: 841 5917 7401 Passcode: 157234

Or iPhone: 1-646-558-8656, 84159177401#, 157234# or 1-312-626-6799, 84159177401#, 157234#

Or Telephone Dial: 1-646-558-8656 or 1-301-715-8592 or 1-312-626-6799 or 1-669-900-9128 or 1-253-215-8782 or 1-346-248-7799

The City also broadcasts meetings virtually at

https://www.youtube.com/channel/UCCwgdy2irWQILB_1QzcVrdw .

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

\s\ Andrew J. Lent, City Clerk/CFO

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS
AND FIXING A DATE FOR HEARING AND TAKING OF BIDS**

WHEREAS, the City Council deems it advisable and necessary to make certain public improvements for the City of Indianola described in general as Moats Park Restroom and has caused to be prepared plans, specifications and form of contract together with an estimate of costs which are now on file in the office of the Indianola City Clerk and are deemed suitable for the public improvements; and

WHEREAS, the plans, specifications and form of contract and estimate of cost may be adopted in a contract for the making of the public improvements, and it is necessary pursuant to state code to hold a public hearing and to advertise for bids.

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

1. A public hearing shall be held in the Council Chambers in the City Hall, 110 N 1st Street, Indianola at 6:00 pm on February 16, 2021 at which time and place the City Council will consider the adoption of the plans, specifications, form of contract and estimate of costs and will consider any objections offered for the construction of the proposed public improvements.
2. Sealed proposals will be received on March 9, 2021. The bids will be acted upon by the Indianola City Council at its regular meeting to be held at 6:00 pm on March 23, 2021.
3. The City Clerk is directed to publish notice of said public hearing and of the taking of bids as required by law.

Passed and approved this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 02/01/2021

Subject

Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

Information

The resolution included in the packet sets a public hearing for the amendment of the 2017 SRF sanitary sewer loan. By amending this loan, the City will be reimbursed by the Iowa Finance Authority for storm sewer work done on Clinton Avenue (the permeable paver portion) as well as finance an attachment for the street sweeper to clean out the pavers in these alleys and in the downtown area later.

Fiscal Impact

Attachments

Public Hearing Notice
Resolution Setting Hearing

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF INDIANOLA,
STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION
OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$100,000 SEWER REVENUE CAPITAL LOAN NOTES, AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Indianola, State of Iowa, will hold a public hearing on the 16th day of February, 2021, at 6:00 P.M., in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$100,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a “water resource restoration project” for low impact development practices including permeable pavers. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Via Zoom (internet):

<https://us02web.zoom.us/j/84159177401?pwd=eIA5SXZXOHNCUKj1WU13d0ZZZGZXUT09>

Webinar ID: 841 5917 7401 Passcode: 157234.

Via iPhone one-tap :

US: 1-312-626-6799 ,84159177401#, *157234# or 1-646-558-8656, 84159177401#, *157234#

Via Telephone: (646)558-8656, (301)715-8592, (312)626-6799, (669)900-9128 (253)215-8782 (346)248-7799

The City also broadcasts meetings virtually at

https://www.youtube.com/channel/UCCwgdy2irWQILB_1QzcVrdw .

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 1st day of February 2021.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Not to exceed \$100,000 Sewer Revenue Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 1, 2021

The City Council of the City of Indianola, State of Iowa, met in regular session, in the Council Chambers*, City Hall, 110 N. 1st Street, Indianola, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$100,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF INDIANOLA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$100,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE
CITY OF INDIANOLA, STATE OF IOWA, AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Indianola, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, to the amount of not to exceed \$100,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at _____ .M., on the 16^h day of February, 2021, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$100,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a “water resource restoration project” for low impact development practices including permeable pavers.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 10, 2021)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF INDIANOLA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$100,000 SEWER REVENUE CAPITAL
LOAN NOTES, AND THE HEARING ON THE ISSUANCE
THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Indianola, State of Iowa, will hold a public hearing on the 16th day of February, 2021, at _____ .M., in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$100,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a “water resource restoration project” for low impact development practices including permeable pavers. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Via Zoom (internet):

<https://us02web.zoom.us/j/84159177401?pwd=elA5SXZXOHNCUkJ1WU13d0ZZZGZXUT09>

Webinar ID: 841 5917 7401 Passcode: 157234.

Via iPhone one-tap :

US: +13126266799,,84159177401#,,, *157234# or
+16465588656,,84159177401#,,, *157234#

Via Telephone: (646)558-8656, (301)715-8592, (312)626-6799, (669)900-9128 (253)215-8782 (346)248-7799

The City also broadcasts meetings virtually at

https://www.youtube.com/channel/UCCwqdy2irWQILB_1QzcVrdw .

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take

additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 1st day of February, 2021.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of February, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF WARREN)

NOTICE OF PUBLIC HEARING
(Not To Exceed \$100,000 Sewer Revenue Capital Loan Notes)

_____, 2021.

City Clerk, City of Indianola, State of Iowa

01819530-1\13538-152

Meeting Date: 02/01/2021

Subject

Consideration of a renewal Class C liquor license with outdoor service and Sunday sales privileges for Rominger Family LLC, DBA On the Rocks, located at 100 N Howard Street.

Information

Council will need to consider a renewal liquor license for On the Rocks. The owners are Clay Rominger, Ric Rominger and Merrie Rominger. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Consideration of a renewal Class C Liquor License with Sunday sales privileges for Deng's Garden of Indianola, located at 312 N Jefferson Way.

Information

Council will need to consider a renewal Class C Liquor License for Deng's Garden of Indianola. The owner is Tiancong Deng. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Approval of Pay Application No 8 from Vanderpool Construction, Inc for the Quail Meadows 3 Lift Station and Sewer Improvements project in the amount of \$55,121.09.

Information

As of this Pay Application, Vanderpool Construction has been paid 93.6% of the contract. HR Green has reviewed the pay application and recommends full payment as submitted.

Fiscal Impact

Attachments

Pay Application



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

▷ HRRGREEN.COM

January 11, 2021

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

Re: QUAIL MEADOWS 3 LIFT STATION & SEWER IMPROVEMENTS
Contractor's Application for Payment No. 8

Dear Rick:

Attached is an electronic copy of Payment Application No. 8 from Vanderpool Construction Inc. for the Quail Meadows 3 Lift Station and Sewer Improvements project. Items included in this application include mobilization, construction testing, sanitary sewer, force main cap, connection to existing sewer, lift station lump sum work, decommissioning, driveway, chain link fencing, and landscape rock.

The total request for Payment Application No. 8 is \$55,121.09. As of this Pay Application, Vanderpool Construction has been paid 93.6% of the contract. We have reviewed and recommend full payment of Payment Application No. 8 as submitted by Vanderpool. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2019\190699\Construction\Payment\Pay_Estimates\#8\Revised\ltr-011121-Indianola_QM3_Vanderpool_Pay_Request8.docx

AIA Type Document
Application and Certification for Payment

Pg 1 of 3

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

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 8
PERIOD TO: 1/6/2021

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

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** \$ 834,449.00

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

3. **CONTRACT SUM TO DATE** (Line 1 + 2). \$ 834,449.00

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 822,404.89

5. **RETAINAGE:**

a. 5.00 % of Completed Work \$ 41,117.27

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 41,117.27

6. **TOTAL EARNED LESS RETAINAGE** \$ 781,287.62
(Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ 726,166.53

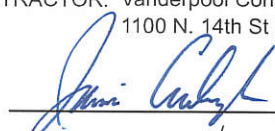
8. **CURRENT PAYMENT DUE** \$ 55,121.09

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ 53,161.38

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

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

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

By: 

Date: 1/8/2021

State of:

County of:

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

Notary Public:

My Commission Expires :

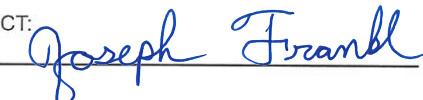
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 55,121.09

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

ARCHITECT:

By: 

Date: 1/11/2021

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 3

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

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 8
PERIOD TO: 1/6/2021

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Construction Survey		.0000	4,200.00	100.000%	4,200.00	.000%	0.00	0.00	4,200.00	100.00	.00
2	Mobilization/ General Requirements		.0000	25,000.00	90.000%	22,500.00	10.000%	2,500.00	0.00	25,000.00	100.00	.00
3	Construction Testing		.0000	4,200.00	75.000%	3,150.00	25.000%	1,050.00	0.00	4,200.00	100.00	.00
4	Traffic Control		.0000	1,500.00	100.000%	1,500.00	.000%	0.00	0.00	1,500.00	100.00	.00
5	Clearing and Grubbing		.0000	7,800.00	100.000%	7,800.00	.000%	0.00	0.00	7,800.00	100.00	.00
6	Topsoil On-Site	861.000	25.0000	21,525.00	861.000	21,525.00	.000	0.00	0.00	21,525.00	100.00	.00
7	Dewatering		.0000	5,500.00	100.000%	5,500.00	.000%	0.00	0.00	5,500.00	100.00	.00
8	Rock Excavation	130.000	200.0000	26,000.00	130.000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
9	Sanitary Sewer Gravity Main Trenched PVC 8	1,130.000	56.0000	63,280.00	1,115.000	62,440.00	25.000	1,400.00	0.00	63,840.00	100.88	-560.00
10	Sanitary Sewer Force Main Trenched PVC 6	1,185.000	26.0000	30,810.00	1,185.000	30,810.00	.000	0.00	0.00	30,810.00	100.00	.00
11	Sanitary Sewer Force Main Trenched PVC 6 RJ	81.000	44.0000	3,564.00	81.000	3,564.00	.000	0.00	0.00	3,564.00	100.00	.00
12	Fitting DI MJ 45 Degree Bend 6	2.000	675.0000	1,350.00	2.000	1,350.00	.000	0.00	0.00	1,350.00	100.00	.00
13	Fitting DI MJ Cap 8	2.000	400.0000	800.00	1.000	400.00	1.000	400.00	0.00	800.00	100.00	.00
14	Tracer Wire System		.0000	850.00	90.000%	765.00	.000%	0.00	0.00	765.00	90.00	85.00
15	6 Subdrain	70.000	19.0000	1,330.00	70.000	1,330.00	.000	0.00	0.00	1,330.00	100.00	.00
16	6 Subdrain Outlet	1.000	500.0000	500.00	.000	0.00	.000	0.00	0.00	0.00	.00	500.00
17	Connection to Existing Sewer Main	2.000	7,300.0000	14,600.00	1.000	7,300.00	1.000	7,300.00	0.00	14,600.00	100.00	.00
18	Manhole SW-301 48 Diameter	4.000	6,500.0000	26,000.00	4.000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
19	Remove Existing Field Fence	80.000	8.0000	640.00	80.000	640.00	.000	0.00	0.00	640.00	100.00	.00
20	Lift Station Complete		.0000	448,500.00	95.000%	426,075.00	3.000%	13,455.00	0.00	439,530.00	98.00	8,970.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 3

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

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 8
PERIOD TO: 1/6/2021

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
21	Existing Lift Station Decommissioning		.0000	11,000.00		0.00	100.000%	11,000.00	0.00	11,000.00	100.00	.00
22	Driveway Granular	3,300.000	28.0000	92,400.00	2,950.000	82,600.00	350.000	9,800.00	0.00	92,400.00	100.00	.00
23	Hydraulic Seeding Seed Fertilize Mulch T2 Hay	3.600	2,350.0000	8,460.00	3.600	8,460.00	.000	0.00	0.00	8,460.00	100.00	.00
24	SWPPP Preparation		.0000	1,300.00	100.000%	1,300.00	.000%	0.00	0.00	1,300.00	100.00	.00
25	SWPPP Management		.0000	3,100.00	100.000%	3,100.00	.000%	0.00	0.00	3,100.00	100.00	.00
26	Filter Sock	100.000	3.0000	300.00	20.000	60.00	.000	0.00	0.00	60.00	20.00	240.00
27	Silt Fence	300.000	2.0000	600.00	1,425.000	2,850.00	.000	0.00	0.00	2,850.00	475.00	-2,250.00
28	Stabilized Construction Entrance	111.000	22.0000	2,442.00	111.000	2,442.00	.000	0.00	0.00	2,442.00	100.00	.00
29	Chain Link Fence 7'	148.000	38.5000	5,698.00	.000	0.00	148.000	5,698.00	0.00	5,698.00	100.00	.00
30	20' Chain Link Gate 7'	1.000	1,000.0000	1,000.00	.000	0.00	.900	900.00	0.00	900.00	90.00	100.00
31	Remove and Replace Existing Chain Link Fence	25.000	48.0000	1,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,200.00
32	Landscape Fabric/Rock	44.000	120.0000	5,280.00	.000	0.00	37.660	4,519.20	0.00	4,519.20	85.59	760.80
33	Erosion Stone	280.000	49.0000	13,720.00	218.810	10,721.69	.000	0.00	0.00	10,721.69	78.15	2,998.31
REPORT TOTALS				\$834,449.00		\$764,382.69		\$58,022.20		\$822,404.89		
									\$0.00			\$12,044.11

Meeting Date: 02/01/2021

Subject

Second consideration of an Ordinance amending Chapter 151 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Residential Code.

Information

Roll call is in order.

Fiscal Impact

Attachments

Residential Code Ordinance

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA
MAKING CERTAIN AMENDMENTS TO THE ADOPTED RESIDENTIAL CODE.**

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

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

151.02 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS.

The following sections of the *International Residential Code*, 2018 edition, including Appendix Chapters M, as published by the International Code Council, are hereby revised:

Modify Code Section: IRC R105 (Building). Replace with the following language and exception:

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures of 80 square feet or less, no taller than 12 feet in height and of a movable design.
2. Fences not over 7 feet (2134 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
9. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Modify Code Section: IRC R302.13. Replace with the following language and exception:

R302.13 Fire protection of floors. Floor assemblies that are not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member. Penetrations or openings for ducts, vents, electrical outlets, lighting, devices, luminaires, wires, speakers, drainage, piping and similar openings or penetrations shall be permitted.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA 13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space not intended for storage or for the installation of fuel-fired or electric-powered heating appliances.
3. Portions of floor assemblies shall be permitted to be unprotected where complying with the following:
 - 3.1. The aggregate area of the unprotected portions does not exceed 80 square feet (7.4 m2) per story.
 - 3.2. Fireblocking in accordance with Section R302.11.1 is installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
 - 3.3. A 20-minute fire rated door with self-closing hinges must be installed as part of fire separation and a combination smoke/CO alarm is installed inside of the unprotected portion.
4. Wood floor assemblies using dimension lumber or structural composite lumber equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance

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

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

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

this _____ day of _____, 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

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

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

Andrew J. Lent, City Clerk

Meeting Date: 02/01/2021

Subject

Approval of Urban Revitalization Designations.

Information

The following comprise a list of Urban Revitalization Designations. All tax abatement applications are in order.

- 502 N 18th Street — Single Family Home — Jesse Probasco and Laura Probasco
 - 504 N 18th Street — Single Family Home — Daniel Lathrum
 - 709 Sunset Drive — Single Family Home — Kevin & Penny Huss
 - 1208 South O Street — Single Family Home — Ronald Dean Fridley II and Marya Fridley
-

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Resolution approving easements to allow construction of the Trunk Sewer project.

Information

Fiscal Impact

Attachments

Easement Memorandum

Resolution Approving Easements

Downing

Klyn

Sereg



— WATER RESOURCE RECOVERY FACILITY —

January 27, 2021

To: Honorable Mayor and City Council

CC: Ryan J. Waller, City Manager

From: Rick Graves, WRRF Supt.

Re: Trunk Sewer Easement Acquisitions

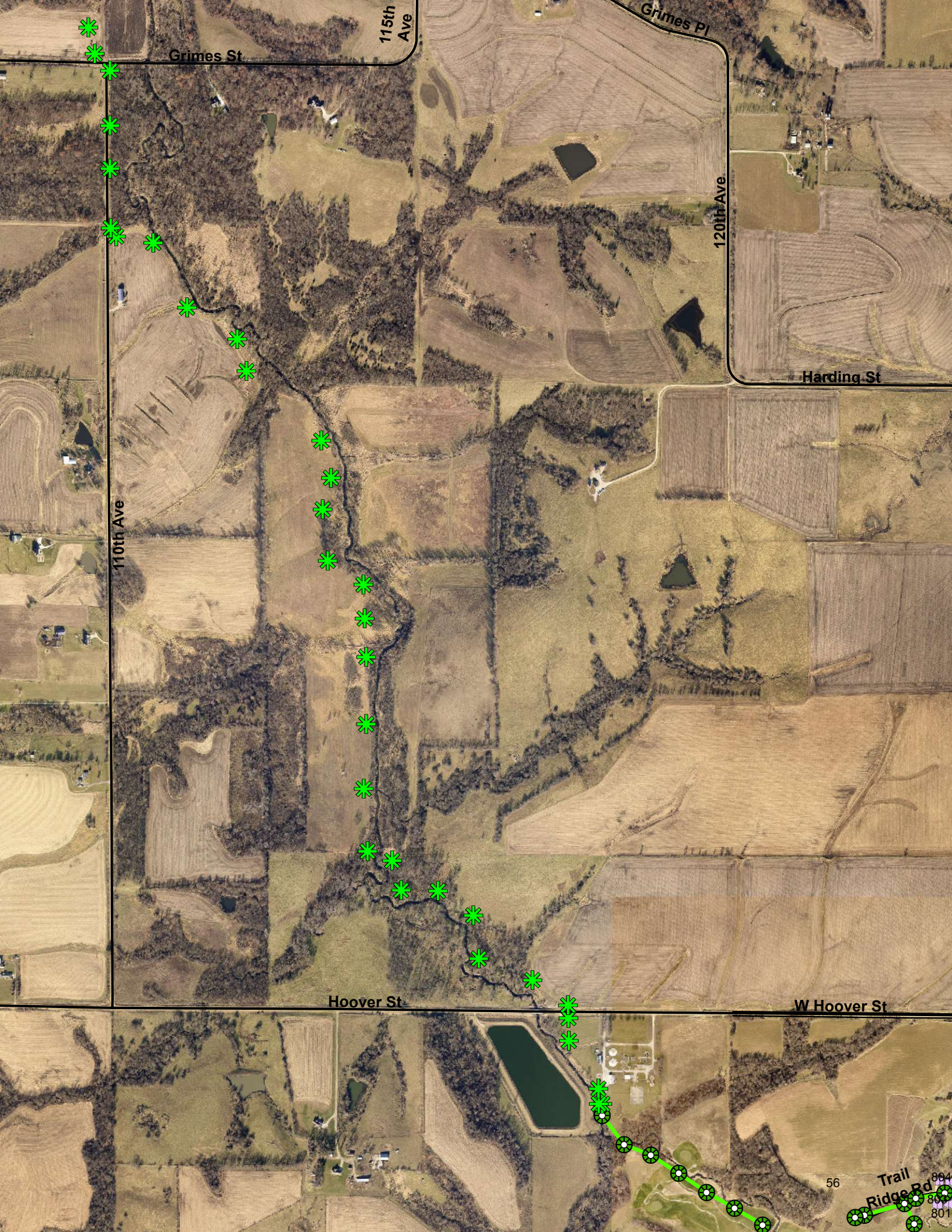
Mayor and City Council,

Phase 2 of the construction of the Water Resource Recovery Facility is the installation of the Trunk Sewer from the current wastewater plant to the new wastewater plant. Permanent and Temporary Easements are required to install and later maintain the sanitary sewer. One of the considerations of the alignment chosen was to minimize the easement needs and the number of property owners affected by the project. The preliminary route would have affected five property owners but the revised alignment route that was selected only affected three property owners. The chosen route saved the city funds from having to purchase more easements as well as minimized the project's impact on private property.

JCG Land Services performed the land acquisition process as a subconsultant to the City and made all negotiations with the property owners. Through a process of estimating the land value and estimating the appropriate compensation level for each permanent and temporary easement. The total easement costs for each landowner is summarized below:

LANDOWNERS	PERMANENT/TEMPORARY EASEMENT COST
Robert & Ardene Downing	\$9,635.00
C.S. Klyn (Vincent Klyn)	\$16,300.00
Charles & Brenda Lou Sereg	\$8,310.00

I recommend payment to the three property owners for the Permanent/Temporary Easements needed to construct the Trunk Sewer from the current wastewater plant on Hoover Street to the new wastewater plant on Grimes Street.



Grimes St

115th Ave

Grimes Pl

120th Ave

Harding St

110th Ave

Hoover St

W Hoover St

Trail Ridge Rd

56

884
803
801

City of Indianola
RESOLUTION NO. 2021-

**RESOLUTION APPROVING AND ACCEPTING EASEMENTS TO ALLOW FOR THE CONSTRUCTION
OF THE INFLUENT TRUNK SEWER PROJECT**

WHEREAS, the City of Indianola is in need of certain easements in order to complete the Influent Trunk Sewer project; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve and accept the easement agreements for purposes of completing said project.

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa, that the temporary and permanent easements from Robert and Arden Downing, C.S. Klyn, and Charles and Brenda Sereg in the forms attached hereto as Exhibits, are hereby approved and accepted.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk, if required by the easement agreements, are hereby authorized to execute said Agreements on behalf of the City of Indianola, Iowa.

DATED this 1st day of February 2021.

Pam Pepper, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO



CERTIFICATION OF NEGOTIATOR AND PARCEL CHECK SHEET

COUNTY Warren PROJECT Indianola Trunk Sewer PARCEL NO. 1
OWNER D. Robert Downing Revocable Trust and Ardene K. Downing Revocable Trust ADDRESS 8489 Hwy 65/69, Indianola, IA 50125

I certify the following information to be correct.

- 1. The written agreement secured embodies all of the considerations agreed upon between the property owner and myself.
- 2. The agreement was reached without coercion, promises other than those shown in the agreement, or threats or any kind whatsoever by or to either of us.
- 3. I have no direct or indirect present or contemplated future personal interest in this parcel or in any benefit from the acquisition of this property.
- 4. I am aware this parcel may be used in connection with a highway project that is Federally funded.
- 5. **Good Faith Negotiations:** The Right of Way Agent has made an effort to negotiate in good faith with the Seller(s) to acquire the property. These efforts include: 1) provided the Seller(s) with a copy of the appraisal of the property sought, 2) discussed the basis of determining value, 3) reviewed the project design plans, 4) discussed the contents of the acquisition contract, 5) addressed owner's questions and concerns, 6) provided the owner(s) with a written offer of the fair market value.

FILE CONTAINS:

<u>N/A</u>	Information for Condemnation Form (Attach copies of proposed Owner & Tenant contracts)**
<u>N/A</u>	Administrative Settlement Form*
<u>YES</u>	Deed or Easement (if applicable)
<u>YES</u>	Owner Purchase Agreement
<u>N/A</u>	Tenant Purchase Agreement
<u>N/A</u>	10-day Waiver (if applicable)
<u>YES</u>	W-9 Request for Taxpayer Identification Number and Certification*
<u>YES</u>	Letters
<u>YES</u>	Written Offer (Owner's) and Revised Offers if necessary
<u>N/A</u>	Written Offer (Tenant's) and Revised Offers if necessary
<u>N/A</u>	Relocation Offers
<u>YES</u>	Contact Notes/Faxes/Emails/Photos/Donation/Disclosure of Representation/Etc.
<u>N/A</u>	Approved Request for Design Revision
<u>YES</u>	Land Surveyor's Plat(s) & Descriptions (Current)
<u>YES</u>	Appraisal or Compensation Estimate
<u>YES</u>	Report of Liens or current Recertification (not more than 1 year old)
<u>YES</u>	Current Deed

*signed files only **condemnation files

Number of Tenants 0
Number of Tenants Signed 0

Certified by:

Phil Sporrer
Phil Sporrer, Acquisition Specialist

11-19-2020
Date

Approved by:

Michael Holsapple
Michael Holsapple, Project Manager

12/9/2020
Date

Preparer

Information: Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284
Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284
Name Street Address City, State, Zip Area Code-Phone

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of D. Robert Downing Revocable Trust U/A/D July 21, 2015, and Ardene K. Downing Revocable Trust U/A/D July 21, 2015 (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the City of Indianola, Iowa, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer line, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of November, 2020.

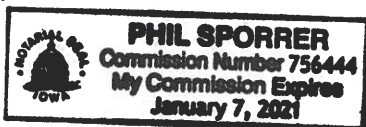
D. Robert Downing Revocable Trust

D. Robert Downing
D. Robert Downing, Trustee

Ardene K. Downing
Ardene K. Downing, Trustee

STATE OF IOWA)
COUNTY OF Warren) SS

On this 17 day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared D. Robert Downing and Ardene K. Downing, known to me to be the identical persons named in and who executed the foregoing instrument, who, being by me duly sworn, did say that he/she are Trustees of the D. Robert Downing Revocable Trust U/A/D July 21, 2015, and acknowledged that he/she, as such fiduciary, executed the same as the voluntary act and deed of himself or herself and of such fiduciary.



Phil Sporrer
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of November, 2020.

Ardene K. Downing Revocable Trust

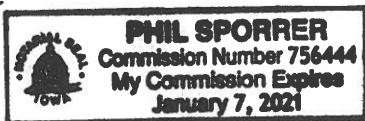
D. Robert Downing
D. Robert Downing, Trustee

Ardene K. Downing
Ardene K. Downing, Trustee

STATE OF IOWA)
) SS
COUNTY OF Warren)

On this 17 day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared D. Robert Downing and Ardene K. Downing, known to me to be the identical persons named in and who executed the foregoing instrument, who, being by me duly sworn, did say that he/she are Trustees of the Ardene K. Downing Revocable Trust U/A/D July 21, 2015, and acknowledged that he/she, as such fiduciary, executed the same as the voluntary act and deed of himself or herself and of such fiduciary.

Phil Sporrer
Notary Public in and for the State of Iowa



Signed this ____ day of _____, 20__.

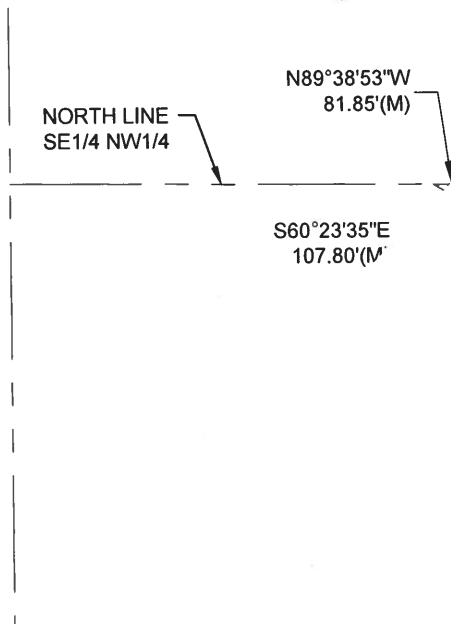
ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, Andy Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____, passed on the ____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Indianola, Iowa



PERMANENT EASEMENT

**SE1/4 NW1/4, S1/2 NE1/4
SEC. 14-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA**



TEMPORARY CONSTRUCTION EASEMENT

For the consideration of ONE and NO/100---(\$1.00)---Dollars and other valuable consideration in hand paid by the City of Indianola, Iowa, **D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of D. Robert Downing Revocable Trust U/A/D July 21, 2015, and D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of Ardene K. Downing Revocable Trust U/A/D July 21, 2015,** ("GRANTOR") does hereby grant to **CITY OF INDIANOLA, IOWA** ("GRANTEE") the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily during the initial construction of the project in connection with the GRANTEE'S Indianola Trunk Sewer Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

As a further consideration of this Grant, the GRANTEE herein agrees as follows:

1. That the GRANTEE shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without disturbing the operations and activities of GRANTOR, or its lessee on the remainder of GRANTOR'S property in the vicinity of the Easement Area. The GRANTEE shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of GRANTOR'S property free and clear of Mechanic's Liens and Material's Liens at all times.
2. That in the event driveways or other appurtenances to the property are damaged during the construction, the GRANTEE will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That immediately following the construction herein referred to, the GRANTEE will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to the condition it was in prior to the GRANTEE'S construction activities.
4. That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the sewer project by the GRANTEE and the performance by the GRANTEE of the conditions and covenants herein set out or within 18 months of the commencement of construction by the GRANTEE, the date of which will be given to GRANTOR by the GRANTEE, whichever may occur earlier.
5. The GRANTEE is hereby given permission by the GRANTOR to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of November, 2020.

D. Robert Downing Revocable Trust

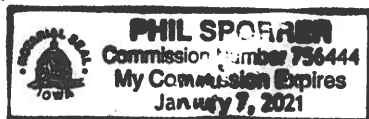
D. Robert Downing
D. Robert Downing, Trustee

Ardene K. Downing
Ardene K. Downing, Trustee

STATE OF IOWA)
COUNTY OF Warren) SS

On this 17 day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared D. Robert Downing and Ardene K. Downing, known to me to be the identical persons named in and who executed the foregoing instrument, who, being by me duly sworn, did say that he/she are Trustees of the D. Robert Downing Revocable Trust U/A/D July 21, 2015, and acknowledged that he/she, as such fiduciary, executed the same as the voluntary act and deed of himself or herself and of such fiduciary.

Phil Sporer
Notary Public in and for the State of Iowa



IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of November, 2020.

Ardene K. Downing Revocable Trust

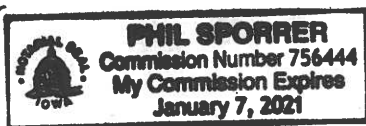
D. Robert Downing
D. Robert Downing, Trustee

Ardene K. Downing
Ardene K. Downing, Trustee

STATE OF IOWA)
COUNTY OF Warren) SS

On this 17 day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared D. Robert Downing and Ardene K. Downing, known to me to be the identical persons named in and who executed the foregoing instrument, who, being by me duly sworn, did say that he/she are Trustees of the Ardene K. Downing Revocable Trust U/A/D July 21, 2015, and acknowledged that he/she, as such fiduciary, executed the same as the voluntary act and deed of himself or herself and of such fiduciary.

Phil Sporrer
Notary Public in and for the State of Iowa



Legend	
Location:	SE1/4 NW1/4 & S1/2 NE1/4, SEC. 14
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	DOWNING REV. TRUST
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401



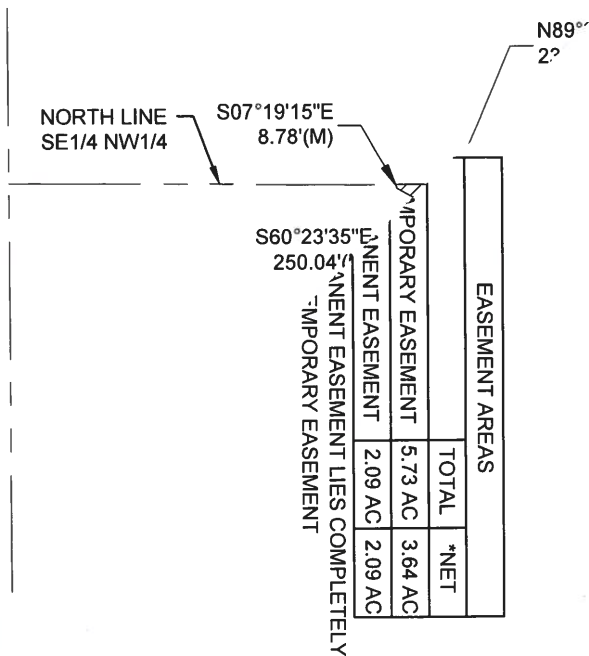
I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
 (signature)
 10/16/2020
 (date)

Printed or typed name: Matthew A. Fouts
 License Number: 23586

License renewal date is December 31, 2021

Seals covered by this seal



EASEMENT AREAS		
	TOTAL	*NET
TEMPORARY EASEMENT	5.73 AC	3.64 AC
TEMPORARY EASEMENT LIES COMPLETELY	2.09 AC	2.09 AC

TEMPORARY EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
 SEC. 14-T76-R24W OF THE 5TH P.M.
 WARREN COUNTY, IOWA



SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 1
PROJECT NO. 201300

COUNTY: Warren
PROJECT NAME: Indianola Trunk Sewer

SELLER: D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of D. Robert Downing Revocable Trust U/A/D July 21, 2015, and D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of Ardene K. Downing Revocable Trust U/A/D July 21, 2015

THIS AGREEMENT entered into this ____ day of _____, 2020, by and between SELLER and City of Indianola, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY " or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Warren County, Iowa, and legally described on the attached **Easement Drawings**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page five and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**
2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**
3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>9,635.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 9,635.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>2.09</u> ac.	<u>\$ 6,795.00</u>
Temporary Easement	<u>3.64</u> ac.	<u>\$ 2,840.00</u>
Landscaping/Other	_____	_____
Total		<u>\$ 9,635.00</u>
Additional Damages	_____	_____

4. **SELLER WARRANTS** that there are no tenants on the premises holding under lease except: _____

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 6 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and **SELLER AGREES** to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. **SELLER** agrees that amounts payable by **SELLER** for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. **SELLER AGREES** to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. **BUYER** agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to **SELLER**. **BUYER** shall have the right of entry upon **SELLER'S** remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If **SELLER** holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of **SELLER**.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. **BUYER** hereby gives notice of **SELLER's** five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between **BUYER** and **SELLER** and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. **SELLER** states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. **BUYER** is also granted a Temporary Easement, described on the "Temporary Easement", on **SELLER'S** property for the purpose of allowing the City of Indianola, Iowa, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Indianola Trunk Sewer project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from initiation of construction on Seller's property by the City of Indianola, Iowa, or upon acceptance of the project by the City of Indianola, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

D. Robert Downing Revocable Trust

X *D. Robert Downing*
D. Robert Downing, Trustee

X *Ardene K. Downing*
Ardene K. Downing, Trustee

ALL PURPOSE ACKNOWLEDGMENT

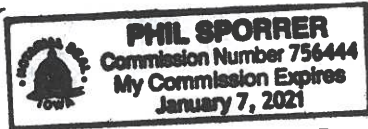
STATE OF Iowa }
COUNTY OF Warren } ss:

On this 17 day of November, A.D. 20 20, before me, the undersigned, a Notary Public in and for said State, personally appeared D. Robert Downing and Ardene K. Downing,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
CORPORATE
Title(s) of Corporate Officer(s):

Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s): Limited Partnership
General Partnership

ATTORNEY-IN-FACT
X EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
D. Robert Downing Revocable Trust

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Ardene K. Downing Revocable Trust

X *D. Robert Downing*
D. Robert Downing, Trustee

X *Ardene K. Downing*
Ardene K. Downing, Trustee

ALL PURPOSE ACKNOWLEDGMENT

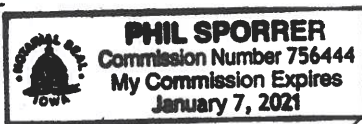
STATE OF Iowa
COUNTY OF Warren ss:

On this 17 day of November, A.D. 20 20, before me, the undersigned, a Notary Public in and for said State, personally appeared D. Robert Downing and Ardene K. Downing,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/9/2020
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Indianola, Iowa and who did say that said instrument was signed on behalf of the City of Indianola by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City of Indianola, Iowa and by it voluntarily executed.

Notary Public in and for the State of Iowa

0 EASEMENT PLATS.dwg, on 10/16/2020 11:30 AM.

NORTH LINE
SE1/4 NW1/4

N89°38'53"W
81.85'(M)

S60°2
1'

PERMANENT EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
SEC. 14-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA



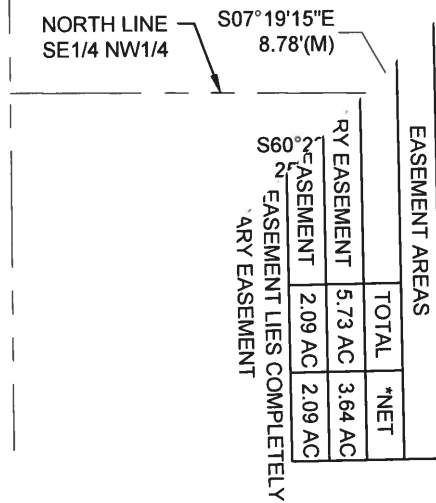
Legend	
Location:	SE1/4 NW1/4 & S1/2 NE1/4, SEC. 14
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	DOWNING REV. TRUST
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401

I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
(signature)

10/16/2020
(date)

and or typed name: Matthew A. Fouts
number: 23586
valid date is December 31, 2021
red by this seal



TEMPORARY EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
SEC. 14-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA





November 3, 2020

D. Robert Downing and Ardene K. Downing
8489 Hwy 65/69
Indianola, IA 50125

RE: City of Indianola – Indianola Trunk Sewer
Project No. 201300

Dear Mr. and Mrs. Downing:

My firm, JCG Land Services, Inc., has been retained by the City of Indianola, Iowa to help you with the acquisition of necessary land for the alignment of the Indianola Trunk Sewer project. As you may know, part of your property located at the Southeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter all in Section 14, Township 76 North, Range 24 West of the Fifth P.M., Warren County, Iowa will be required for this project.

Project description – Indianola Trunk Sewer

Permanent Easement – Allows the City perpetual rights to place and maintain the sewer line on your property. The attached permanent easement plat depicts the area of the permanent easement.

Temporary Easement – Allows the City's contractor to temporarily use the portion of your property as described on the attached easement document for such things as storing materials and equipment and providing access during the period of construction.

As required by the Code of Iowa, we are enclosing a compensation estimate concerning your property. We believe this represents the fair market value of the area to be acquired.

As owner of the real estate needed for the above referenced project, you are entitled to Just Compensation. However, if you so desire, you have the right to donate the right of way needed for the improvement. This will be discussed by our representative at the time of your meeting.

We sincerely hope that the enclosed compensation estimate will provide you with the necessary information for our future discussions. However, should you have any questions or comments, please feel free to contact me at 515-460-2114 or phil.sporrer@jcglan.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Phil Sporrer", with a stylized, cursive script.

Phil Sporrer, Right of Way Agent for the City of Indianola, Iowa			
1715 South G Avenue	1921 51 st Street NE, Suite 3	1011 SW 11 th Street	9001 Hickman Road, Suite 100
Nevada, Iowa 50201	Cedar Rapids, Iowa 52402	Leon, Iowa 50144	Urbandale, Iowa 50322
Telephone: 515-382-1698	Telephone: 319-362-3507	Telephone: 641-446-7717	Telephone: 515-382-1698
Fax: 515-382-2778	Fax: 319-294-9306	Fax: 515-382-2778	Fax: 515-382-2778
e-mail: jcglan@jcglan.com • Web Site: www.jcglan.com			

November 3, 2020

City Indianola
Project Indianola Trunk Sewer
Parcel 1

OFFER TO PURCHASE - COMPENSATION ESTIMATE

Owner: D. Robert Downing Revocable Trust U/A/D July 21, 2015 and Ardene K. Downing Revocable Trust U/A/D July 21, 2015

Address: 8489 Hwy 65/69, Indianola, IA 50125

Pursuant to federal and state regulations, the City of Indianola, Iowa, presents to you the pamphlet *Highways and Your Land* and submits an offer of \$9,635.00 which represents just compensation of the right of way needed from your property.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization to personal property any sooner n/a, which is at least 90 days from the date of this notice.

By 
Phil Sporrer, Acquisition Specialist

**ACQUISITION
RECORD OF CONTACTS**

County Warren Project Indianola Trunk Sewer Parcel 1

Owner Name D. Robert Downing and Ardene Downing Rev. Trusts Phone 515-208-1805

Owner Address 8489 Hwy 65/69, Indianola, IA 50125

Tenant Name None Phone _____

Tenant Address _____

Residential ☐ Commercial ☐ Agricultural ☒ Non-Profit ☐

Owner ☒ Tenant ☐ Personal Contact ☒ Telephone ☒

Persons Present: Phil Sporrer, Bob Downing, Ardene Downing

11/3/20

I met with Bob and explained the project in detail. Bob wanted to review the documents, so I told him I would touch base on 11.9.2020.

11/9/20

I called Bob and answered a couple of questions. Bob asked for more time, so I told him I would call on 11.16.2020.

11/10/20

I called Bob and apologized for contacting him sooner than planned. I asked if the City could do soil borings. Bob stated that he was fine with that.

11/16/20

I called Bob and we set an appointment for 11.17.2020 at 1:30pm.

11/17/20

I met with Bob and Ardene and discussed the project in detail, mostly to bring Ardene up to speed. Bob and Ardene signed all the necessary documents.

Signed


Phil Sporrer, Acquisition Specialist

Date

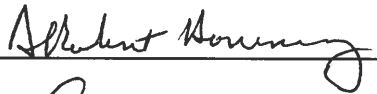
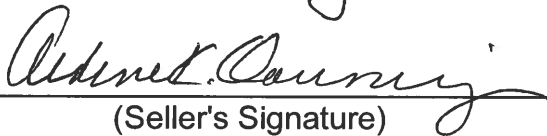
11/19/2020

City Indianola
Project No. 201300
Parcel No. 1

DISCLOSURE OF REPRESENTATION

Phil Sporrer of JCG Land Services, Inc. represents the **City of Indianola, Iowa**, in this transaction.

By signing below, the Seller confirms that written disclosure of representation was provided to them before signing of the transaction contract.



(Seller's Signature)

11-17-2020
(Date)

NORTH LINE
SE1/4 NW1/4

N89°38'53"W
81.85'(M)

S60°23'35"F
107.80'

PERMANENT EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
SEC. 14-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA



Intro Legend	
Location:	SE1/4 NW1/4 & S1/2 NE1/4, SEC. 14
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	DOWNING REV. TRUST
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401

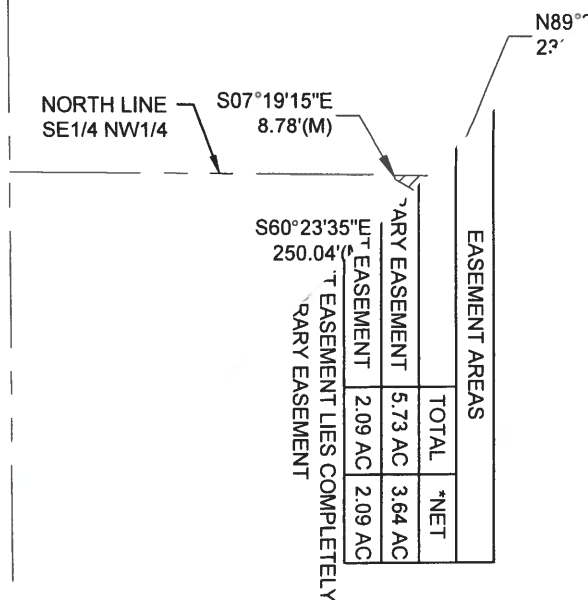
I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
 (signature) 10/16/2020 (date)

Printed or typed name: Matthew A. Fouts
 Number: 23586

Renewal date is December 31, 2021

Covered by this seal



TEMPORARY EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
 SEC. 14-T76-R24W OF THE 5TH P.M.
 WARREN COUNTY, IOWA



County Warren

D. Robert Downing Revocable Trust U/A/D July 21, 2015 and Ardene K. Downing Revocable Trust U/A/D July 21, 2015

8489 Hwy 65/69, Indianola, IA 50125

N/A

N/A

Southeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter all in
Section 14, Township 76 North, Range 24 West of the Fifth P.M., Warren County, Iowa

As shown on the Temporary Easement Plat and the Permamanet Easement Plat attached hereto.

Values obtained from Comparable sales, see attached. Values rounded up to the nearest 5.

Comparable Sales

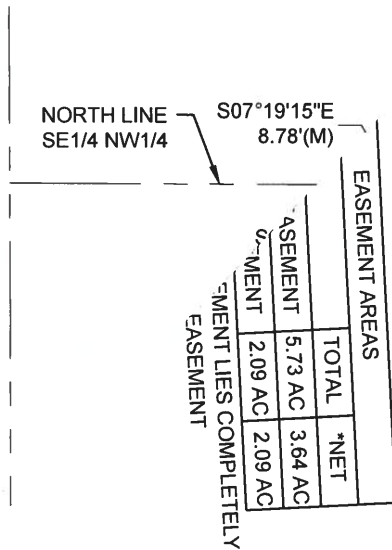
Location	Size (acres)	Sale Date	Sale Price	Price/Acre	Price/Sq. ft.	Inflation Adjustment	Adjusted Price	Adjusted Price/Acre	Adjusted Price/Sq. ft.
Pt E½ SW¼ & Pt W½ SE¼ Sec 34, Township 77 North Range 23 West	75.100	2/24/2020	\$488,000	\$6,498	\$0.15	1	\$488,000	\$6,498	\$0.15
Pt W½ NE¼, E½ NW¼, Parcel F SW¼ NW¼, and Parcel F NW¼ SW¼, Sec 12, Township 76 North, Range 25 West	171.30	11/30/2018	\$1,175,000	\$6,859	\$0.16	1.05	\$1,233,750	\$7,202	\$0.17
S½ SE¼ Section 11, Township 76 North, Range 25 West	80.00	6/27/2018	\$470,000	\$5,875	\$0.13	1.06	\$498,200	\$6,228	\$0.14

Information Legend	
Location:	SE1/4 NW1/4 & S1/2 NE1/4, SEC. 14
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	DOWNING REV. TRUST
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401

I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
 (signature)
 10/16/2020
 (date)

1 name: Matthew A. Fouts
 3586
 9 December 31, 2021
 seal



PRORATORY EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
 SEC. 14-T76-R24W OF THE 5TH P.M.
 WARREN COUNTY, IOWA



SEMENT PLATS.dwg, on 10/16/2020 11:30 AM.

NORTH LINE
SE1/4 NW1/4

N89°38'53"W
81.85'()

ANENT EASEMENT

SE1/4 NW1/4, S1/2 NE1/4
SEC. 14-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA





Warren County Abstract
215 West Salem
Indianola, IA 50125

REPORT OF LIENS (CURRENT OWNER)

Order No. CT2012639

Your File No:

To: JCG Land Services
9001 Hickman Rd, Suite 100
Urbandale, IA 50322

Description:

The Southwest of the Northeast Quarter (SW1/4NE1/4) and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 14, Township 76 North, Range 24 West of the 5th P.M., Iowa, containing 200 acres, more or less.

Last Grantee, Devisee, Heir-at-Law in the chain of title:

D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of Ardene K. Downing Revocable Trust u/a/d July 21, 2015, by virtue of Corrected Warranty Deed filed October 19, 2018 as Instrument No. 2018-8344. All Warranty Deeds cover more property than under examination.

Instruments and proceedings affecting title:

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 354-355.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 356-357.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 358-359.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 360-361.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 362-363.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 364-365.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 251, Pages 366-367.

Warranty Deed to D. Robert Downing and Ardene K. Downing, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, recorded in Book 266, Pages 245-246.

Personal lien search for the following names only:

D. Robert Downing and Arden K. Downing, (or their successors), as Co-Trustees of
Arden K. Downing Revocable Trust u/a/d July 21, 2015
Arden K Downing Revocable Trust and Robert D Downing Revocable Trust
Arden K Downing and Robert D Downing

MECHANICS' NOTICE AND LIEN REGISTRY

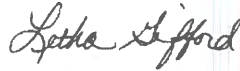
We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Warren County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: NONE

No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. We assume no liability for the errors or omissions on the part of the Mechanics' Notice and Lien Registry.

The use of this Report of Liens (Current Owner) is restricted to the party to whom it is addressed. This is not a Title Opinion nor a complete chain of title. This is only a summary of requested information from the current deed forward is shown and there is no guarantee that the title is marketable, nor that the unsatisfied encumbrances or liens, as shown, are valid. The liability assumed hereunder shall not exceed the amount paid for this report.

Dated as of July 24, 2020 at 5:00 PM

Warren County Abstract



Letha Gifford
TGD # 8113

The intended use of this product is not to be used in conjunction with Iowa Title Guaranty Certificates.



CORRECTED WARRANTY DEED

For the consideration of One Dollar(s)
and other valuable consideration, D. Robert Downing and Ardene K. Downing, husband and wife,
do hereby Convey to
D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of D. Robert
Downing Revocable Trust U/A/D July 21, 2015 the following described real estate in
Warren County, Iowa: See Addendum "A" - Pages 3-6

This Deed corrects the legal description shown in Warranty Deed recorded in Book 2015, Page 9318, Office of the Warren County Recorder, to except Parcel "A" from the property located in the Southwest Quarter of the Southwest Quarter of Section 12, Township 74 North, Range 23 West of the 5th P.M., Warren County, Iowa (See Page 5, Paragraph 3) and shall serve to correct and replace the same.

See companion deed re-recorded this same date for the remaining one-half (1/2) interest in and to said real estate, said deed appearing in Instrument No. 2018- 08344, in the office of the Warren County Recorder

This deed is exempt according to Iowa Code 428A.2(21)

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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 on 10-16-18, 2018.

D. Robert Downing
D. Robert Downing (Grantor)

Ardene K. Downing
Ardene K. Downing (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me on October 16, 2018, by D. Robert Downing and Ardene K. Downing, husband and wife



Tricia Jordan
Signature of Notary Public

Quarter (NW fr. ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

Beginning at the center of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, thence along the North line of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), South 86°59'55" East 164.49 feet; thence South 00°15'26" East 1,224.18 feet; thence North 87°15'56" West 2,672.73 feet to the West line of said Section Seven (7), thence along said West line, North 00°00'00" East 370.80 feet; thence South 89°53'34" East 452.50 feet; thence North 00°14'25" East 838.85 feet to the North line of the Southwest Quarter (SW ¼) of said Section Seven (7); thence along said North line, South 87°06'02" East 1,184.73 feet; thence North 00°00'00" East 702.24 feet; thence South 87°06'02" East 849.58 feet; thence South 00°00'00" West 702.24 feet to said North line of the Southwest Quarter (SW ¼); thence South 87°06'02" East 12.21 feet to the point of beginning. Said parcel containing 80.000 acres, including 0.513 acres of State Highway right-of-way.

Also known as:

Parcel "A" located in the Northwest fractional Quarter of the Southwest Quarter (NW fr. ¼ SW ¼), in the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 7, Page 8 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F", a part of Parcel "A" of the survey of the Northwest Fractional Quarter of the Southwest Quarter (NW fr. ¼ SW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 13 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "E" of the survey of the Southwest Fractional Quarter of the Northwest Quarter (SW fr. ¼ NW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 12 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "B" of the survey of the North Half (N ½) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F" of the survey of the South Half (S ½) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

All that portion of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Iowa that lies Southeasterly of the railroad right-of-way of the C.R.I.&P. Railroad, EXCEPT commencing at the center of the railroad 72 rods North of the Southeast (SE) corner of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of said Section; South 72 rods, thence North 34°44'00" West 34.12 rods; thence West 2.74 rods to the center of the railroad, thence in a Northeasterly direction along said railroad to place of beginning.

AND

Parcel "A" of the survey of the North Half of the Southeast Quarter (N ½ SE ¼) of Section One (1), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 18 of 76-24 in the office of the Warren County Recorder,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South One Hundred (100) acres of the Southeast Quarter (SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

EXCEPT

Parcel "A" of the survey of the South Half of the Southeast Quarter (S ½ SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 1 of 74-23 in the office of the Warren County Recorder,

AND

The North Half of the Northwest Quarter (N ½ NW ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The West Half of the Southeast Quarter (W ½ SE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

EXCEPT

Parcel "C" of the survey in the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Plat of Survey in Book 2010, Page 5093 in the office of the Warren County Recorder,

AND

The North Half of the Northeast Quarter (N ½ NE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa,

AND

The South Half of the Northeast Quarter (S ½ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

ALL SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.



CORRECTED
WARRANTY DEED

For the consideration of One _____ Dollar(s)
and other valuable consideration, D. Robert Downing and Ardene K. Downing, husband and wife,
_____ do hereby Convey to
D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of Ardene K.
Downing Revocable Trust U/A/D July 21, 2015 the following described real estate in
Warren County, Iowa: See Addendum "A" - Pages 3-6

This Deed corrects the legal description shown in Warranty Deed recorded in Book 2015, Page 9317, Office of the Warren County Recorder, to except Parcel "A" from the property located in the Southwest Quarter of the Southwest Quarter of Section 12, Township 74 North, Range 23 West of the 5th P.M., Warren County, Iowa (See Page 5, Paragraph 3) and shall serve to correct and replace the same.

See companion deed re-recorded this same date for the remaining one-half (1/2) interest in and to said real estate, said deed appearing in Instrument No. 2018-08343, in the office of the Warren County Recorder

This deed is exempt according to Iowa Code 428A.2(21)

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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 on 10-16-18, 2018.

D. Robert Downing

D. Robert Downing (Grantor)

Ardene K. Downing

Ardene K. Downing (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me on October 16, 2018, by D. Robert Downing and Ardene K. Downing, husband and wife



Tricia Jordan
Signature of Notary Public

Quarter (NW fr. ¼) of Section Seven (7), Township Seventy-six 976) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

Beginning at the center of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, thence along the North line of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), South 86°59'55" East 164.49 feet; thence South 00°15'26" East 1,224.18 feet; thence North 87°15'56" West 2,672.73 feet to the West line of said Section Seven (7), thence along said West line, North 00°00'00" East 370.80 feet; thence South 89°53'34" East 452.50 feet; thence North 00°14'25" East 838.85 feet to the North line of the Southwest Quarter (SW ¼) of said Section Seven (7); thence along said North line, South 87°06'02" East 1,184.73 feet; thence North 00°00'00" East 702.24 feet; thence South 87°06'02" East 849.58 feet; thence South 00°00'00" West 702.24 feet to said North line of the Southwest Quarter (SW ¼); thence South 87°06'02" East 12.21 feet to the point of beginning. Said parcel containing 80.000 acres, including 0.513 acres of State Highway right-of-way,

Also known as:

Parcel "A" located in the Northwest fractional Quarter of the Southwest Quarter (NW fr. ¼ SW ¼), in the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), in the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 7, Page 8 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F", a part of Parcel "A" of the survey of the Northwest Fractional Quarter of the Southwest Quarter (NW fr. ¼ SW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 13 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "E" of the survey of the Southwest Fractional Quarter of the Northwest Quarter (SW fr. ¼ NW ¼) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 12 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "B" of the survey of the North Half (N ½) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F" of the survey of the South Half (S ½) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

All that portion of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Iowa that lies Southeasterly of the railroad right-of-way of the C.R.I.&P. Railroad, EXCEPT commencing at the center of the railroad 72 rods North of the Southeast (SE) corner of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of said Section; South 72 rods, thence North 34°44'00" West 34.12 rods; thence West 2.74 rods to the center of the railroad, thence in a Northeasterly direction along said railroad to place of beginning.

AND

Parcel "A" of the survey of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 18 of 76-24 in the office of the Warren County Recorder,

AND

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South One Hundred (100) acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "A" of the survey of the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 1 of 74-23 in the office of the Warren County Recorder,

AND

The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "C" of the survey in the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Plat of Survey in Book 2010, Page 5093 in the office of the Warren County Recorder,

AND

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa,

AND

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

ALL SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration,
D. Robert Downing and Ardene K. Downing, husband and wife
do hereby Convey to D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of Ardene K. Downing
Revocable Trust U/A/D July 21, 2015 the following described real estate in Warren County, Iowa:
See Addendum "A" - Page 3-6

See companion deed recorded this same date for the remaining one-half (1/2) interest in and to said real estate, said deed appearing in Book 2015, Page 9318, in the office of the Warren County Recorder.

This deed is exempt according to Iowa Code 428A.2(11).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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: 11-6-15

D. Robert Downing
D. Robert Downing (Grantor)

Ardene K. Downing
Ardene K. Downing (Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me this 6th day of November, 2015 by D. Robert Downing and Ardene K. Downing



Denise Grupp
Signature of Notary Public

Quarter (NW fr. $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

Beginning at the center of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, thence along the North line of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), South $86^{\circ}59'55''$ East 164.49 feet; thence South $00^{\circ}15'26''$ East 1,224.18 feet; thence North $87^{\circ}15'56''$ West 2,672.73 feet to the West line of said Section Seven (7), thence along said West line, North $00^{\circ}00'00''$ East 370.80 feet; thence South $89^{\circ}53'34''$ East 452.50 feet; thence North $00^{\circ}14'25''$ East 838.85 feet to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Seven (7); thence along said North line, South $87^{\circ}06'02''$ East 1,184.73 feet; thence North $00^{\circ}00'00''$ East 702.24 feet; thence South $87^{\circ}06'02''$ East 849.58 feet; thence South $00^{\circ}00'00''$ West 702.24 feet to said North line of the Southwest Quarter (SW $\frac{1}{4}$); thence South $87^{\circ}06'02''$ East 12.21 feet to the point of beginning. Said parcel containing 80.000 acres, including 0.513 acres of State Highway right-of-way,

Also known as:

Parcel "A" located in the Northwest fractional Quarter of the Southwest Quarter (NW fr. $\frac{1}{4}$ SW $\frac{1}{4}$), in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 7, Page 8 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F", a part of Parcel "A" of the survey of the Northwest Fractional Quarter of the Southwest Quarter (NW fr. $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 13 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "E" of the survey of the Southwest Fractional Quarter of the Northwest Quarter (SW fr. $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 12 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "B" of the survey of the North Half (N $\frac{1}{2}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F" of the survey of the South Half (S $\frac{1}{2}$) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

All that portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Iowa that lies Southeasterly of the railroad right-of-way of the C.R.I.&P. Railroad, EXCEPT commencing at the center of the railroad 72 rods North of the Southeast (SE) corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section; South 72 rods, thence North $34^{\circ}44'00''$ West 34.12 rods; thence West 2.74 rods to the center of the railroad, thence in a Northeasterly direction along said railroad to place of beginning.

AND

④

Parcel "A" of the survey of the North Half of the Southeast Quarter (N ½ SE ¼) of Section One (1), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 18 of 76-24 in the office of the Warren County Recorder,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South One Hundred (100) acres of the Southeast Quarter (SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "A" of the survey of the South Half of the Southeast Quarter (S ½ SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 1 of 74-23 in the office of the Warren County Recorder,

AND

The North Half of the Northwest Quarter (N ½ NW ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The West Half of the Southeast Quarter (W ½ SE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "C" of the survey in the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Plat of Survey in Book 2010, Page 5093 in the office of the Warren County Recorder,

AND

The North Half of the Northeast Quarter (N ½ NE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa,
AND

The South Half of the Northeast Quarter (S ½ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

ALL SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

6



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration,
D. Robert Downing and Ardene K. Downing, husband and wife
do hereby Convey to D. Robert Downing and Ardene K. Downing, (or their successors), as Co-Trustees of D. Robert Downing
Revocable Trust U/A/D July 21, 2015 the following described real estate in Warren County, Iowa:
See Addendum "A" - Page 3-6

See companion deed recorded this same date for the remaining one-half (1/2) interest in and to said real estate, said deed appearing in Book 2015, Page 9317, in the office of the Warren County Recorder.

This deed is exempt according to Iowa Code 428A.2(11).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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: 11-6-15

D. Robert Downing

D. Robert Downing

(Grantor)

Ardene K. Downing

Ardene K. Downing

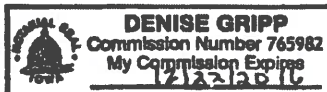
(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me this 14th day of November, 2015, by D. Robert Downing and Ardene K. Downing



Denise Grupp
Signature of Notary Public

Quarter (NW fr. $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

Beginning at the center of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, thence along the North line of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), South 86°59'55" East 164.49 feet; thence South 00°15'26" East 1,224.18 feet; thence North 87°15'56" West 2,672.73 feet to the West line of said Section Seven (7), thence along said West line, North 00°00'00" East 370.80 feet; thence South 89°53'34" East 452.50 feet; thence North 00°14'25" East 838.85 feet to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Seven (7); thence along said North line, South 87°06'02" East 1,184.73 feet; thence North 00°00'00" East 702.24 feet; thence South 87°06'02" East 849.58 feet; thence South 00°00'00" West 702.24 feet to said North line of the Southwest Quarter (SW $\frac{1}{4}$); thence South 87°06'02" East 12.21 feet to the point of beginning. Said parcel containing 80.000 acres, including 0.513 acres of State Highway right-of-way.

Also known as:

Parcel "A" located in the Northwest fractional Quarter of the Southwest Quarter (NW fr. $\frac{1}{4}$ SW $\frac{1}{4}$), in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 7, Page 8 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F", a part of Parcel "A" of the survey of the Northwest Fractional Quarter of the Southwest Quarter (NW fr. $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 13 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "E" of the survey of the Southwest Fractional Quarter of the Northwest Quarter (SW fr. $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 17, Page 12 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "B" of the survey of the North Half (N $\frac{1}{2}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

Parcel "F" of the survey of the South Half (S $\frac{1}{2}$) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 9 of 76-23 in the office of the Warren County Recorder,

AND

All that portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Six (6), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Iowa that lies Southeasterly of the railroad right-of-way of the C.R.I.&P. Railroad, EXCEPT commencing at the center of the railroad 72 rods North of the Southeast (SE) corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section; South 72 rods, thence North 34°44'00" West 34.12 rods; thence West 2.74 rods to the center of the railroad, thence in a Northeasterly direction along said railroad to place of beginning,

AND

(4)

Parcel "A" of the survey of the North Half of the Southeast Quarter (N ½ SE ¼) of Section One (1), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 18 of 76-24 in the office of the Warren County Recorder,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South One Hundred (100) acres of the Southeast Quarter (SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "A" of the survey of the South Half of the Southeast Quarter (S ½ SE ¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 1 of 74-23 in the office of the Warren County Recorder,

AND

The North Half of the Northwest Quarter (N ½ NW ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The West Half of the Southeast Quarter (W ½ SE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,
EXCEPT

Parcel "C" of the survey in the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Plat of Survey in Book 2010, Page 5093 in the office of the Warren County Recorder,

AND

The North Half of the Northeast Quarter (N ½ NE ¼) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa,

AND

The South Half of the Northwest Quarter (S ½ NW ¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa,
AND

The South Half of the Northeast Quarter (S ½ NE ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

ALL SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

⑥

Lots 17, 19, 23, 24, 26, 28, 29, except the east 20 feet of Lot 29, and Outlot Z, all in Heritage Hills Plat 4, in the City of Indianola, Iowa.

AND

The North Half of the Northeast Quarter of Section 11, Township 74 North, Range 23 West of the 5th P.M., Iowa,

AND

The South Half of the Northwest Quarter of Section 13, Township 76 North, Range 24 West of the 5th P.M., Iowa,

AND

The South Half of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 14, Township 76 North, Range 24 West of the 5th P.M., Iowa,

AND

The Southwest Quarter of the Southwest Quarter of Section 12, Township 74 North, Range 23 West of the 5th P.M., Iowa, EXCEPT Beginning at the southwest corner of said Section 12, thence East along the South line of said Section 12 a distance of 245.50 feet; thence North 00 degrees 29'18" East 176.00 feet; thence West 249.00 feet along a line parallel with the South line of said Section 12 to a point on the West line of said Section 12; thence South 176.00 feet along said West line to the point of beginning, AND EXCEPT Parcel "A" of the survey of the Southwest Quarter of the Southwest Quarter of Section 12, Township 74 North, Range 23 West of the 5th P.M., Iowa, as shown in Irregular Plat Book 5, P. 2 of 74-23 in the office of the Recorder of Warren County, Iowa.

EXHIBIT "A"

The South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa

AND

The South Half of the Northeast Quarter (S 1/2 NE 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

Attachment for Additional Information: 1/14 If so, number of pages _____

I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN PART I OF THIS STATEMENT IS TRUE AND CORRECT.

Signature: [Signature] Telephone Number: (515) 277-3262

(Transferor or Agent)

PART II - TO BE COMPLETED BY RECORDER

Date of Instrument 12/22/92 Book/I.D. 251 Page/I.D. 354-367

Date of Recording 12/28/92 City or Township Lincoln

Deed ☒ Contract ☐ County Warren

DNR form (SEPT. 91) **FILE WITH RECORDER** (See Instructions, #5) 642-0900

EXHIBIT "A"

The South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa

AND

The South Half of the Northeast Quarter (S 1/2 NE 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

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SE2:E3435001.92

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AND

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Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

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AND

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Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

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Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

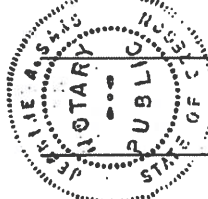
On this 11 day of DECEMBER,
1992, before me, the undersigned, a Notary Public
in and for said State, personally appeared
Bruce R. and Ann Winegarden,
husband and wife,

to me known to be the identical persons named in and
who executed the foregoing instrument and acknow-
ledged that they executed the same as their voluntary
act and deed.

Jeaneine A. Galt
Commission Expires: 8/20/93 Notary Public
(This form of acknowledgement for individual grantor(s) only)

Bruce R. Winegarden
Bruce R. Winegarden (Grantor)

Ann Winegarden
Ann Winegarden (Grantor)



(Grantor)

(Grantor)

EXHIBIT "A"

The South Half of the Northwest Quarter (S 1/2 NW 1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa

AND

The South Half of the Northeast Quarter (S 1/2 NE 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Iowa, containing 200 acres, more or less.

Subject to Easement in favor of Indianola Municipal Electric Utility.

SE2:E3435001.92

On this 18th day of December, 19 92, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven P. Winegarden and Nancy Nehring, husband and wife.

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Dorothy A. Brackett
Notary Public
(This form of acknowledgement for individual grantor(s) only)

Steven P. Winegarden
Steven P. Winegarden (Grantor)

Nancy Nehring
Nancy Nehring (Grantor)

(Grantor)

(Grantor)

EXHIBIT A

- 1. This grant is a non-exclusive easement with Grantors making no claims or guarantee that this grant will not conflict with existing easement rights, if any, of the City of Indianola.**
- 2. Grantee its successors or assigns in interest will move any underground lines if required for placement of any future sewer, water, or other utility lines required to serve the servient estate. This burden will expire 20 years from the date of grant or upon conveyance of the property by any immediate grantee of the Grantors, Grantor's heirs, closely held businesses, or Trusts for the benefit of the Downing Family members, whichever shall occur at the earlier date.**
- 3. Streets crossing over, but not running parallel over the described easement area and sidewalks shall not be deemed as prohibited by language stating that Grantors shall not place structures or other objects in the easement area.**
- 4. Grantors or their successors in interest as described in Paragraph 2 may have 120/240 single-phase transformers installed on this segment of 13200/7620 volt underground line by Grantee its successors or assigns for which no costs will be assessed to the Grantors. Any other extension of said 13200/7620 line would be made at the expense of the Grantor, successors or assigns as determined by the Iowa Utility Board Tariff or its successor regulating body.**

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the

a corporation, duly incorporated under the laws of the State of _____, agrees that the easement for road purposes, and for use as a public highway, granted _____ County, State of Iowa, in and to the premises described in the instrument on the reverse side hereof, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records in the office of the Recorder of _____ County, Iowa, at _____ Iowa.

Attest:

By _____

State of _____ Iowa _____ County of _____ Warren _____, ss.
On this _____ 8th day of _____ November _____, A. D. 1973, before me, _____ Peggy Wickett _____, a Notary Public in and for said county, personally appeared _____ Bryce W. Gause _____ and _____ _____, to me personally known, who being by me duly sworn did say that they are the _____ Asst. Trust Officer _____ and _____ respectively of the said _____ Peoples Trust & Savings Bank _____ a corporation duly organized under the Laws of the State of _____ Iowa _____, and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said _____ Bryce W. Gause _____ and _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Peggy Wickett
Notary Public in and for said County.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration _____ agrees that the easement for road purposes, and for use as a public highway granted _____ County, State of Iowa, in and to the premises described in the instrument on the reverse side hereof, shall be superior to the lien of the mortgage recorded in Book _____, Page _____, of the records in the office of the Recorder of _____ County, at _____ Iowa.

State of _____, County of _____, ss.
On this _____ day of _____, A. D. 19 _____, before me, a Notary Public, in and for said County, personally appeared _____ who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said County.

Instructions: Use corporate or personal form of waiver and acknowledgment as required.

5262

EASEMENT FOR PUBLIC HIGHWAY

To _____

Entered for taxation this _____ day of _____

November 9, 1973
Beverly Dickerson Auditor
Nina Hawley, Deputy
County Auditor

Filed for Record on the _____ day of _____

November 8, 1973
at _____ o'clock _____ P.M., and Recorded in Book _____ of _____

on Page _____

Delma J. Finkbeiner
Recorder

By _____ Deputy

no fee Co. Engle

Book 171 Page 60

6225 23 December 1992 3:15 Judith K. Lathrop
5.00 P 76 583

M. SCHMULFENIG FARM

RIGHT-OF-WAY EASEMENT

Instrument No. 1007

AND WHEREBY I HEREBY CERTIFY that on the undersigned Daniel Pitts Winegarden, a/k/a Daniel J. Winegarden, Attorney-in-Fact for Roberta H. Waterland, widow and unmarried and "Grantor", for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indiana Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Madison, Indianapolis, Iowa 50125, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County

ofMarion.....

State of Iowa and more particularly described as follows:

The S½ NW¼ of Section 13 and the S½ NE¼ of Section 14 and the SE¼ NW¼ of Section 14 all in T76N, R24W of the 5th P.M.

Section 13 & 14 Township ...76..... North, Range ...24..... West of the Fifth P.M. and a right-of-way to construct, operate, replace, repair, and maintain thereon or remove therefrom at its option, an electric transmission and distribution line (hereinafter called the "Line") for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indiana Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Madison, Indianapolis, Iowa 50125, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County

A strip of land bounded by the north right of way line of Hoover Street, a line parallel to and 25 feet north of said right of way line and the east and west property lines.

When constructed following the easement grant shall not be less than the minimum height as required by the National and State Electrical Safety Code above the surface of the ground beneath said wires. Grantee shall have the exclusive right to the space occupied by said wires beneath and on either side thereof so as necessary to provide reasonably safe insulation of the wires from contact by any person or object.

The Grantee agrees not to place, or allow to be placed, any building, structure or object of any kind beneath or in such close proximity of said wires so as to encroach upon the easement rights of Grantee until proper notification is given in and subsequent approval given by said Grantee.

All damages to the property of the Grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line (lines), shall be borne by the Grantee, its successors or assigns.

The grantor covenants that the above described lands are free and clear of encumbrances and liens of whatever character except those held by

and except taxes and assessments not yet due

It is further understood that, whenever necessary, words used in this instrument as the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine and vice versa.

And ... hereby released any right of dower, distributive share, homestead or other interest he or she may have in and to the easement granted herein.

"Grantee has the right to cancel this Agreement granting easement to Grantee by sending a 'Notice of Cancellation' to the Grantor at its principal place of business by certified mail with return receipt. The Notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday. Grantee acknowledges receipt of this written information as to right to cancel prior to signing of this easement instrument and at least 30 days receipt of the form in duplicate which can be used to send Grantee for 'Notice of Cancellation'. Grantee will not rescind this Agreement until after the period for cancellation has expired. This right of cancellation may be exercised only once for each transmission line project."

IN WITNESS WHEREOF, we have set our hands this 22nd day of December, A.D. 1992

Daniel Pitts Winegarden, a/k/a
Daniel J. Winegarden, Attorney-in-Fact
for Roberta H. Waterland

STATE OF IOWA
Polk COUNTY

On this 22nd day of December, A.D. 1992, before me, Notary Public in and for the County of Polk, State of Iowa, personally appeared Daniel Pitts Winegarden, a/k/a Daniel J. Winegarden, Attorney-in-Fact for Roberta H. Waterland, widow and unmarried and in the presence of the undersigned, who executed the foregoing instrument, and acknowledged that (he/she) executed the same as the voluntary act and deed of said Roberta H. Waterland.

My Commission expires: Bruce I. Campbell, Notary Public in and for Polk County, Iowa

BOOK 222 PAGE 5100
DATE 23 December 1922
P. 76 S. 595
JUDITH K. LETHROP
H. SCHNEIDERMAN PARK

RIGHT-OF-WAY EASEMENT
Section 13.14

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Daniel P. Winograd, a/k/a Daniel J. Winograd, Attorney-in-Fact for Steven P. Winograd and Nancy Lehman, husband and wife, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the City of Chicago, Illinois, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Cook, Illinois, and more particularly described as follows:

State of land and more particularly described as follows:
The S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 13 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 all in T76N, R24W of the 5th P.M.

Section 13 & 14 Township 76 North Range 24 West of the 7th P.M. and a right-of-way to construct, operate, repair, replace and maintain overhead and underground electric lines, including all necessary poles, wires, cross-arms, and anything for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric lines, and that they interfere with or obstruct the operation or maintenance of said lines, and right-of-way being described as follows:

A strip of land bounded by the north right of way line of Hoover Street, a line parallel to and 25 feet north of said right of way line and the east and west property lines.

When constructed following this document grant shall not be less than the minimum height as required by the National and State Electrical Safety Code above the surface of the ground beneath and wires. Grantee shall have the necessary right to the space around by and wires beneath and on either side thereof as is necessary to provide reasonably safe insulation of the wires from contact by any person or object.

The Grantee agrees not to place, or allow to be placed, any building, structure or object of any kind beneath or on each side of the property of the Grantor as to encroach upon the easement rights of Grantee and proper maintenance to grow in and subsequent approval given by, said Grantee.

All changes to the property of the Grantee (other than to those caused by constructing, maintaining, replacing, repairing, or removing, and erecting new lines) shall be done by the Grantee, its successors or assigns.

The grantor covenants that the above described lands are free and clear of encumbrances and liens of whatever character except those held by

and except taxes and assessments not yet due.

It is further understood that, whatever necessary, works used in the construction of the easement shall also be constructed in and on the place, and that works used in the maintenance of the easement shall also be constructed in and on the place.

And hereby releases any right of descent, distribution share, testamentary or other interest he or she may have in and to the easement granted herein.

Grantee has the right to sue on the Agreement granting easement to Grantee by making a "Notice of Commencement" to the Grantee at its principal place of business by certified mail with return receipt. The Notice must be signed by Grantee within seven (7) days of the date of the Agreement and must contain a copy of the Agreement and a copy of the form of complaint which can be used to sue Grantee for breach of the Agreement. Grantee will not sue and the Agreement and after the period for commencement has expired. The right of commencement may be extended only when for each termination two years.

IN WITNESS WHEREOF, we have on our hands this 22nd day of December, A.D. 1922.

Daniel P. Winograd, a/k/a Daniel J. Winograd, Attorney-in-Fact for Steven P. Winograd and Nancy Lehman

STATE OF ILLINOIS
County of Cook
On this 22nd day of December, A.D. 1922, before me, Notary Public in and for the County of Cook, Illinois, personally appeared Daniel P. Winograd, a/k/a Daniel J. Winograd, Attorney-in-Fact for Steven P. Winograd and Nancy Lehman, husband and wife, and to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that that person executed the same as the voluntary act and deed of said Steven P. Winograd and Nancy Lehman.
My Commission expires



5779 23 92 3:16 Judith K. Lathrop
5.00 December 76 587
H. SCHNEIDERMAN FARM

RIGHT-OF-WAY EASEMENT

Document No. 1007

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Daniel Pitts Winegarden, a/k/a Daniel J. Winegarden, Attorney-in-Fact for Bruce R. Winegarden and Ann Winegarden, husband and wife, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Josephine Municipal Electric Utility, (hereinafter called the "Grantee"), whose post office address is 111 S. Duane, Indianapolis, Iowa 50126, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County

ofHARRIS.....

State of Iowa and more particularly described as follows:

The S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 13 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 all in T76N, R24W of the 5th P.M.

Sections 13 & 14 Township 76 North Range 24 West of the 5th P.M. and a right-of-way to construct, operate, regulate, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line (hereinafter called the "Line") including all necessary poles, cross-arms, guy wires, anchors and everything for the transmission and distribution of electric current for any purpose whatsoever, its taking the right to cut and trim trees and shrubbery in the easement necessary to keep them clear of the electric line (hereinafter called the "Easement") with or without to enlarge the operation or maintenance of said line (hereinafter called the "Right-of-Way") being described as follows:

A strip of land bounded by the north right of way line of Hoover Street, a line parallel to and 25 feet north of said right of way line and the east and west property lines.

When constructed following the easement grant shall not be less than the minimum height as required by the National and State Electrical Safety Code above the surface of the ground beneath said wires. Grantee shall have the exclusive right to the space occupied by said wires beneath and on either side thereof as is necessary to provide reasonably safe isolation of the wires from contact by any person or object.

The Grantee agrees not to place, or allow to be placed, any building, structure or object of any kind beneath or on such close proximity of said wires as to encroach upon the easement rights of Grantee until proper notification is given to and subsequent approval given by, said Grantee.

All damages to the property of the Grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, and electric line (lines) shall be borne by the Grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by

and except taxes and assessments not yet due.

It is further understood that, whatever instrument, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine and vice versa.

And, Grantee hereby releases any right of dower, distribution share, homestead or other interest in or to the property herein.

"Grantee has the right to cancel this Agreement granting easement to Grantee by sending a 'Notice of Cancellation' to the Grantor at its principal place of business by certified mail with return receipt. The Notice must be received by Grantor within seven (7) days, excluding Saturdays and Sundays. Grantee's knowledge receipt of this written information as to right to cancel prior to signing of this easement agreement and at least days receipt of the form in duplicate which can be used to mail Grantee the 'Notice of Cancellation'. Grantee will not be able to cancel this Agreement until after the period for cancellation has expired. The right of cancellation may be exercised only once for each transmission line project."

IN WITNESS WHEREOF, we have set our hands this 22nd day of December, A.D. 1992.

Daniel Pitts Winegarden, a/k/a
Daniel J. Winegarden, Attorney-in-Fact
for Bruce R. Winegarden and Ann Winegarden

STATE OF IOWA } ss
Polk COUNTY }

On this 22nd day of December, A.D. 1992, before me, Notary Public in and for the County of Polk, State of Iowa, personally appeared Daniel Pitts Winegarden, a/k/a Daniel J. Winegarden, Attorney-in-Fact for Bruce R. Winegarden and Ann Winegarden, husband and wife, and to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that that person executed the same as the voluntary act and deed of said Bruce R. Winegarden and Ann Winegarden.

My Commission expires 12/31/95

Notary Public in and for Polk County, Iowa

London Dec. 10, 1907

of ...HAFSA.....

The S₁ NH₂ of Section 13 and the S₁ NH₂ of Section 14 and the S₂ NH₂ of Section 14 all in T76N, R24W of the 5th P.M.

A strip of land bounded by the north right of way line of Hoover Street, a line parallel to and 25 feet north of said right of way line and the east and west property lines.

IT IS HEREBY AGREED, for mutual consideration, that beginning at the eastern most point of the aforesaid common fence, being midway on the eastern north-south boundary of the Northwest Quarter of Section 13, Township 76 North, Range 24 West of the 5th P.M., Iowa, and running west along the common border as currently fenced:

- Downing will maintain the 140 rods running west from the point of beginning;
- then Klyn will maintain the next 140 rods running west;
- then Downing will maintain the next 60 rods running west;
- and Klyn will maintain the final 60 rods running west.

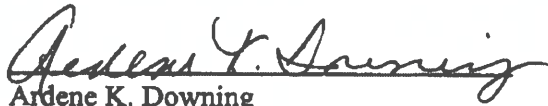
The fence shall be maintained as a "lawful fence" as defined in Section 359A.18 of the Code of Iowa (1999).

This agreement shall be binding on the heirs, successors, and assigns of these parties, as provided in Section 359A.13 of the Code of Iowa (1999).

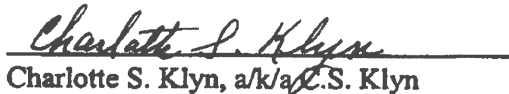
This agreement shall replace all prior agreements between these parties or their predecessors in interest, including without limitation the agreement at Book 22, Page 592 of the records of the Recorder of Warren County, Iowa.



D. Robert Downing



Ardene K. Downing



Charlotte S. Klyn, a/k/a C.S. Klyn

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Warren County Abstract. We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information

CT2012639

8/3/2020

Beacon - Warren County, IA - Parcel Report: 14000140260

**Summary**

Parcel ID 14000140260
Alternate ID
Property Address N/A
Sec/Twp/Rng 14-76-24
Brief Tax Description 14-76-24 SW NE
(Note: Not to be used on legal documents)
Deed Book/Page 2018-08344 (10/19/2018)
Contract Book/Page
Gross Acres 38.75
Net Acres 38.75
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District 14350 - W LINCOLN TWP/INDIANOLA SCH/INDIANOLA FIRE
School District INDIANOLA SCHOOL

Owner

Deed Holder
Downing, Ardene K Rev Tst/Downing, D Robert Rev Tst
8489 Hwy 65/69
Indianola IA 50125

Contract Holder

Mailing Address
Downing, Ardene K Rev Tst/Downing, D Robert Rev Tst
8489 Hwy 65/69
Indianola IA 50125

Land - Assessor

Lot Area 38.75 Acres; 1,687,950 SF

Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/16/2018	DOWNING, D ROBERT/ARDENE K	DOWNING, ARDENE K REV TST	2018-08344	No consideration	Deed	Y	\$0.00
10/16/2018	DOWNING, D ROBERT/ARDENE K	DOWNING, D ROBERT REV TST	2018-08343	No consideration	Deed	Y	\$0.00
11/6/2015	DOWNING, D ROBERT/ARDENE K	DOWNING, D ROBERT REV TST	2015-9318	No consideration	Deed	Y	\$0.00
11/6/2015	DOWNING, D ROBERT/ARDENE K	DOWNING, ARDENE K REV TST	2015-9317	No consideration	Deed	Y	\$0.00
2/19/1996			266-245	NO CONSIDERATION	Deed		\$0.00

☐ There are other parcels involved in one or more of the above sales:

[Recording: 2018-08344 - Parcel: 11000010463](#)
[Recording: 2018-08344 - Parcel: 11000010480](#)
[Recording: 2018-08344 - Parcel: 11000010837](#)
[Recording: 2018-08344 - Parcel: 11000010863](#)
[Recording: 2018-08344 - Parcel: 11000010880](#)
[Recording: 2018-08344 - Parcel: 11000020288](#)
[Recording: 2018-08344 - Parcel: 11000020620](#)
[Recording: 2018-08344 - Parcel: 11000020640](#)
[Recording: 2018-08344 - Parcel: 11000020660](#)
[Recording: 2018-08344 - Parcel: 11000020680](#)
[Recording: 2018-08344 - Parcel: 11000020820](#)
[Recording: 2018-08344 - Parcel: 11000020840](#)
[Recording: 2018-08344 - Parcel: 11000020860](#)
[Recording: 2018-08344 - Parcel: 11000110220](#)
[Recording: 2018-08344 - Parcel: 11000110240](#)
[Recording: 2018-08344 - Parcel: 11000110420](#)
[Recording: 2018-08344 - Parcel: 11000110440](#)
[Recording: 2018-08344 - Parcel: 11000110840](#)
[Recording: 2018-08344 - Parcel: 11000110861](#)

8/3/2020

Beacon - Warren County, IA - Parcel Report: 14000140260

Recording: 2018-08344 - Parcel: 11000110880
Recording: 2018-08344 - Parcel: 11000120660
Recording: 2018-08344 - Parcel: 11000120680
Recording: 2018-08344 - Parcel: 11000120860
Recording: 2018-08344 - Parcel: 11000130240
Recording: 2018-08344 - Parcel: 11000130420
Recording: 2018-08344 - Parcel: 11000130440
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Beacon - Warren County, IA - Parcel Report: 14000140260

Valuation

	2020	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$16,100	\$16,100	\$20,000	\$20,000	\$22,100	\$22,100
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$16,100	\$16,100	\$20,000	\$20,000	\$22,100	\$22,100
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$16,100	\$16,100	\$20,000	\$20,000	\$22,100	\$22,100

Taxation - Treasurer

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$11,226	\$10,890	\$10,497	\$10,190
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$11,226	\$10,890	\$10,497	\$10,190
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$11,226	\$10,890	\$10,497	\$10,190
x Levy Rate (per \$1000 of value)	29.11229	30.48448	30.55156	30.51591
= Gross Taxes Due	\$326.81	\$331.98	\$320.70	\$310.96
- Ag Land Credit	(\$13.63)	(\$15.28)	(\$14.14)	(\$17.46)
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$314.00	\$316.00	\$306.00	\$294.00

Homestead Tax Credit

[Apply online for the Iowa Homestead Tax Credit](#)

Tax History - Treasurer

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$157	Yes	3/24/2020	807084
	September 2019	\$157	Yes	9/16/2019	
2017	March 2019	\$158	Yes	3/22/2019	704816
	September 2018	\$158	Yes	9/7/2018	
2016	March 2018	\$153	Yes	3/20/2018	603174
	September 2017	\$153	Yes	9/12/2017	
2015	March 2017	\$147	Yes	3/17/2017	506821
	September 2016	\$147	Yes	9/12/2016	
2014	March 2016	\$177	Yes	3/23/2016	406822
	September 2015	\$177	Yes	9/17/2015	

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Beacon - Warren County, IA - Parcel Report: 14000140260

Tax Related Questions?

For tax related questions, please call the Warren County Treasurer's Office at (515)961-1110.

[How to Figure Your Own Tax](#) (you need Microsoft Excel on your computer to be able to open this file)

Iowa Land Records

[View Deed \(2018-08344\)](#)

Data for Warren County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1991.
For records prior to 1991, contact the County Recorder or Customer Support at www.iowaLandRecords.org.

No data available for the following modules: Residential Dwellings - Assessor, Commercial Buildings - Assessor, Agricultural Buildings - Assessor, Yard Extras - Assessor, Tax Sale Certificates, Photos - Assessor, Sketches - Assessor.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Beacon - Warren County, IA - Parcel Report: 14000140480



Summary

Parcel ID 14000140480
Alternate ID
Property Address N/A
Sec/Twp/Rng 14-76-24
Brief Tax Description 14-76-24 SE NW
(Note: Not to be used on legal documents)
Deed Book/Page 2018-08344 (10/19/2018)
Contract Book/Page
Gross Acres 38.62
Net Acres 38.62
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District 14350 - W LINCOLN TWP/INDIANOLA SCH/INDIANOLA FIRE
School District INDIANOLA SCHOOL

Owner

Deed Holder
Downing, Ardene K Rev Tst/Downing, D Robert Rev Tst
8489 Hwy 65/69
Indianola IA 50125

Contract Holder

Mailing Address
Downing, Ardene K Rev Tst/Downing, D Robert Rev Tst
8489 Hwy 65/69
Indianola IA 50125

Land - Assessor

Lot Area 38.62 Acres ; 1,682,287 SF

Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/16/2018	DOWNING, D ROBERT/ARDENE K	DOWNING, ARDENE K REV TST	2018-08344	No consideration	Deed	Y	\$0.00
10/16/2018	DOWNING, D ROBERT/ARDENE K	DOWNING, D ROBERT REV TST	2018-08343	No consideration	Deed	Y	\$0.00
11/6/2015	DOWNING, D ROBERT/ARDENE K	DOWNING, D ROBERT REV TST	2015-9318	No consideration	Deed	Y	\$0.00
11/6/2015	DOWNING, D ROBERT/ARDENE K	DOWNING, ARDENE K REV TST	2015-9317	No consideration	Deed	Y	\$0.00
2/19/1996			266-245	NO CONSIDERATION	Deed		\$0.00

There are other parcels involved in one or more of the above sales:

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[Recording: 2018-08344 - Parcel: 11000010480](#)
[Recording: 2018-08344 - Parcel: 11000010837](#)
[Recording: 2018-08344 - Parcel: 11000010863](#)
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[Recording: 2018-08344 - Parcel: 11000110840](#)
[Recording: 2018-08344 - Parcel: 11000110861](#)

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Recording: 2015-9318 - Parcel: 11000130460
Recording: 2015-9318 - Parcel: 11000130480

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Recording: 2015-9318 - Parcel: 11000340220
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Recording: 2015-9318 - Parcel: 13000060867
Recording: 2015-9318 - Parcel: 13000070242
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Recording: 2015-9317 - Parcel: 11000340280
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Recording: 266-245 - Parcel: 49328001000

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Beacon - Warren County, IA - Parcel Report: 14000140480

Valuation

	2020	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$14,300	\$14,300	\$18,000	\$18,000	\$20,200	\$20,200
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$14,300	\$14,300	\$18,000	\$18,000	\$20,200	\$20,200
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$14,300	\$14,300	\$18,000	\$18,000	\$20,200	\$20,200

Taxation - Treasurer

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$10,104	\$9,801	\$9,595	\$9,314
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$10,104	\$9,801	\$9,595	\$9,314
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$10,104	\$9,801	\$9,595	\$9,314
x Levy Rate (per \$1000 of value)	29.11229	30.48448	30.55156	30.51591
= Gross Taxes Due	\$294.15	\$298.78	\$293.14	\$284.23
- Ag Land Credit	(\$12.27)	(\$13.97)	(\$12.92)	(\$14.98)
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$282.00	\$284.00	\$280.00	\$270.00

Homestead Tax Credit[Apply online for the Iowa Homestead Tax Credit](#)**Tax History - Treasurer**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$141	Yes	3/24/2020	807089
	September 2019	\$141	Yes	9/16/2019	
2017	March 2019	\$142	Yes	3/22/2019	704821
	September 2018	\$142	Yes	9/7/2018	
2016	March 2018	\$140	Yes	3/20/2018	603168
	September 2017	\$140	Yes	9/12/2017	
2015	March 2017	\$135	Yes	3/17/2017	506826
	September 2016	\$135	Yes	9/12/2016	
2014	March 2016	\$152	Yes	3/23/2016	406827
	September 2015	\$152	Yes	9/17/2015	

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Beacon - Warren County, IA - Parcel Report: 14000140480

Tax Related Questions?

For tax related questions, please call the Warren County Treasurer's Office at (515)961-1110.

[How to Figure Your Own Tax](#) (you need Microsoft Excel on your computer to be able to open this file)

Iowa Land Records

[View Deed \(2018-08344\)](#)

Data for Warren County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1991.
For records prior to 1991, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Residential Dwellings - Assessor, Commercial Buildings - Assessor, Agricultural Buildings - Assessor, Yard Extras - Assessor, Tax Sale Certificates, Photos - Assessor, Sketches - Assessor.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Developed by



[Version 2.3.73](#)

Preparer

Information: Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284

Name	Street Address	City, State, Zip	Area Code-Phone
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When Recorded Return to:

Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284

Name	Street Address	City, State, Zip	Area Code-Phone
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SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner C.S. Klyn (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the City of Indianola, Iowa, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer line, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of December, 2020.

C.S. Klyn Estate
By Vincent S. Klyn
C.S. Klyn

STATE OF IOWA)
) SS
COUNTY OF Marion)

On this 29th day of December, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Vincent S. Klyn, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Lynn Oberbroeckling
Notary Public in and for the State of Iowa

Signed this ____ day of _____, 20__.

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, Andy Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____, passed on the ____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Indianola, Iowa

TEMPORARY CONSTRUCTION EASEMENT

For the consideration of ONE and NO/100---(\$1.00)---Dollars and other valuable consideration in hand paid by the City of Indianola, Iowa, C.S. KLYN, ("GRANTOR") does hereby grant to **CITY OF INDIANOLA, IOWA** ("GRANTEE") the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily during the initial construction of the project in connection with the GRANTEE'S Indianola Trunk Sewer Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

As a further consideration of this Grant, the GRANTEE herein agrees as follows:

1. That the GRANTEE shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without disturbing the operations and activities of GRANTOR, or its lessee on the remainder of GRANTOR'S property in the vicinity of the Easement Area. The GRANTEE shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of GRANTOR'S property free and clear of Mechanic's Liens and Material's Liens at all times.
2. That in the event driveways or other appurtenances to the property are damaged during the construction, the GRANTEE will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That immediately following the construction herein referred to, the GRANTEE will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to the condition it was in prior to the GRANTEE'S construction activities.
4. That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the sewer project by the GRANTEE and the performance by the GRANTEE of the conditions and covenants herein set out or within 18 months of the commencement of construction by the GRANTEE, the date of which will be given to GRANTOR by the GRANTEE, whichever may occur earlier.
5. The GRANTEE is hereby given permission by the GRANTOR to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of December, 2020.

C S Klyn Estate

By Vincent S. Klyn
C.S. Klyn

STATE OF Iowa)
) SS.
COUNTY OF Marion)

On this 29th day of December, 2020, before me, the undersigned, personally appeared Vincent S. Klyn, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Lynn Oberbroeckling
Notary Public in and for the State of Iowa

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 2
PROJECT NO. 201300COUNTY: Warren
PROJECT NAME: Indianola Trunk SewerSELLER: C.S. Klyn

THIS AGREEMENT entered into this ____ day of _____, 2020, by and between SELLER and City of Indianola, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY " or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Warren County, Iowa, and legally described on the attached **Permanent Easement**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES** to sell and furnish to **BUYER** a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and five which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>16,300.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>16,300.00</u>	TOTAL LUMP SUM
---------------------	----------------

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>3.76</u> ac.	<u>\$ 12,220.00</u>
Temporary Easement	<u>5.23</u> ac.	<u>\$ 4,080.00</u>
Landscaping/Other	_____	_____
Total		<u>\$ 16,300.00</u>
Additional Damages	_____	_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: _____

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 7 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None.

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the "Temporary Easement", on SELLER'S property for the purpose of allowing the City of Indianola, Iowa, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Indianola Trunk Sewer project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from initiation of construction on Seller's property by the City of Indianola, Iowa, or upon acceptance of the project by the City of Indianola, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

CS Klyn Estate

X-Ray Viscer Excutor
C.S. Klyn

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Marion } SS:

On this 29th day of December, A.D. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent S. Rlyn,
X to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Lynn Oberbroeckling (Sign in Ink)
Lynn Oberbroeckling (Print/Type Name)
 Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple, Project Manager (Date)

BUYER'S APPROVAL

Signed by: _____ (Date) _____

Signed by: _____ (Date) _____

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this ____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Indianola, Iowa and who did say that said instrument was signed on behalf of the City of Indianola by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City of Indianola, Iowa and by it voluntarily executed.

Notary Public in and for the State of Iowa



CERTIFICATION OF NEGOTIATOR AND PARCEL CHECK SHEET

COUNTY Warren PROJECT Indianola Trunk Sewer PARCEL NO. 3
OWNER Charles E. Sereg and Brenda Lou Sereg ADDRESS 3247 SE 20th, Des Moines, IA 50320

I certify the following information to be correct.

- 1. The written agreement secured embodies all of the considerations agreed upon between the property owner and myself.
- 2. The agreement was reached without coercion, promises other than those shown in the agreement, or threats or any kind whatsoever by or to either of us.
- 3. I have no direct or indirect present or contemplated future personal interest in this parcel or in any benefit from the acquisition of this property.
- 4. I am aware this parcel may be used in connection with a highway project that is Federally funded.
- 5. **Good Faith Negotiations:** The Right of Way Agent has made an effort to negotiate in good faith with the Seller(s) to acquire the property. These efforts include: 1) provided the Seller(s) with a copy of the appraisal of the property sought, 2) discussed the basis of determining value, 3) reviewed the project design plans, 4) discussed the contents of the acquisition contract, 5) addressed owner’s questions and concerns, 6) provided the owner(s) with a written offer of the fair market value.

FILE CONTAINS:

<u>N/A</u>	Information for Condemnation Form (Attach copies of proposed Owner & Tenant contracts)**
<u>N/A</u>	Administrative Settlement Form*
<u>YES</u>	Deed or Easement (if applicable)
<u>YES</u>	Owner Purchase Agreement
<u>N/A</u>	Tenant Purchase Agreement
<u>N/A</u>	10-day Waiver (if applicable)
<u>YES</u>	W-9 Request for Taxpayer Identification Number and Certification*
<u>YES</u>	Letters
<u>YES</u>	Written Offer (Owner’s) and Revised Offers if necessary
<u>N/A</u>	Written Offer (Tenant’s) and Revised Offers if necessary
<u>N/A</u>	Relocation Offers
<u>YES</u>	Contact Notes/Faxes/Emails/Photos/Donation/Disclosure of Representation/Etc.
<u>N/A</u>	Approved Request for Design Revision
<u>YES</u>	Land Surveyor’s Plat(s) & Descriptions (Current)
<u>YES</u>	Appraisal or Compensation Estimate
<u>YES</u>	Report of Liens or current Recertification (not more than 1 year old)
<u>YES</u>	Current Deed

*signed files only **condemnation files

Number of Tenants 0
Number of Tenants Signed 0

Certified by:

Phil Sporrer
Phil Sporrer, Acquisition Specialist

11-12-2020
Date

Approved by:

Michael Holsapple
Michael Holsapple, Project Manager

12/9/2020
Date

Preparer

Information: Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284
Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

Rick Graves, Wastewater Supt., City of Indianola, 110 N 1st Street, Indianola, IA 50125 515.962.5284
Name Street Address City, State, Zip Area Code-Phone

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner Charles E. Sereg and Brenda Lou Sereg, husband and wife (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the City of Indianola, Iowa, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer line, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of November, 2020.

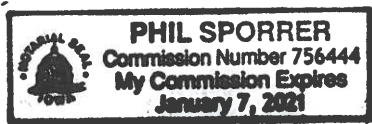
Charles E. Sereg
Charles E. Sereg

Brenda Lou Sereg
Brenda Lou Sereg

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Charles E. Sereg and Brenda Lou Sereg, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Phil Sporrer
Notary Public in and for the State of Iowa



Signed this ____ day of _____, 20__.

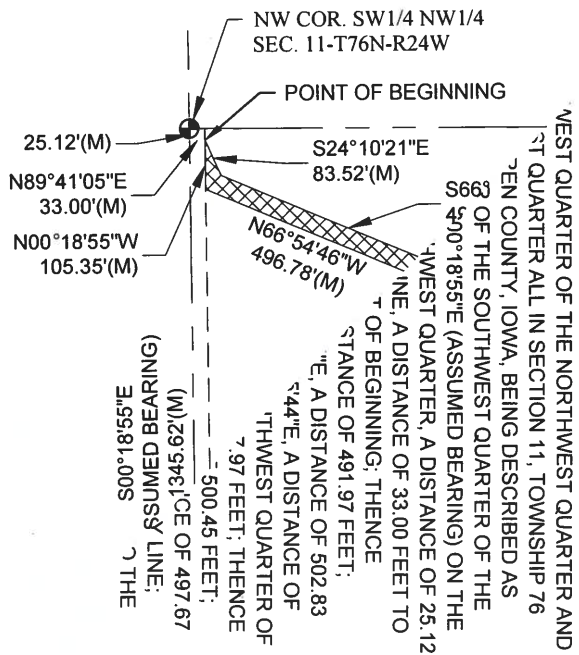
ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, Andy Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____, passed on the ____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

City Clerk of Indianola, Iowa



DESCRIPTION:

**SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA**

PERMANENT EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

For the consideration of ONE and NO/100---(\$1.00)---Dollars and other valuable consideration in hand paid by the City of Indianola, Iowa, **Charles E. Sereg and Brenda Lou Sereg, husband and wife**, ("GRANTOR") does hereby grant to **CITY OF INDIANOLA, IOWA** ("GRANTEE") the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily during the initial construction of the project in connection with the GRANTEE'S Indianola Trunk Sewer Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

As a further consideration of this Grant, the GRANTEE herein agrees as follows:

1. That the GRANTEE shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without disturbing the operations and activities of GRANTOR, or its lessee on the remainder of GRANTOR'S property in the vicinity of the Easement Area. The GRANTEE shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of GRANTOR'S property free and clear of Mechanic's Liens and Material's Liens at all times.
2. That in the event driveways or other appurtenances to the property are damaged during the construction, the GRANTEE will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That immediately following the construction herein referred to, the GRANTEE will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to the condition it was in prior to the GRANTEE'S construction activities.
4. That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the sewer project by the GRANTEE and the performance by the GRANTEE of the conditions and covenants herein set out or within 18 months of the commencement of construction by the GRANTEE, the date of which will be given to GRANTOR by the GRANTEE, whichever may occur earlier.
5. The GRANTEE is hereby given permission by the GRANTOR to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of November, 2020.

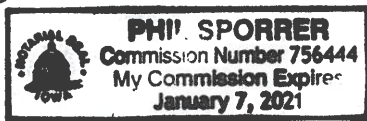
Charles E. Sereg
Charles E. Sereg

Brenda Lou Sereg
Brenda Lou Sereg

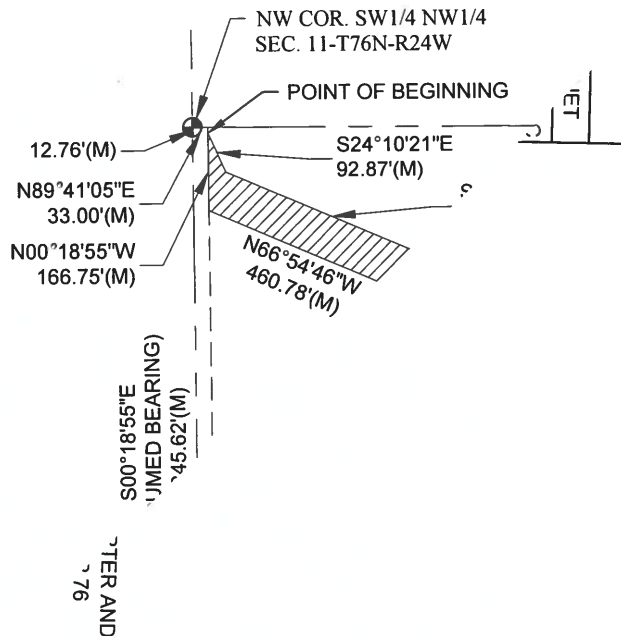
STATE OF IOWA)
COUNTY OF Polk) SS

On this 9th day of November, 2020, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Charles E. Sereg and Brenda Lou Sereg, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Phil Sporrer
Notary Public in and for the State of Iowa



Legend	
Location:	SW1/4 NW1/4 & NW1/4 SW1/4, SEC. 11
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	CHARLES SEREG
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401



I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
(signature) 10/1/2020 (date)

Printed or typed name: Matthew A. Fouts
Number: 23596
Renewal date is December 31, 2021
Sealed by this seal.

PROPRY EASEMENT

SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA



SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 3
PROJECT NO. 201300COUNTY: Warren
PROJECT NAME: Indianola Trunk SewerSELLER: Charles E. Sereg and Brenda Lou Sereg, husband and wife

THIS AGREEMENT entered into this ____ day of _____, 2020, by and between SELLER and City of Indianola, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY " or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Warren County, Iowa, and legally described on the attached **Permanent Easement**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,310.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ <u>8,310.00</u>	TOTAL LUMP SUM
--------------------	----------------

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>1.97</u> ac.	<u>\$ 6,405.00</u>
Temporary Easement	<u>2.44</u> ac.	<u>\$ 1,905.00</u>
Landscaping/Other	_____	_____
Total		<u>\$ 8,310.00</u>
Additional Damages	_____	_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. **SELLER WARRANTS** that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None.

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the "Temporary Easement", on SELLER'S property for the purpose of allowing the City of Indianola, Iowa, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Indianola Trunk Sewer project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from initiation of construction on Seller's property by the City of Indianola, Iowa, or upon acceptance of the project by the City of Indianola, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Charles E. Sereg
Charles E. Sereg

X Brenda Lou Sereg
Brenda Lou Sereg

ALL PURPOSE ACKNOWLEDGMENT

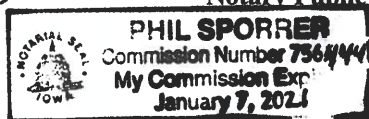
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 9th day of November, A.D. 20 20, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles E. Sereg and Brenda Lou Sereg,
to me personally known
or ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE

Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed

☐ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

Charles E. Sereg and Brenda Lou Sereg

RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/9/2020
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

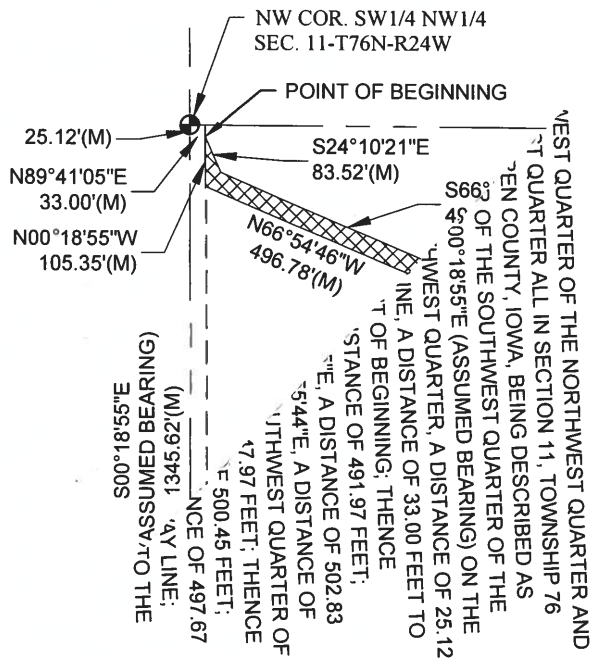
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Indianola, Iowa and who did say that said instrument was signed on behalf of the City of Indianola by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City of Indianola, Iowa and by it voluntarily executed.

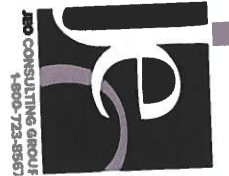
Notary Public in and for the State of Iowa



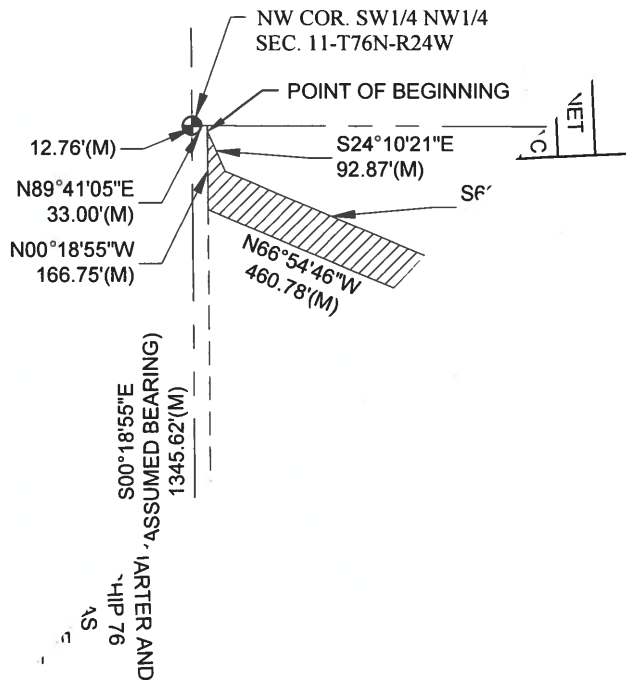
OPTION:

SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA

PERMANENT EASEMENT

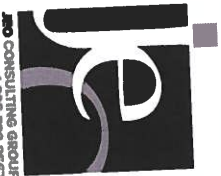


Legend	
Location:	SW1/4 NW1/4 & NW1/4 SW1/4, SEC. 11
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	CHARLES SEREG
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401



SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA

TEMPORARY EASEMENT



I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
(signature)

10/1/2020
(date)

Typed name: Matthew A. Fouts

Number: 23586

Expiry date is December 31, 2021

Sealed by this seal:



November 3, 2020

Charles Sereg and Brenda Lou Sereg
3247 SE 20th Street
Des Moines, IA 50320

RE: City of Indianola – Indianola Trunk Sewer
Project No. 201300

Dear Mr. and Mrs. Sereg:

My firm, JCG Land Services, Inc., has been retained by the City of Indianola, Iowa to help you with the acquisition of necessary land for the alignment of the Indianola Trunk Sewer project. As you may know, part of your property located at 8369 110th Avenue, Indianola, Iowa will be required for this project.

Project description – Indianola Trunk Sewer

Permanent Easement – Allows the City perpetual rights to place and maintain the sewer line on your property. The attached permanent easement plat depicts the area of the permanent easement.

Temporary Easement – Allows the City's contractor to temporarily use the portion of your property as described on the attached easement document for such things as storing materials and equipment and providing access during the period of construction.

As required by the Code of Iowa, we are enclosing a compensation estimate concerning your property. We believe this represents the fair market value of the area to be acquired.

As owner of the real estate needed for the above referenced project, you are entitled to Just Compensation. However, if you so desire, you have the right to donate the right of way needed for the improvement. This will be discussed by our representative at the time of your meeting.

We sincerely hope that the enclosed compensation estimate will provide you with the necessary information for our future discussions. However, should you have any questions or comments, please feel free to contact me at 515-460-2114 or phil.sporrer@jcglan.com.

Sincerely,

A handwritten signature in black ink that reads "Phil Sporrer".

Phil Sporrer, Right of Way Agent for the City of Indianola, Iowa

1715 South G Avenue
Nevada, Iowa 50201
Telephone: 515-382-1698
Fax: 515-382-2778

1921 51st Street NE, Suite 3
Cedar Rapids, Iowa 52402
Telephone: 319-362-3507
Fax: 319-294-9306

1011 SW 11th Street
Leon, Iowa 50144
Telephone: 641-446-7717
Fax: 515-382-2778

9001 Hickman Road, Suite 100
Urbandale, Iowa 50322
Telephone: 515-382-1698
Fax: 515-382-2778

e-mail: jcglan@jcglan.com • Web Site: www.jcglan.com

November 3, 2020

City Indianola
Project Indianola Trunk Sewer
Parcel 3

OFFER TO PURCHASE - COMPENSATION ESTIMATE

Owner: Charles E. Sereg and Brenda Lou Sereg, husband and wife

Address: 3247 SE 20th Des Moines, IA 50320

Pursuant to federal and state regulations, the City of Indianola, Iowa, presents to you the pamphlet *Highways and Your Land* and submits an offer of \$8,310.00 which represents just compensation of the right of way needed from your property.

You will not be required to move from your dwelling or to move your business, farm, non-profit organization to personal property any sooner n/a, which is at least 90 days from the date of this notice.

By 
Phil Sporrer, Acquisition Specialist

**ACQUISITION
RECORD OF CONTACTS**

County Warren Project Indianola Trunk Sewer Parcel 3

Owner Name Charles and Brenda Sereg Phone 515-770-5589

Owner Address 3247 SE 20th St, Des Moines, IA 50320

Tenant Name None Phone _____

Tenant Address _____

Residential ☐ Commercial ☐ Agricultural ☒ Non-Profit ☐

Owner ☒ Tenant ☐ Personal Contact ☒ Telephone ☒

Persons Present: Phil Sporrer, Charles Sereg, Brenda Sereg, Marcus Sereg

11/3/20

I stopped by Charles and Brenda's house and left a card in the door. I wrote a note on the back, briefly explaining the project and asking them to call me.

11/5/20

Charles called and left a message asking me to call him. I called Charles and we set an appointment for 3 pm at his shop at 103 Walnut Ave. in Des Moines. I met with Charles and his son Marcus and explained the project in detail. I answered a number of questions that Charles and Marcus asked. I left the documents with Charles to review with Brenda. I told him I would touch base 11.9.20 to set an appointment to meet with him and Brenda.

11/6/20

Charles called and asked if the City of Indianola would pay more. I explained that the project was a public project, and that the City would need to justify the easement compensation. I also mentioned that \$6,500 per acre seemed very fair for flood plain. Charles stated that he had reviewed the Compensation Estimate, and the comparable seemed reasonable. We set an appointment for 11.9.20 at 3:30.

11/9/20

I met with Charles and Brenda and answered a few more questions. They then signed all the necessary documents.

Signed _____


Phil Sporrer, Acquisition Specialist

Date _____

11/12/2020

City Indianola
Project No. 201300
Parcel No. 3

DISCLOSURE OF REPRESENTATION

Phil Sporrer of JCG Land Services, Inc. represents the **City of Indianola, Iowa**, in this transaction.

By signing below, the Seller confirms that written disclosure of representation was provided to them before signing of the transaction contract.

Charles C. Ray

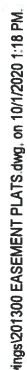
Brenda L. Lutz
(Seller's Signature)

11/9/2020
(Date)

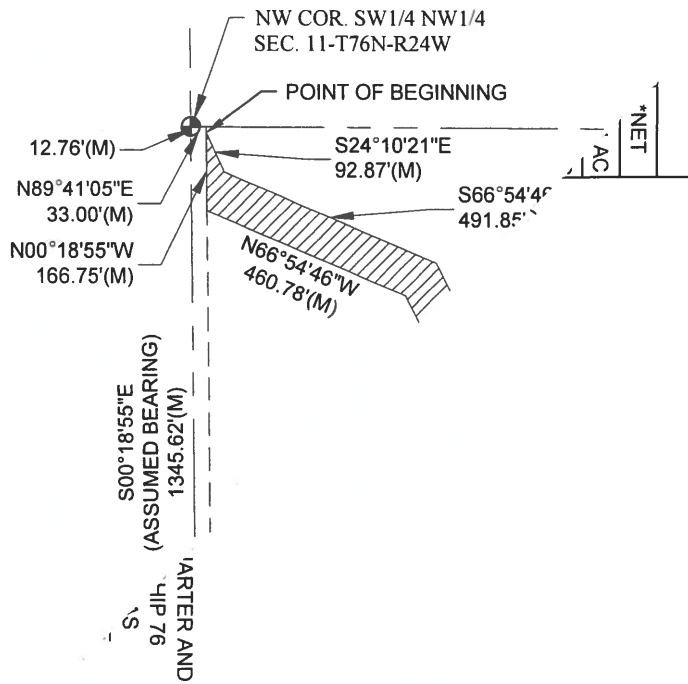


4TH WEST QUARTER OF THE NORTHWEST QUARTER AND
1ST QUARTER ALL IN SECTION 11, TOWNSHIP 76
RANGE 104E, TOWNSHIP 76S

PERMANENT EASEMENT

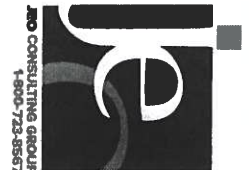


Information	
Location:	SW1/4 NW1/4 & NW1/4 SW1/4, SEC. 11
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	CHARLES SEREG
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401



TEMPORARY EASEMENT

SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA



I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
(signature)

10/1/2020
(date)

Printed or typed name Matthew A. Fouts

License Number 23586

Renewal date is December 31, 2021

Covered by this seal:

Compensation Estimate

Parcel No. 3 Project No. 201300 County Warren

Record Owner(s): Charles E. Sereg and Brenda Lou Sereg, husband and wife

Owner's Mailing Address: 3247 SE 20th Des Moines, IA 50320

Tenant(s): N/A

Tenant(s) mailing address: N/A

Subject Property address: 8369 110th Avenue, Indianola, IA 50125

This property is described as: As shown on the Permanent Easement Plat and Temporary Easement Plat attached hereto

Basis for land value estimate: Values obtained from comparable sales, see attached. Values rounded up to the nearest 5.

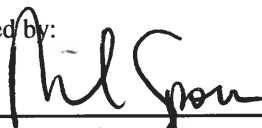
Fee Title	<u>0.00</u>	Acres Purchased	x	<u>\$6,500</u>	Land Value per Acre		=	<u>\$0.00</u>
Permanent Easement	<u>1.97</u>	Acres of Easement	x	<u>\$6,500</u>	Land Value per Acre	x <u>50%</u>	Reduction in Value of Easement Area	= <u>\$6,405.00</u>
Temporary Easement	<u>2.44</u>	Acres Rented	x	<u>\$6,500</u>	Land Value per Acre	x <u>8%</u>	Land Rental Rate per Year x <u>1.5</u> Years	= <u>\$1,905.00</u>

Qty	Description	Unit Cost
		x _____ = _____
		x _____ = _____
		x _____ = _____
		x _____ = _____
		x _____ = _____
		x _____ = _____
		x _____ = _____
Total Estimate		= <u>\$8,310.00</u>

Certification:

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the Agency, that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

*Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44 Code of Iowa

Approved by: 
11/12/2020
 DATE

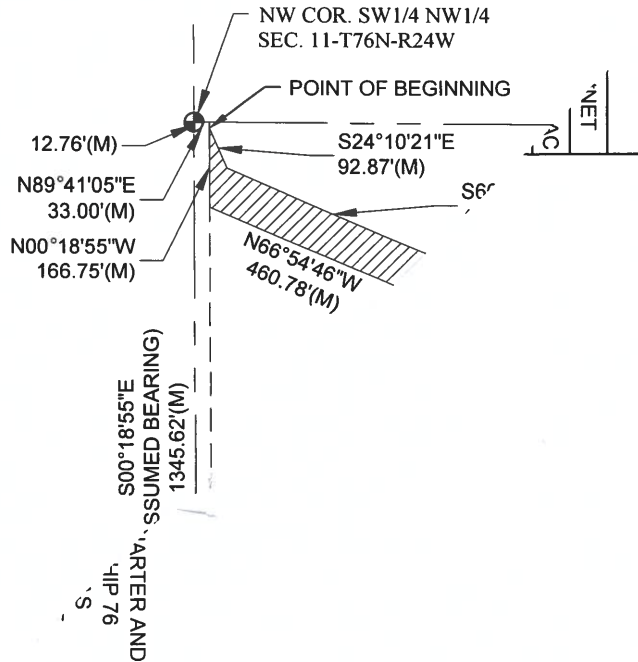
DATE OF ESTIMATE 10/19/2020

Signed 
 Alex King, Estimating Agent

Comparable Sales

Location	Size (acres)	Sale Date	Sale Price	Price/Acre	Price/Sq.ft	Inflation Adjustment	Adjusted Price	Adjusted Price/Acre	Adjusted Price/Sq.ft
Pt E½ SW¼ & Pt W¼ SE¼ Sec 34, Township 77 North Range 23 West	75.100	2/24/2020	\$488,000	\$6,498	\$0.15	1	\$488,000	\$6,498	\$0.15
Pt W¼ NE¼, E¼ NW¼, Parcel F SW¼ NW¼, and Parcel F NW¼ SW¼, Sec 12, Township 76 North, Range 25 West	171.30	11/30/2018	\$1,175,000	\$6,859	\$0.16	1.05	\$1,233,750	\$7,202	\$0.17
S½ SE¼ Section 11, Township 76 North, Range 25 West	80.00	6/27/2018	\$470,000	\$5,875	\$0.13	1.06	\$498,200	\$6,228	\$0.14

Legend	
Location:	SW1/4 NW1/4 & NW1/4 SW1/4, SEC. 11
	T76N-R24W, 5TH P.M., WARREN COUNTY, IOWA
Requestor:	WARREN COUNTY
Proprietor:	CHARLES SEREG
Surveyor:	MATTHEW A. FOUTS
Surveyor Company:	JEO CONSULTING GROUP, LLC
Return To:	724 SIMON AVE. CARROLL, IA 51401



I hereby certify that this land surveying document was prepared and the related survey was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Fouts
(signature)

10/1/2020
(date)

Printed or typed name: Matthew A. Fouts
Number: 23586
Renewal date is December 31, 2021
Covered by this seal

SW1/4 NW1/4 & NW1/4 SW1/4
SEC. 11-T76-R24W OF THE 5TH P.M.
WARREN COUNTY, IOWA



TEMPORARY EASEMENT



REN COUNTY, IOWA, BEING DESCRIBED AS

S 600°18'55"E (ASSUMED BEARING) ON THE

X LINE, A DISTANCE OF 33.00 FEET T

11. DISTANCE OF 491.97 FEET;

54'4" E, A DISTANCE OF

N60
490
JHWESI QUARIER
17 97 FEET. THENC.

NE 500.45 FEET;
NCE OF 4070

ASSUMED BEARING)
LINE: 1345.62'(M)

S00°18'55"E

°41' 33.0
°18' 05.5

N8
N0

300 EASEMENT PLATS.dwg, on 10/1/2020 1:18 PM.

PERMANENT EASEMENT





Warren County Abstract
215 West Salem
Indianola, IA 50125

REPORT OF LIENS (CURRENT OWNER)

Order No. CT2012643

Your File No:

To: JCG Land Services
9001 Hickman Rd, Suite 100
Urbandale, IA 50322

Description:

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 11,
Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa.

Property Address:

8369 110th Avenue
Indianola, IA 50125

Last Grantee, Devisee, Heir-at-Law in the chain of title:

Charles E Sereg and Brenda Lou Sereg, by virtue of Deed filed May 2, 1991 in Book
244, Page 293. Deed contains more property than under examination.

Instruments and proceedings affecting title:

Easement filed September 5, 1972 in Book 165, Pages 449-450.

Easement filed August 2, 1988 in Book 61, Pages 62-64.

Agreement filed June 25, 2018 in Instrument No. 2018-04928.

Real Estate Taxes: 2018-2019 and all prior years paid.

Real Estate Taxes payable for the fiscal year 2019-2020: \$728.00

1st Installment: \$364.00, Paid

2nd Installment: \$364.00, Paid.

PARCEL NO. 14000110460

2020 ASSESSED VALUE: \$33,800.00

NOTE: We do not certify to any Special Assessments until they have been
certified at the County Treasurer's Office.

NOTE: We make no report of real estate taxes for the 2019/2020 fiscal year,
payable 2020/2021 as the taxes are not available.

Personal lien search for the following names only:

Charles E Sereg
Brenda Lou Sereg

MECHANICS' NOTICE AND LIEN REGISTRY

We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Warren County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: NONE

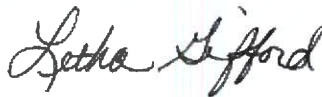
No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. We assume no liability for the errors or omissions on the part of the Mechanics' Notice and Lien Registry.

The use of this Report of Liens (Current Owner) is restricted to the party to whom it is addressed. This is not a Title Opinion nor a complete chain of title. This is only a summary of requested information from the current deed forward is shown and there is no guarantee that the title is marketable, nor that the unsatisfied encumbrances or liens, as shown, are valid. The liability assumed hereunder shall not exceed the amount paid for this report.

Dated as of July 31, 2020 at 5:00 PM

Warren County Abstract

By:



Letha Gifford
TGD # 8113

The intended use of this product is not to be used in conjunction with Iowa Title Guaranty Certificates.

INSTR. No. 952 FILED FOR RECORD THE 2 DAY OF STATE OF IOWA, WARREN COUNTY:
 RECORDING FEE \$ 15.00 August, 1988 AT 8:16 Judith K. Lathrop Recorder
 TRANSFER FEE \$ _____ O'CLOCK A. M. BOOK 61 PAGE 62-64 By _____ Deputy
 EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

George C. Morrison Family Farms, Ltd.

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water, Inc., hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove waterlines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Warren County, Iowa, being more specifically described as follows:

See Attached

and locally known as: Along Grimes 925-1075 together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, will be kept to a minimum.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17 day of Oct., 1987 George C. Morrison Family Farms Ltd.

George C. Morrison

Gary C. Morrison

STATE OF IOWA, WARREN COUNTY ss:

On this 17 day of Oct., 1987, before me the undersigned, a notary public in and for the State of Iowa appeared George C. Morrison & Gary C. Morrison to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Kenneth Hines
 Notary Public

See Note: See Miss Book 76, Page 383 for Disclaimer

EXHIBIT A

The Southwest quarter of the Southwest quarter of Section three, Township 76 North, Range 24, West of the 5th P.M. That part of the Northeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M., beginning in the center of the old channel of Middle River at a point 582 feet East of the Southwest corner of the Northeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M., and running thence down said channel on the following distances and courses: North 19°30' West one hundred feet; North 26°0' East one hundred seventy-five feet; North 69°0' East two hundred thirty feet; North 84°15' East four hundred feet; South 88°30' East one hundred five feet to the East line of said Section four, thence South 374 feet to the Southeast corner of said Northeast quarter of the Southeast quarter of Section four, thence West to the point of beginning, containing 5.56 acres. The East one-half of the Southeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M.

AND

All that part of the South half of the Southwest quarter of the Southeast quarter of the Southeast Quarter lying East of public road, Section 4, Township 76 North, Range 24, West of the 5th P.M. The East 236.5 feet of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M., EXCEPT the West 38.5 feet of the North 198 feet thereof, and, Beginning 264 feet South of the Northwest corner of the Southeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M., and running thence North 66 feet, thence East 423.5 feet, thence South 68 feet to the center of the old channel of Middle River, thence Westerly up said channel to the point of beginning. The East 236.5 feet of the North half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section four, Township 76 North, Range 24, West of the 5th P.M.

AND

Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section Eleven (11), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M. Iowa.

AND

The East one-half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Seventy-six (76) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa.

AND

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and the West one-half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) except

-2-

four (4) acres thereof lying North and East of the Highway and except that part of the South Half of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) lying West of the County Road; also the North One Quarter (N 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and that portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) which lies West of the Highway containing two (2) acres, more or less, all in Section 9, Township 76 North, Range 24 West of the 5th P.M. in Warren County, Iowa; and the Southeast 17 (SE 17) acres, more or less, lying South and East of the old channel of Middle River, of Section four (4), Township 76 North, Range 24 West of the 5th P.M. in Warren County, Iowa, 81 acres, more or less.

AND

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 3, and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, except about five (5) acres of said last described forty (40) acres, lying Southeast of the Old Channel of Middle River, and except a strip fifty (50) feet wide on the South side of Middle River Ditch, and except all of the land Northwest of said Ditch, all in Township 76 North, Range 24 West of the 5th P.M. in Warren County, Iowa, 69 acres more or less.

AND

The North two (2) Acres of the West one-half (W 1/2) Southeast Quarter (SE 1/4), Southeast Quarter (SE 1/4), Section Four (4), Township Seventy-six (76), Range Twenty-four (24) West of the 5th P.M., Iowa, Warren County, Iowa.

AND

All that part of the South 5 acres of the W 1/2 of the SE 1/4 of the SE 1/4 of Section 4, Township 76 North, Range 24 West of the 5th P.M. Iowa lying West of the County Road, Warren County, Iowa.

KNOW ALL MEN BY THESE PRESENTS:

That George C. Morrison and Regina Morrison, husband and wife

of Warren County, State of Iowa, in consideration of the sum of \$ 732.41
 Land - \$248.41 -- Fence - \$484.00
Seven hundred thirty-two and 41/100 DOLLARS

in hand paid by Warren County, Iowa, do hereby sell and convey untoWarren County, Iowa, for road purposes and for use as a Public Highway, thefollowing described premises situated in the County of Warren, State of Iowa, to-wit:

The west 40 feet of the north 672 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ also the west 40 feet of the
 SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, T-76N, R-24W of the 5th. P.M., Warren County, Iowa.

and we hereby covenant with the said Warren Countythat we are lawfully seized of said premises; that they are free from incumbrance;

that we have good and lawful authority to sell and convey the same, and we
 do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and

the said undersigned
 hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 1st day of September, A. D. 19 72

George C. Morrison
 George C. Morrison
Regina Morrison
 Regina Morrison

STATE OF IOWA Warren County, ss.DOEA 1st day of September, A. D. 19 72, before meDarlene Streiter a Notary Public in and for WarrenCounty, State of Iowa personally appeared George C. Morrisonand Regina Morrisonto me known to be the person S. named in and who executed the foregoing instrument, and acknowledged thatthey executed the same as their voluntary act and deed.

Darlene Streiter
 Notary Public in and for said County.

Instructions: If there be any encumbrances fill out blank waivers on reverse side.

PROPERTY PLAT

Acquired from GEORGE C. MORRISON & REGINA MORRISON

Married or Single? _____

R. O. W. Area 0.92 Acres.

(Give full name of spouse)

Borrow Area _____ Acres. Total Consideration \$ 248.41

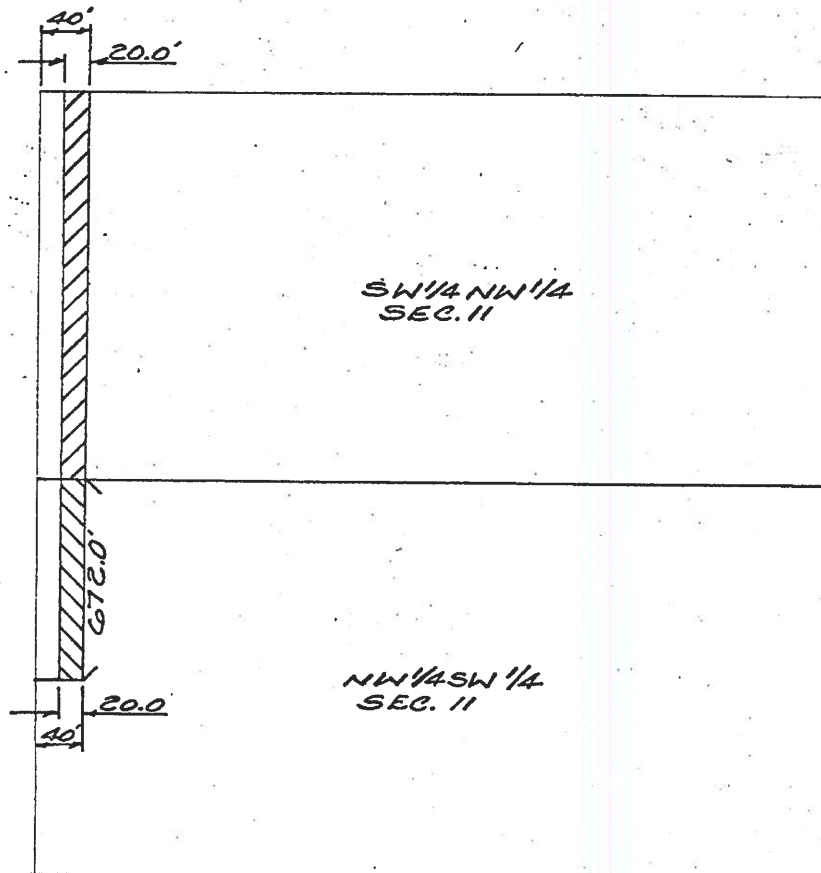
Acquired by Easement Date of Contract 1971
(Easement—Deed—Condemnation—Contract)

LOCATION

From CL Station _____ to CL Station _____

Section 11, Township 70N, Range 24W

Township (Civil) Lincoln Iowa.



Warren
(County)

Project No. LCP-3-70

List areas by 40 acre tracts or Gov't lots, etc. (to tenths of an acre).

Instrument #: 2018-04928
06/25/2018 03:15:25 PM Total Pages: 6
XMS MISCELLANEOUS
Recording Fee: \$ 42.00
Polly Glascock, Recorder, Warren County Iowa



Form Title 371 TE
Recorder's Cover Sheet

Agreement & Contract for Fire Protection &
Emergency Response Services

42 -
Ch

Preparer Information:

City of Indianola, 110 N. 1st, PO Box 299, Indianola, Iowa 50125 (515) 961-9410

unw/ Return Address:

City of Indianola, 110 N. 1st, PO Box 299, Indianola, Iowa 50125

Grantors:

See Page 2

Grantees:

See Page 2

Legal Description:

See Page 5

AGREEMENT AND CONTRACT FOR FIRE PROTECTION
AND EMERGENCY RESPONSE SERVICES

Between the
City of Indianola located in Warren County, State of Iowa
And
Lincoln Township located in Warren County, State of Iowa

1. Public Entities

This agreement and contract shall be between the City of Indianola and Lincoln Township.

2. Area Service

The legal description of the area to be afforded fire suppression and emergency response services as provided by this Agreement is attached as Exhibit A to this Agreement. A map of the area described in Exhibit A is attached as Exhibit B to this Agreement.

3. Services Provided

It is agreed that the City of Indianola will provide the following fire protection and other emergency services for all property in Lincoln Township as described in Exhibit A:

- a) The City shall be responsible for fire protection and emergency response services.
- b) The City shall be responsible for contracting with companies or individuals to provide emergency services during calls that activate the emergency response system.
- c) The City shall be responsible for maintaining and operating all emergency response equipment and apparatus. The City will respond with appropriately trained personnel when the emergency response system is activated. Except during an emergency, City shall give immediate notice thereof to Township.
- d) The City shall obtain any permits, certificates, while meeting any requirements necessary designated by county, state or federal agency that have jurisdiction over the emergency response system.

4. Equipment

It is further agreed that the City of Indianola will own, maintain, house, and staff the fire protection and other emergency equipment used under this Agreement. The equipment provided shall meet or exceed the standards set by the National Fire Protection Association at the time the equipment is manufactured.

5. Budget

It is agreed that by January 15th of each year, the Indianola Fire Department shall provide Lincoln Township a proposed budget showing all revenues and all expenses for emergency services for the next fiscal year. This budget will include operational, capital outlay and capital improvements for the Fire Department and shall be the basis for Lincoln Township tax levies and payments. By January 15th of each succeeding year the City of Indianola shall provide an actual

budget for the previous year and a proposed budget for the upcoming year.

6. Fire Reports

It is further agreed that by January 15th of each year, the Indianola Fire Department shall submit to the Trustee's a report detailing emergency services calls for the prior calendar year for the fire district, showing calls for the City of Indianola and each township and served by the district. This report shall be based on fire reports filed with the State Fire Marshall office.

7. Tax Levies

It is agreed that the Trustees of Lincoln Township will levy a tax for fire and EMS and shall not exceed \$.6075, or such greater amount as allowed by Iowa Code § 359.43, per thousand of the city valuation. It is agreed that the millage required to be levied for fire and EMS by Lincoln Township for Fire/EMS services shall not be in excess of the millage levy for such purposes within the corporate limits of the City.

8. Payments

Lincoln Township shall disburse taxes collected to the City of Indianola on September 30th and on March 31st of each year. The county as a direct deposit payment to the city, shall disburse township taxes collected. This requires the township to designate this option on their budget forms submitted to the county authorizing this procedure to take place.

9. Mutual Aid Agreements

It is agreed that the City's fire equipment may be used in fire protection areas outside the area covered by this Agreement in accordance with mutual aid agreements between the City and other townships and cities to assist each other for the purpose of cost effective fire protection.

10. Fees

It is agreed and understood that the City may charge fees for Fire, EMS and Haz-Mat calls, the fees and mileage charged will be the same as for the City of Indianola.

11. Insurance Coverages

As the City has control of all Fire Department operations, the City will provide at its own expense, bodily injury liability, property damage liability, workers compensation and malpractice/error and omissions coverage for equipment and personal.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement and thereafter, to the extent allowed by law, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the entity. Notwithstanding the above, each entity at

all times reserves the right to retain counsel of its own to defend its respective interest.

13. Length of Term

This Agreement shall be in effect until June 30, 2023. The Agreement may be amended by all parties by resolutions and agreement of both parties governing body at any time.

14. Termination

In the event that any public entity that is a party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal shall be completed and delivered to the other public entity by hand delivery or certified mail before November 1. Said withdrawal or termination shall not become effective until the following June 30th, and all current and outstanding payments for services will be made by Lincoln Township to the City of Indianola up to the date of termination.

Approved by the City Council of the City of Indianola, Iowa.

Dated: 6-4-18

Shirley J. Clark, Mayor for term

Dated: 6-4-18

Diana Zuh, City Clerk

Approved by the Board of Trustees of Lincoln Township.

Dated: 4-12-18

L. Kevin Middelmont, Chair

Dated: 4-13-2018

Jane Reeve, clerk

Exhibit A
Legal Description

Land lying in Lincoln Township, Warren County Iowa
T76R22W, T76R23W, T76NR24W

Exhibit B
Map

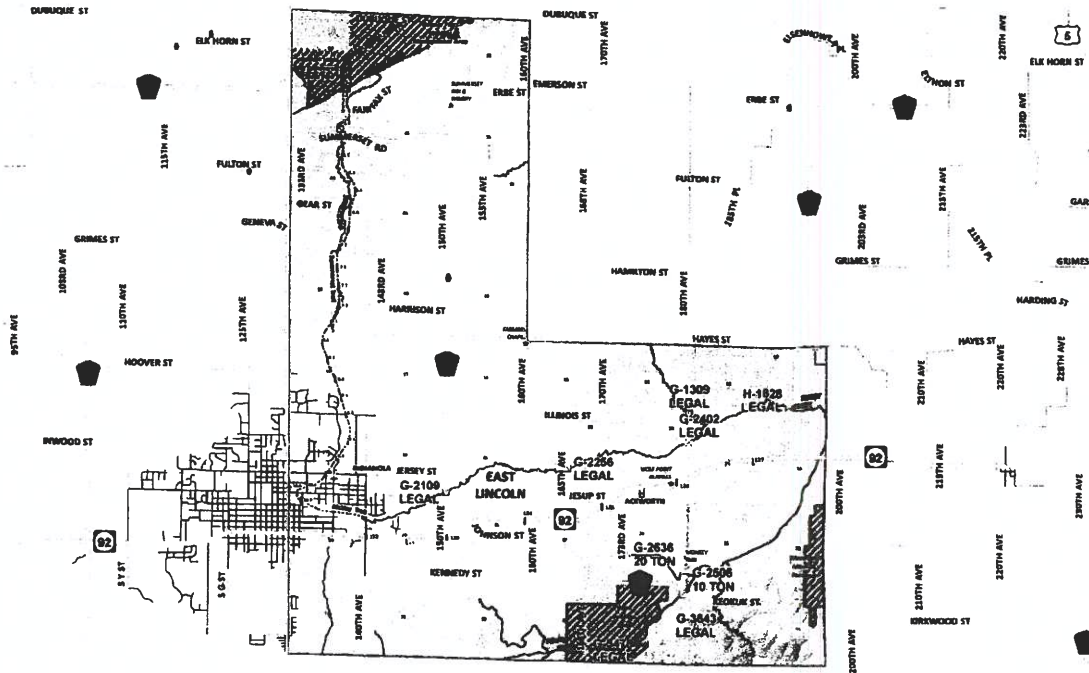
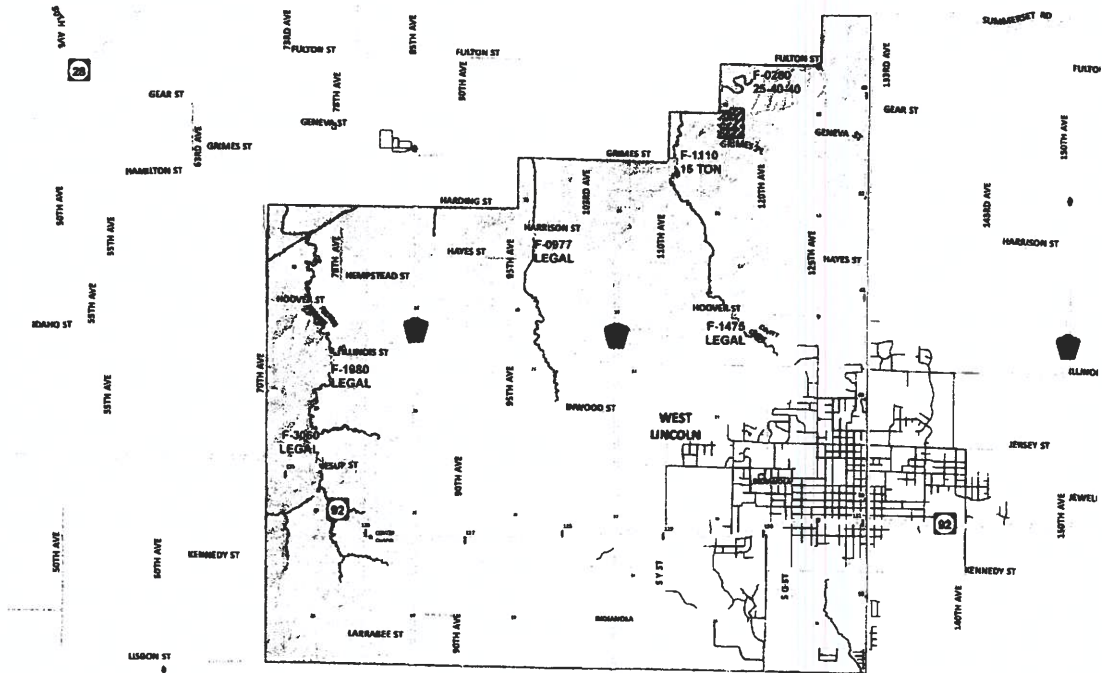


Exhibit B Map



Entered for taxation the 2
of May 19 91
Beverly Dickman Auditor
Arnold Green Deputy

6420
WARREN COUNTY: IOWA
FILED FOR RECORD

91 MAY -1 PM 2:41

BOOK 244 PAGE 293
JUDITH K. LATHROP, RECORDER

Roberta Lucas DEPUTY \$10.00 P.L.
Three Rivers

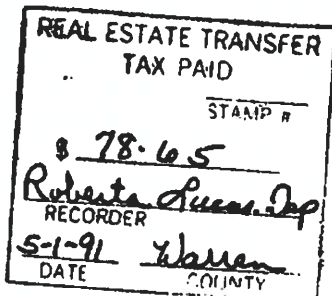


**WARRANTY DEED
(CORPORATE GRANTOR)**

SPACE ABOVE THIS LINE
FOR RECORDER

For the consideration of One (\$1.00)
Dollar(s) and other valuable consideration, George C. Morrison Family Farms, Ltd.
a corporation organized and existing under the laws of the State of Iowa
does hereby Convey to Charles E. Sereg and Brenda Lou Sereg, husband and wife as
joint tenants with full right of survivorship and not as tenants in common
the following described real estate in Warren County, Iowa:

The Southwest Quarter (SW 1/4) of the Northwest Quarter
(NW 1/4) and the Northwest Quarter (NW 1/4) of the Southwest
Quarter (SW 1/4) all in Section 11, Township 76 North, Range
24, West of the 5th P.M., Warren County, Iowa



The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Warren County Abstract. We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information

CT2012643

8/3/2020

Beacon - Warren County, IA - Parcel Report: 14000110460



Summary

Parcel ID 14000110460
 Alternate ID
 Property Address 8369 110TH AVE
 INDIANOLA IA 50125
 Sec/Twp/Rng 11-76-24
 Brief Tax Description 11-76-24 SW NW
 (Note: Not to be used on legal documents)
 Deed Book/Page 244-293 (5/2/1991)
 Contract Book/Page
 Gross Acres 38.79
 Net Acres 38.79
 Class A - Agriculture
 (Note: This is for tax purposes only. Not to be used for zoning.)
 District 14350 - W LINCOLN TWP/INDIANOLA SCH/INDIANOLA FIRE
 School District INDIANOLA SCHOOL

Owner

Deed Holder
[Sereg, Charles E Et Ux](#)
 3247 SE 20th
 Des Moines IA 50320

Contract Holder

Mailing Address
 Sereg, Charles E Et Ux
 3247 SE 20th
 Des Moines IA 50320

Land - Assessor

Lot Area 38.79 Acres ; 1,689,692 SF

Agricultural Buildings - Assessor

Plot #	Type	Description	Width	Length	Year Built
	Steel Utility Building		40	100	2011
	Lean-To	Att to Stl Util Bldg	10	20	2011

Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
5/2/1991		SEREG, CHARLES E/BRENDA LOU	244-293	COURT ORDERED SALE	Deed		\$71,500.00

⊞ There are other parcels involved in one or more of the above sales:
[Recording: 244-293 - Parcel: 14000110640](#)

8/3/2020

Beacon - Warren County, IA - Parcel Report: 14000110460

Valuation

	2020	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$28,400	\$28,400	\$38,300	\$38,300	\$39,800	\$39,800
+ Assessed Building Value	\$5,400	\$5,400	\$7,800	\$7,800	\$9,800	\$9,800
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$33,800	\$33,800	\$46,100	\$46,100	\$49,600	\$49,600
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$33,800	\$33,800	\$46,100	\$46,100	\$49,600	\$49,600

Taxation - Treasurer

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$21,499	\$20,854	\$18,905	\$18,351
+ Taxable Building Value	\$4,378	\$4,247	\$4,655	\$4,518
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$25,877	\$25,101	\$23,560	\$22,869
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$25,877	\$25,101	\$23,560	\$22,869
x Levy Rate (per \$1000 of value)	29.11229	30.48448	30.55156	30.51591
= Gross Taxes Due	\$753.34	\$765.19	\$719.79	\$697.87
- Ag Land Credit	(\$26.11)	(\$27.53)	(\$25.46)	(\$27.87)
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$728.00	\$738.00	\$694.00	\$670.00

Homestead Tax Credit[Apply online for the Iowa Homestead Tax Credit](#)**Tax History - Treasurer**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$364	Yes	3/10/2020	811824
	September 2019	\$364	Yes	9/12/2019	
2017	March 2019	\$369	Yes	3/12/2019	704775
	September 2018	\$369	Yes	9/18/2018	
2016	March 2018	\$347	Yes	12/20/2017	603130
	September 2017	\$347	Yes	9/12/2017	
2015	March 2017	\$335	Yes	12/16/2016	506779
	September 2016	\$335	Yes	9/20/2016	
2014	March 2016	\$284	Yes	12/16/2015	406780
	September 2015	\$284	Yes	9/11/2015	

<https://beacon.schneidercorp.com/Application.aspx?AppID=9&LayerID=35&PageTypeID=4&PageID=34&KeyValue=14000110460>

2/3

8/3/2020

Beacon - Warren County, IA - Parcel Report: 14000110460

Tax Related Questions?

For tax related questions, please call the Warren County Treasurer's Office at (515)961-1110.

[How to Figure Your Own Tax](#) (you need Microsoft Excel on your computer to be able to open this file)

Iowa Land Records

[View Deed \(244-293\)](#)

Data for Warren County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1991.
For records prior to 1991, contact the County Recorder or Customer Support at www.iowaLandRecords.org.

No data available for the following modules: Residential Dwellings - Assessor, Commercial Buildings - Assessor, Yard Extras - Assessor, Tax Sale Certificates, Photos - Assessor, Sketches - Assessor.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness or completeness.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 7/31/2020 8:09:28 PM](#)

Developed by



[Version 2.3.73](#)

Meeting Date: 02/01/2021

Subject

Resolution approving the purchase of a 2021 Ford Explorer Utility vehicle for the Police Department in an amount not to exceed \$32,917.00.

Information

Fiscal Impact

Attachments

Vehicle Purchase Memorandum
Resolution Approving Purchase
Invoice

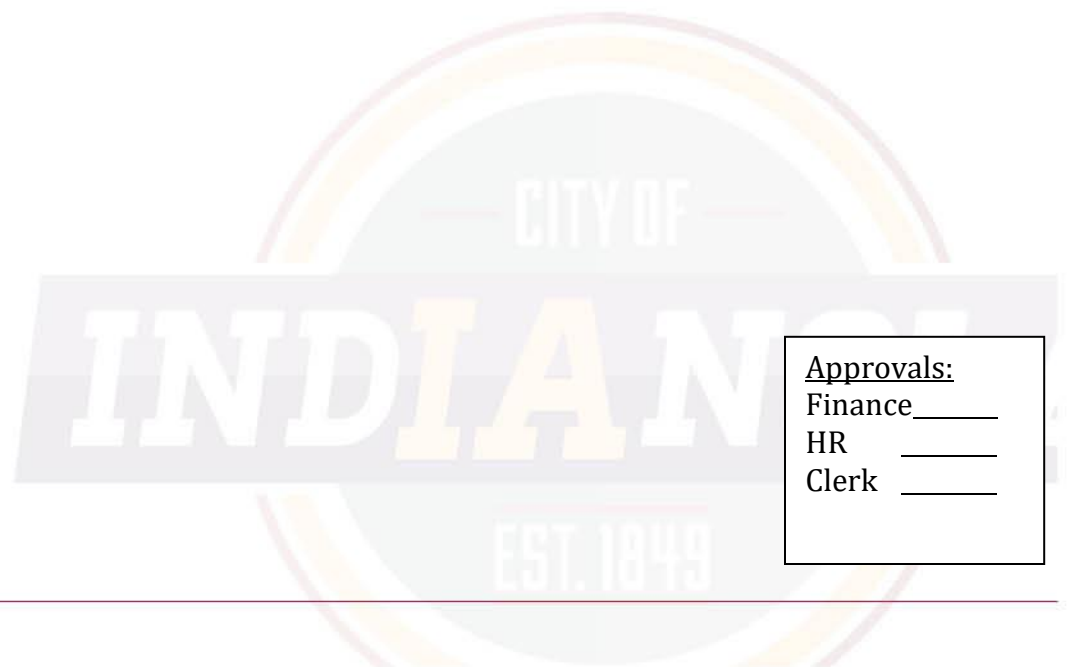


— POLICE DEPARTMENT —

January 20th, 2021

To: Mayor and City Council
From: Lieutenant Rob Hawkins
CC: Ryan Waller, City Manager, Andy Lent, Director of Finance
Re: Patrol vehicle purchase authorization

In line with the Indianola Police Department Fleet Vehicle acquisition and replacement schedule, Indianola Police was approved to purchase three patrol vehicles for the FY21 year. The first patrol vehicle slated for FY21 has arrived at the dealership for delivery. IPD is requesting council approval to purchase and authorize payment for one (1) 2021 Ford Explorer Utility (Designated as Car #211). This vehicle was budgeted for at \$32,932.00 and bid out by Stivers Ford Lincoln in Waukee, Iowa at the Iowa state bid price of \$32,917.00.



Approvals:

Finance _____
HR _____
Clerk _____

**CITY OF INDIANOLA
RESOLUTION NO 2021-**

**RESOLUTION APPROVING THE PURCHASE
OF A 2021 FORD EXPLORER UTILITY VEHICLE**

WHEREAS, the Indianola Police Department budgeted for three (3) replacement vehicles in FY2021; and

WHEREAS, Stivers Ford Lincoln of Waukee, Iowa holds the state contract bid for police vehicles of this make and model; and

WHEREAS, an invoice for the purchase of said vehicle for \$32,917.00 from Stivers Ford Lincoln is attached to this Resolution.

BE IT THEREFORE RESOLVED, that the City Council of Indianola hereby approves the purchase of the 2021 Ford Explorer Utility police vehicle from Stivers Ford Lincoln of Waukee, Iowa at a cost of \$32,917.00, and staff is hereby authorized to execute documents on behalf of the City to purchase said vehicle.

Passed and adopted this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

INVOICE NO. F10221

1450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM

**CAR INVOICE**

Sold To: CITY OF INDIANOLA				Date: 01/20/2021	
Address: 110 N 1ST INDIANOLA, IA 50125					
Home Number: N/A		Work Number: N/A		Salesman: RON REESE	
				2nd Salesman: N/A	
☒ NEW	☐ USED	Year: 2021	Make: FORD	Model: POLICE	Color: BLACK
				Body: AWD	
Vehicle Ident. or Serial Number: 1FM5K8AB1MGA64460				Key No.: STOCK: F10221	

Year:	Make:	Model:
VIN:		
Balance Owed on Trade-In		
Payoff N/A		
Finance Company N/A		
Address N/A		
First Payment Due 01/20/2021		

**EQUIPPED AS PER
FEDERAL PRICE LABEL**

HOLDBACK

VEHICLE MILES

4

CUSTOMER EMAIL

N/A

FINANCE MANAGER

HOUSE F&I MANAGER

DEALER INSTALLED:

N/A

TOTAL=

PRICE OF CAR	32,917.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
USE TAX	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	32,917.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	32,917.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT \$ 32,917.00	
AT \$	
TOTAL	32,917.00

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS
HEREIN STATED**

Meeting Date: 02/01/2021

Subject

Resolution approving salaries.

Information

Fiscal Impact

Attachments

Resolution Approving Salaries

City of Indianola
RESOLUTION NO 2021-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

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

Bob Soukup, Firefighter/Paramedic, from FF5 \$74,572.07/year (\$250 longevity) to FF5 \$74,622.07/year (\$300 longevity), effective January 17, 2021;

Sean Lunde, Firefighter/Paramedic, from FF Hire \$57,509.43/year to FF1 \$60,535.72/year, effective February 14, 2021;

Robert Collier, Firefighter/Paramedic, from FF2 \$63,678.37/year to FF3 \$67,075.48/year, effective March 1, 2021;

Jason Kling, Firefighter/Paramedic, from FF2 \$63,678.37/year to FF3 \$67,075.48/year, effective March 1, 2021;

Passed and approved this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent , City Clerk/CFO

Meeting Date: 02/01/2021

Subject

Consideration of the appointment of Jim Lindsley to serve on the Fine Arts and Beautification Commission for a term beginning immediately and ending on July 1, 2023.

Information

Roll call is in order.

Fiscal Impact

Attachments

Lindsley Application

Lindsley Bio



City Clerk / Finance Office

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

VOLUNTEER APPLICATION FORM TO SERVE ON A CITY BOARD AND COMMISSION

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

To be considered, interested individuals must be Indianola residents. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interest citizens. The City of Indianola desires to have diverse representation on the Boards and Commissions to reflect the age, race/ethnicity and gender of the Indianola community. All appointments are made during the City Council meetings that take place on the first and third Monday.

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

PERSONAL INFORMATION

NAME:	Jim Lindsley				
STREET ADDRESS:	2402 W Henderson Ave				
CITY:	Indianola	STATE:	IA	ZIP:	50125
EMAIL:	lindsley.jim@gmail.com				
HOME PHONE:		CELL PHONE:	515-249-4677	WORK PHONE:	
GENDER:	Male	AGE (OPTIONAL):	55	RACE (OPTIONAL):	

☐ BOARD OF ADJUSTMENT / APPEALS meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.	☐ CIVIL SERVICE COMMISSION meets on call. The commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The commission consists of three members that serve 4-year terms.	☐ HOMETOWN PRIDE COMMITTEE meets once a month. The committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2 year terms.
☐ IMU BOARD OF TRUSTEES meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.	☐ LIBRARY BOARD OF TRUSTEES meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures and rooms and personnel. The Board consists of seven members serving 6-year terms.	☐ MEMORIAL AQUATIC CENTER COMMISSION meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐ PARK & RECREATION COMMISSION meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.	☐ PLANNING & ZONING COMMISSION meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The commission consists of 9 members who serve 5-year terms. This Commission is appointed by the City Council.	☐ SUSTAINABILITY COMMITTEE This committee reviews options to become a more "green" community and reduce the city's carbon footprint.
		☒ Fine Art & Beautification Commission This committee is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community.



Fine Art and Beautification Commission

Jim Lindsley

515-249-4677

lindsley.jim@gmail.com

INTRODUCTION:

Jim Lindsley has called Indianola home for the past 18 years. After moving to the area in 2003, he has been involved in several community projects from volunteering with the local school district to participating in productions with the community theatre. Jim has been a software engineer for Principal Financial Group for the past 27 years.

VOLUNTEER AND BOARD HISTORY:

In his time in Indianola, Jim has taken on several volunteer roles in support of the arts. He has participated as a member of the Indianola High School Music Boosters, volunteering for multiple ensembles. He has acted as a Show Choir chaperone, staging and field support for the Marching Band and set construction/strike for both the Show Choir and High School Theatre Department. Currently, Jim serves on the Board of Directors for Carousel Theatre of Indianola (CTI). Jim has been involved with CTI for the past 8 years, serving on the Board of Directors for the last 3 years.

Some of the leadership roles that Jim has filled for CTI include Technical Director, Master Carpenter and Stage Manager. As a board member, he has served as the Project Chair for two committees, the Website Redesign Committee, and the Facilities Committee. He has also played a key role in driving several technical advancements including a new stage lighting system and audio equipment upgrades. He has also worked behind the scenes as a sound and light board operator, shift crew and ticket sales/concessions.

SUMMARY:

Jim has several years of experience helping bring performing arts opportunities to the Indianola area. His leadership and volunteer experience make him a great candidate for the Fine Art and Beautification Commission.

Meeting Date: 02/01/2021

Subject

Resolution approving a Memorandum of Agreement between the City of Indianola and Warren County for temporary storm sewer repair work within the Square.

Information

Roll call is in order.

Fiscal Impact

Attachments

Memorandum

Agreement

Resolution Approving Agreement



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: January 22, 2021
Subject: Resolution approving a Memorandum of Agreement between the City of Indianola and Warren County for temporary storm sewer repair work within the Square

As the Council will recall, on December 7, 2020, a request was presented to the Council from Warren County to split the costs of storm sewer improvements that are required on North Buxton Street, adjacent to the Warren County Justice Center property. As there was uncertainty in the actual property line locations in this area, as well as uncertainty of who the responsible party is on this fix, the County asked that the City split the cost of repair on this pipe. It was noted that the proposed fix is a temporary fix to make sure the pipe gets through the winter and spring, and a new stormwater system is proposed with the Streetscape project. On December 7, Council directed staff to work with the County on an agreeable solution to this issue. As the extent of the fix couldn't be fully determined until this pipe is unearthed, Council agreed that the City share of the cost to fix the issue should be in an amount not to exceed \$15,000.

Warren County has prepared the attached Memorandum of Agreement between the City of Indianola and Warren County for temporary storm sewer repair work within the Square. This memorandum states that the estimated cost of said temporary repair work is \$30,000; that the County and City shall share in the cost of said temporary repair work, with the City paying half of the cost of the temporary repair work, up to \$15,000.00; and that the City will effectuate permanent repair of the storm sewer at the City's cost when the City completes the City's Streetscape Project.

Legal Counsel has reviewed the proposed Memorandum of Agreement between the City of Indianola and Warren County for temporary storm sewer repair work within the Square. I will attend your February 1st meeting to answer any questions you may have.

**MEMORANDUM OF AGREEMENT
RE: WARREN COUNTY, IOWA
AND
CITY OF INDIANOLA, IOWA**

This Agreement is entered into by and between the Warren County, Iowa (County), and the City of Indianola, Iowa (City).

Section 1. Identity of the Parties.

1.1 Warren County is a political subdivision of the State of Iowa, and is granted home rule authority in Article III, Section 39A of the Constitution of the State of Iowa and as exercised in Chapter 331, Iowa Code (2020).

1.2 Indianola is a political subdivision of the State of Iowa, and is granted home rule authority in Article 3, Section 38A of the Constitution of the State of Iowa and as exercised in Chapter 364, Iowa Code ((2020)).

Section 2. Purpose.

The purpose of this Agreement is to specify the terms and conditions under which the County and City will perform temporary storm sewer repair work on the west side of the internal square under Buxton Street, within the County's property line, and to share the cost of said temporary storm sewer repair work. The existing storm sewer serves all the downtown area, draining water away from the square. Said temporary storm sewer repair work is necessary due to disintegration of the pipeline in the existing storm sewer, which led to flooding of the Warren County Justice Center, under construction, in the spring of 2020.

Section 3. Authority for Agreement.

3.1 The City of Indianola, Iowa, has the authority to enter into this Agreement pursuant to Iowa Code Chapter 364 (2020).

3.2 Warren County has authority to enter into this Agreement pursuant to Iowa Code Chapter 331 (2020).

Section 4. Terms.

The estimated cost of said temporary repair work is \$30,000. The County and City shall share in the cost of said temporary repair work, with the City paying half of the cost of the temporary repair work, up to \$15,000.00. The City will effectuate permanent repair of the storm sewer at the City's cost when the City completes the City's Streetscape Project.

Section 5. Effective Date and Duration.

It is mutually understood and agreed that this Agreement is effective upon approval by the Board of Supervisors of Warren County and execution by the chair of the Board, and by approval of the City of Indianola city council and execution by the Mayor, Pam Pepper.

This Agreement shall remain in force and effect until the date of completion of the permanent storm sewer repair work.

6. Notification.

Any notice required to be given under this Agreement will be given to:

City of Indianola
110 North 1st Street
Indianola, Iowa 50125

Warren County Board of Supervisors
301 N. Buxton, Suite 201
Indianola, IA 50125.

7. Termination.

Any termination of this Agreement is subject to and must be consistent with Section 5 of this Agreement.

Section 8. Agreement Administration.

8.1 Compliance with Laws and Regulations. The County and the City shall comply with all applicable state and federal laws, rules, ordinances, regulations, orders and executive orders.

8.2 Cumulative Rights. The various powers, options, elections and remedies of either party provided in this Agreement shall be construed as cumulative and none of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way not remedied, unsatisfied, or no discharged.

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

8.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties and filed accordingly.

8.5 Additional Provisions. The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

8.6 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified in Section 7, above) at the address of the party to receive notice as it appears above or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice.

Section 9. Execution.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

CITY OF INDIANOLA

By: _____

Date: _____

Pam Pepper, Mayor
City of Indianola
110 North 1st Street
Indianola, Iowa 50125

WARREN COUNTY, IOWA

By: _____

Date: _____

Aaron DeKock, Chairman
Warren County Supervisors
301 N. Buxton
Indianola, IA 50125

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF INDIANOLA AND
WARREN COUNTY FOR TEMPORARY STORM SEWER REPAIR WORK WITHIN THE SQUARE**

WHEREAS, on December 7, 2020, a request was presented to the City Council from Warren County to split the costs of storm sewer repairs that were required on North Buxton Street, adjacent to the Warren County Justice Center property; and

WHEREAS, there is uncertainty in the actual property line locations in this area, as well as uncertainty of who the responsible party is on this fix; and

WHEREAS, at its meeting on December 7, Council directed staff to work with Warren County on an agreeable solution to this issue; and

WHEREAS, as the extent of the fix couldn't be fully determined until this pipe is unearthed, Council agreed that the City share of the cost to fix the issue in an amount not to exceed \$15,000; and

WHEREAS, Warren County has prepared a Memorandum of Agreement that's states that:

1. The estimated cost of said temporary repair work is \$30,000; and
2. That the County and City shall share in the cost of said temporary repair work, with the City paying half of the cost of the temporary repair work, up to \$15,000.00; and
3. That the City will effectuate permanent repair of the storm sewer at the City's cost when the City completes the City's Streetscape Project.

NOW, THEREFORE BE IT RESOLEVED, that the City Council of the City of Indianola, Iowa, hereby approves the Memorandum of Agreement Between the City of Indianola and Warren County for Temporary Storm Sewer Repair Work Within the Square.

PASSED AND APPROVED, this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

Meeting Date: 02/01/2021

Subject

Public Hearing on an application for a State Revolving Fund loan.

Information

The Environmental Information Document reviews the environmental impact likely from a project. The Water Resource Recover Facility project is planned to be federally funded through local tax dollars. Public input is encouraged in this decision-making process.

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

Fiscal Impact

Attachments

Environmental Information Document

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Indianola
County: Warren
State: Iowa

SRF Number: CS1920927 01
Iowa DNR Project Number: S2015-0386A

COMMUNITY DESCRIPTION

Location: The City of Indianola is located in Warren County, Iowa approximately ten (10) miles south of Des Moines, Iowa and twenty-three (23) miles west of Knoxville, Iowa.

Population: The population of Indianola according to the 2010 US Census was 14,782. The design population equivalent for the year 2040 is 20,491 (HR Green Facility Plan for Wastewater Treatment Facilities Indianola, Iowa, April 2016 (Revised April 2018)).

Current Waste Treatment: The existing North Wastewater Treatment Facility (NWWTF) was constructed in 1978 to serve the north part of the City of Indianola. At that time the City of Indianola also upgraded the south plant which served the southern area of the City. In 1992 the City abandoned the south plant and constructed collection system facilities to convey all wastewater flows to the NWWTF. Various improvements have been completed at the NWWTF over the years to increase the treatment capacity.

The NWWTF was designed for a 4.32 mgd maximum capacity through the treatment plant with any excess flows being pumped to the 27 MG equalization basin for treatment later. The treatment plant and equalization were designed to handle peak flows of 8.35 mgd. The existing NWWTF is located on approximately 32 acres on Hoover Street on the north edge of Indianola. The surrounding area to the north and west is mostly rural. A few houses are located just to the east of the existing plant site and the golf course owns property just to the south. The existing NWWTF discharges treated wastewater to Cavitt Creek. Cavitt

Creek flows north to the Middle River. (HR Green Facility Plan for Wastewater Treatment Facilities Indianola, Iowa, April 2016 (Revised April 2018)).

Current Waste Collection System: The existing collection system consists of approximately 83 miles of sanitary sewer, 1,560 manholes, 10 lift stations, and two equalization basins. The sanitary sewer piping ranges from 6 to 36-inch of varying material types. All flow is directed to the wastewater treatment plant located at the north west corner of town. There are ten (10) lift stations within the collection system and eight (8) catchment areas. Two (2) of the lift stations (North Plant Lagoon Lift Station and South Plant EQ Lift Station) are required for pumping flow into the equalization basins.

The McCord Catchment is pumped by the McCord lift station into the South Plant Catchment. The South Plant Catchment is then pumped into a force main that runs parallel with a force main from the Plainview Lift Station. These two parallel force mains convey flow to the Morlock Catchment Area. The Morlock Catchment Area is then pumped by the Morlock lift station to the North Plant Catchment. The wastewater then flows by gravity to the North Plant Lift Station. The Wesley, N 65/69 Catchment and Quail Meadows Catchment are pumped into the North Plant catchment and then flow by gravity to the North Plant Lift Station. Once the flow gets to the North Plant Lift Station it is pumped into the treatment processes at the North WWTF.

The two equalization basins are located at the South Plant Lift Station and at the North WWTF. The South Plant Equalization Basin has an approximate volume of 13 Million Gallons (MG). There is a splitter box at this site that allows high flows to be redirected into the South Plant EQ Lift Station before being pumped into the equalization basin. When high flows subside, wastewater in the equalization basin is metered and brought back to the South Plant Lift Station. The North WWTF Equalization Basin has an approximate volume of 27 MG. Flows above the setpoint of the North Plant Lift Station are split in the Influent Control Structure and flow into the North Plant Lagoon Lift Station. When high flows subside, the wastewater from the equalization basin is drained back by gravity to the Influent Control Structure and measured in a flume before dumping into the North Plant Lift Station.

Since 2008 the City has been working to improve the collection system and eliminate sanitary sewer overflows (SSOs). Four phases of collection system repair and lining projects have been recently completed to reduce I/I in the collection system. These projects have had a significant impact on reducing I/I and eliminating SSOs. The City has also spent significant time and effort to inspect and repair private sanitary sewer service connections across the community (HR Green Facility Plan for Wastewater Treatment Facilities Indianola, Iowa, April 2016 (Revised April 2018)).

PROJECT DESCRIPTION

Purpose: A new WRRF is currently under construction to treat the City's sanitary flows. The influent trunk sewer is necessary to convey the sanitary flow from the existing collection system to the new WRRF. The effluent outfall sewer is necessary to convey the treated facility's effluent water to be discharged into the Middle River.

Proposed Improvements: The WRRF project consists of the construction of a new 36-inch and 42-inch sewer. The project also includes approximately 3,000 feet of 36-inch outfall piping that connects the treated effluent from the plant to the outfall at the Middle River.

Receiving Stream: The treated wastewater from the facility will discharge to the Middle River. It has a use stream designation of A1, B(WW-1) HH. A-1 waters are those in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risk of ingesting water in quantities sufficient to pose a health hazard. B(WW-1) waters are those in which temperature, flow, and other habitat characteristics are suitable to maintain warm water game fish populations along with a resident aquatic community that includes a variety of native nongame fish and invertebrate species. HH waters are those in which fish are routinely harvested for human consumption.

ALTERNATIVES CONSIDERED

Alternatives Considered: The No-Action alternative is not viable due to the construction of the new WRRF. The new WRRF requires the new sewer and outfall piping to operate and meet permitting and operating requirements. The Middle River is the approved discharge location for the effluent water by the Iowa DNR and the effluent must be conveyed to the Middle River.

Reasons for Selection of Proposed Alternative: The influent trunk sewer must convey sanitary flow from the existing collection system to the new WRRF. To convey the sanitary flow by gravity, the influent sewer must follow the Cavitt Creek floodplain to avoid deep bury depths that would either be un-constructible or place unreasonable unnecessary cost burden on the City.

The project site was selected for the availability of land (it is already City-owned), engineering criteria, cost, separation distances, and ease of use as well as minimization of impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service
State Historical Society of Iowa (State Historical Preservation Office)
Iowa DNR Conservation and Recreation Division
Iowa DNR Water Resources Section
Citizen Band Potawatomi Indian Tribe
Flandreau Santee Sioux
Ho-Chunk Nation
Iowa Tribe of Kansas and Nebraska
Iowa Tribe of Oklahoma
Kickapoo Tribe in Kansas
Kickapoo Tribe of Oklahoma
Lower Sioux Indian Community Council
Miami Tribe of Oklahoma
Omaha Tribal Council
Osage Tribal Council
Otoe-Missouria Tribe
Pawnee Nation of Oklahoma
Peoria Tribe of Indians of Oklahoma
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies to date. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during

the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: The State Historical Preservation Office (SHPO), the Certified Local Government and various Native American tribes with an interest in the area were provided information regarding the project. The DNR has determined, and the SHPO has concurred (R&C#200591100), that this undertaking will result in “no historic properties affected” based on the scope of the project, the prior use of the project area, and the findings of the Phase I Archeological Survey conducted on the project property. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The proposed project has been submitted to the U.S. Army Corps of Engineers for their concurrence with the determination that no wetlands or Waters of the United States will be impacted. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service and Iowa DNR Conservation and Recreation Division agree that the project will not impact threatened or endangered species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Water Resources Section, this project will not impact the 100-year floodplain provided the terms of the flood plain permit are abided by. No adverse impacts are expected to result from this project, such as those to surface water

quantity, or groundwater quality or quantity. Provided that the required NPDES wastewater discharge permit is acquired, and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be improved treatment of the wastewater from the City of Indianola, compliance with effluent discharge permit limits, reduced discharge of the pollutants CBOD5, TSS, ammonia, E. coli and nutrients to the receiving stream, and improved water quality in the receiving stream.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands provided that the U.S. Army Corps of Engineers concurs with the determination that no wetlands or Waters of the United States will be impacted by this project.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year floodplain provided the terms of the flood plain permit are abided by.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.

- No Historic Properties will be adversely affected by the proposed project. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior's professional qualifications standards (36 CFR Part 61).
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)"c").
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Indianola

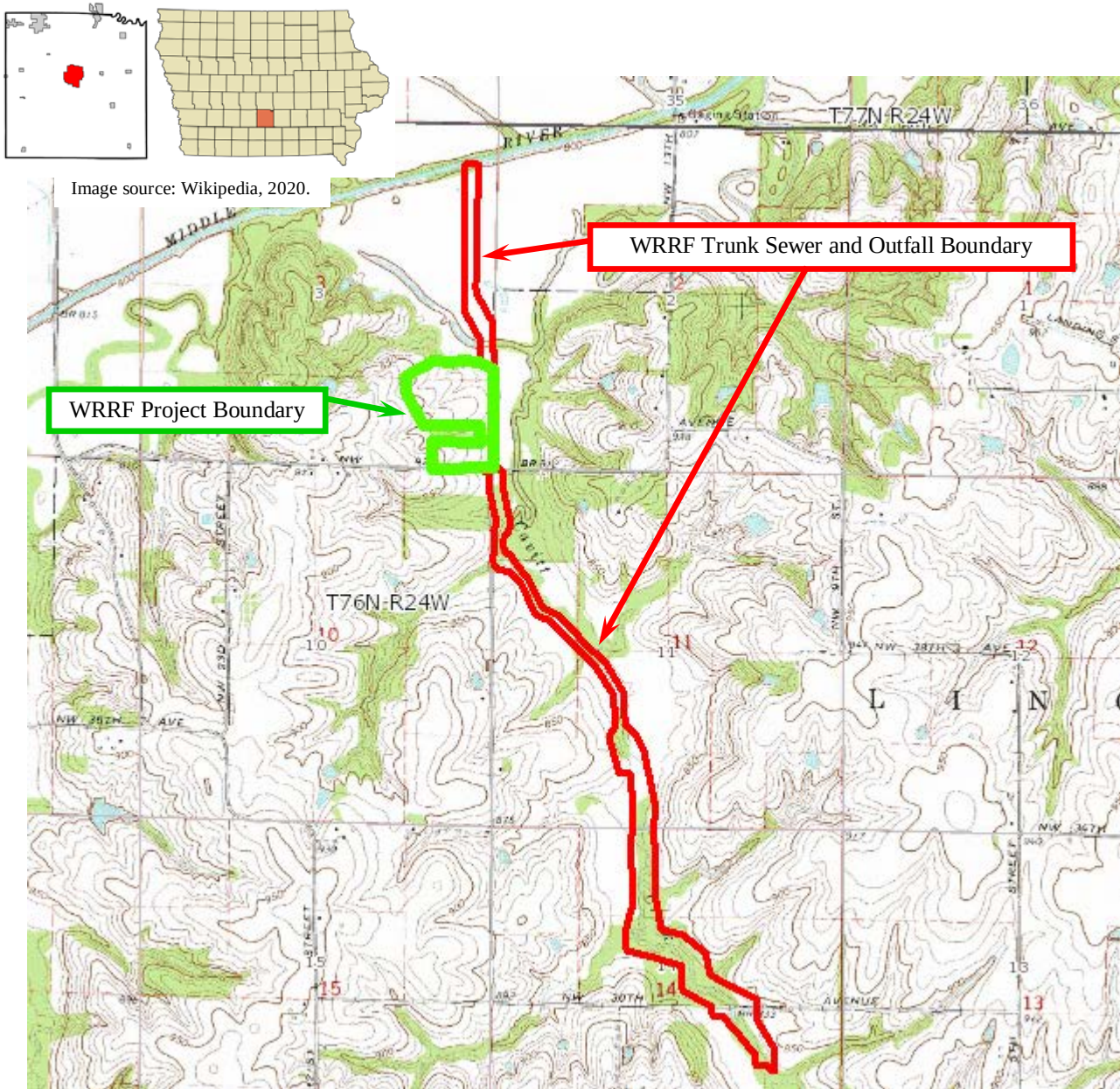
Date

Printed Name of the Mayor, City of Indianola

USGS 7.5 Minute Quadrangle: Scotch Ridge
Section(s): 03, 11, and 14, Township: 76 N, Range: 24 W
Date: 1972
Scale: 1 Inch = 2,000 Feet



North



USGS Topographic Map

City of Indianola – WRRF Trunk Sewer and Outfall
Indianola, IA

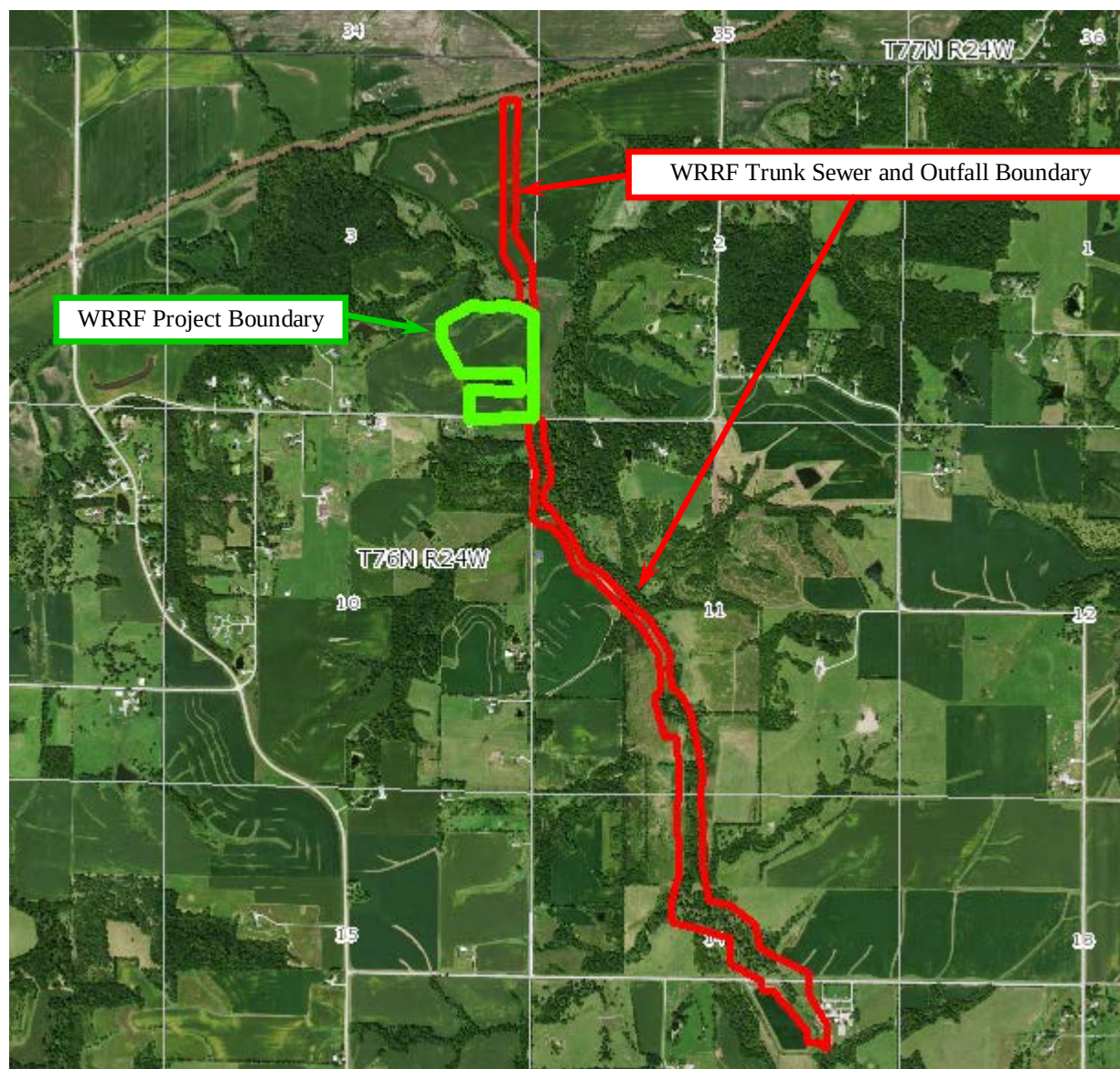


State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

2015



North



Aerial Photograph

City of Indianola – WRRF Trunk Sewer and Outfall
Indianola, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Meeting Date: 02/01/2021

Subject

Pre-Levy Authorization for 2021 GO Bond Series

Information

Fiscal Impact

Attachments

Memorandum

General Obligation Notes



— CERK/FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, City Clerk/CFO
CC: Ryan Waller, City Manager
Date: 1 February 2021
Re: Pre-Levy Authorization for 2021 G.O. Bond Series

On the February 1, 2021 agenda, is a public hearing and resolution to take action on authorizing a not-to-exceed 2021 General Obligation bond series. Approval of the resolution by the Council and subsequent filing of the resolution with the county auditor, allows the City to levy during FY2022 for the FY2022 debt service on the loan.

The 2021 G.O. Debt Series is slated for improvements to Hillcrest Avenue and K Street as well as potential contingency needs for the Square Streetscape project. Any remaining funds from the contingency amount will be spent on other street improvement projects.

I recommend approval of the authorizing resolution.



ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Not to exceed \$7,500,000 General Obligation Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 1, 2021

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 110 N. 1st Street, Indianola, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$7,500,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 384.24A and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$7,500,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$7,500,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$7,500,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 1st day of February, 2021.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

(SEAL)

Meeting Date: 02/01/2021

Subject

Public Hearing on the authorization of a loan agreement and the issuance of capital loan notes.

Information

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

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$7,500,000 general obligation capital loan notes.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Resolution authorizing the issuance of \$6,755,000 General Obligation Capital Loan Notes, Series 2021, and levying a tax for the payment thereof.

Information

Roll call is in order.

Fiscal Impact

Attachments

Resolution Authorizing Issuance

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$ 6,755,000 General Obligation Capital Loan Notes, Series 2021

- Resolution authorizing the issuance and levying a tax for the payment thereof.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 1, 2021

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 110 N. 1st Street, Indianola, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$6,755,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$6,755,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2021, AND LEVYING A TAX FOR THE
PAYMENT THEREOF

WHEREAS, the City of Indianola, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes (the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, Series 2021, in the amount of \$6,755,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Section 1. Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2021, in the amount of \$6,755,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.25 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Indianola, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$321,988	2021/2022
\$782,550	2022/2023
\$800,000	2023/2024
\$866,400	2024/2025
\$865,250	2025/2026
\$863,500	2026/2027
\$861,150	2027/2028
\$863,200	2028/2029
\$864,500	2029/2030
\$860,050	2030/2031

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Warren, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 1st day of February, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Warren County, State of Iowa, hereby certify that on the _____ day of _____, 2021 there was filed in my office the Resolution of the City Council of the City of Indianola, State of Iowa, adopted on the 1st day of February, 2021, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$6,755,000 General Obligation Capital Loan Notes, Series 2021, and levying a tax therefor.

(COUNTY SEAL)

County Auditor of Warren County, State of
Iowa

01819674-1\13538-163

Meeting Date: 02/01/2021

Subject

Resolution adopting the 2021 City of Indianola Supplement to the Statewide Urban Design and Specifications (SUDAS).

Information

Roll call is in order.

Fiscal Impact

Attachments

SUDAS Memorandum

Indianola SUDAS

Resolution Adopting SUDAS



— PUBLIC WORKS —

To: Mayor and City Council
CC: Ryan Waller, City Manager
From: Akhilesh Pal, Public Works Director
Date: February 1, 2021
Re: Resolution adopting Statewide Urban Design and Specifications (SUDAS)

Currently, City of Indianola has adopted no standards for public improvements. Frequent maintenance problems are being encountered on public improvements due to lack of uniformity in construction materials, techniques, and design. This is also resulting in inconsistent construction standards for developers and contractors. Adopting the Iowa Statewide Urban Design and Specifications (SUDAS) should address some the above-mentioned concerns.

The standards for SUDAS is developed around Iowa's laws and brings uniformity of design and specifications across the state. SUDAS provides statewide design and construction standards for urban public improvements in Iowa that is prepared by a joint effort by many local jurisdictions, consultants, Iowa DOT, and Iowa State University. The City of Indianola has previously used the Statewide Urban Design and Specification (SUDAS) as the standard for public improvements completed by the City. Adopting the SUDAS should help in reducing the maintenance problems due to the standard construction practices with quality control requirements. SUDAS should also help in improving the economic development and customer service. Therefore, Staff is recommending to formally designate the Statewide Urban Design and Specification (SUDAS) as the standard for public improvements completed within the city. Minimal financial impact is expected for the publication requirements for this resolution.





CITY OF INDIANOLA

General Supplemental Specifications to SUDAS Standard Specifications

Statewide Urban Design and Specifications Program (SUDAS), 2021 Edition,
adopted by the City of Indianola on _____, Resolution No. _____,
as amended by these City of Indianola General Supplemental Specifications.

The SUDAS design and standard specifications, 2021 Edition, may be viewed at the Iowa SUDAS website
<https://iowasudas.org/>

General Supplemental Specifications to SUDAS Standard Specifications

(Statewide Urban Design and Specifications Program)

2021 EDITION

Effective Date: _____

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DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

Section 1010 – Definitions

1.03 Definitions and Terms

(ADD) CITY. The City of Indianola, Iowa.

(REPLACE) ENGINEER. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority, unless otherwise designated by the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement, unless otherwise designated by the Jurisdiction. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner's authorized representative. The Engineer may act directly or through duly authorized representatives.

(ADD) PRIVATE CONSTRUCTION CONTRACT. A contract awarded by a private agency or individual for construction of a publicly owned or privately owned improvement, which by agreement of the parties is subject to these specifications.

(ADD) SUBSTANTIAL COMPLETION. The complete furnishing of work (labor, materials, equipment, and other incidentals) necessary for construction of the improvement and obligations imposed by the Contract except for cleanup of the project site, minor work items or submittal of required paperwork.

(REPLACE) JURISDICTIONAL ENGINEER. See Jurisdictional Representative.

(ADD) JURISDICTIONAL REPRESENTATIVE. The Jurisdictional Representative is the authorized representative of the City of Indianola.

Section 1020 – Proposal Requirements and Conditions

1.03 Quantities and Unit Prices

B. (REPLACE) When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices; except in the case of an obvious, serious, clerical error where the Engineer is able to determine the bidder's intent from the proposal; in which case, the Jurisdiction may waive irregularities that are in best interest of the Jurisdiction, as long as the integrity of the bid process can be maintained. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1040, 1.06 - Increase or Decrease of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

D. (REPLACE) When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only.

In the case of discrepancy, the unit price shall govern; except in the case of an obvious, serious, clerical error where the Engineer is able to determine the bidder's intent from the proposal; in which case, the Jurisdiction may waive irregularities that are in best interest of the Jurisdiction, as long as the integrity of the bid process can be maintained.

1.09 Preparation of the Proposal

D. (REPLACE) When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In the case of discrepancy, the unit price shall govern; except in the case of an obvious, serious, clerical error where the Engineer is able to determine the bidder's intent from the proposal; in which case, the Jurisdiction may waive irregularities that are in best interest of the Jurisdiction, as long as the integrity of the bid process can be maintained.

Section 1040 – Scope of Work

1.07 Change Orders

B. Written Orders:

(ADD) The authority of the Indianola City Manager, or his designee, and the Engineer to approve change orders shall be limited to those change orders which will cost \$50,000 or less. Change orders for work to cost more than \$50,000 shall be approved by the City Council prior to the payment of the work provided for under the change order.

1.09 Changed Site Conditions

A. Latent or Subsurface Conditions:

1. (REPLACE) If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall within three (3) working days after discovery thereof notify the Engineer of its claim by written notice as set forth herein. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.
 - a. For claims greater than \$50,000 the Contractor shall notify the Engineer by written notice either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested). Under no circumstance will an email, text message, verbal communication or any other informal communication, be considered acceptable or satisfactory written notice required by this section. The written notice shall:
 - 1) Expressly state that it is a request for a contract change under Section 1040, 1.09;
 - 2) Expressly identify the latent or subsurface conditions that the Contractor alleges differ materially from those indicated in the contract documents which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors;
 - 3) Expressly state the reason the Contractor believes extra compensation is due;
 - 4) Identify work that Contractor alleges will be impacted.

- b. For claims less than \$50,000 the Contractor shall notify the Project Engineer by written notice sent as set forth above or sent by email providing the same detail as identified in a.1) through 4) above. Under no circumstances will a text message, verbal communication or any other informal communication be considered acceptable or satisfactory written notice required by this section.
2. (REPLACE) After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give written notice within three working days of discovering the conditions and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.
3. (ADD) Latent or subsurface conditions that do not materially differ from those shown on the plans shall not form the basis for additional compensation. No additional compensation or extension of time shall be provided for conditions that do not materially differ, regardless of the nature of the condition encountered.

1.10 Disputed Claims for Extra Compensation

A. Basis of Claim for Extra Compensation:

1. (REPLACE) In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the Work under the contract and not ordered by the Engineer as Extra Work as defined in Section 1010, 1.03, the Contractor shall provide written notice to the Engineer, as set forth herein, of its intention to make claim for such extra compensation within fifteen (15) days of discovering the circumstances regarding the claim and before beginning the work on which the claim is based (hereinafter referred to as a "Claim"). Delete this section in its entirety.
 - a. For claims greater than \$50,000 the Contractor shall notify the Engineer by written notice either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested). Under no circumstance will an email, text message, verbal communication or any other informal communication, be considered acceptable or satisfactory written notice required by this section. The written notice shall:
 - 1) Expressly state that it is a request for a contract change under Section 1040, 1.10;
 - 2) Expressly identify the underlying work or material that Contractor claims is beyond the scope of the Work under the contract and not ordered by the Engineer as Extra Work as defined in Section 1010, 1.03;
 - 3) Expressly state the reason the Contractor believes extra compensation is due;
 - 4) Identify any work that will be impacted.
 - b. For claims less than \$50,000 the Contractor shall notify the Project Engineer by written notice sent as set forth above or sent by email providing the same detail as identified in a.1) through 4) above. Under no circumstances will a text message, verbal communication or any other informal communication be considered acceptable or satisfactory written notice required by this section.

The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to the Claim. The Contractor shall have no right to submit a Claim for any matter which is exclusively reserved to authority of the Engineer under the Contract Documents.

6. (ADD) Under no circumstances will monetary compensation be made for time necessary by the Jurisdiction to resolve disputed claims issues.

1.11 Delays Caused by the Jurisdiction

(ADD) The Engineer shall have a minimum of 2 working days upon receipt of written request by the Contractor to respond to issues or claims for extra compensation. The Contractor shall not be entitled to delay claims during this period.

Section 1050 – Control of Work

1.10 Line and Grade Stakes

- A. (ADD) On Private Construction Contracts, the Owner, in accordance with the Private Construction Contract, shall hire a Licensed Surveyor for all survey work.

Section 1070 – Legal Relations and Responsibility to the Public

1.03 Permits and Licenses

(REPLACE) The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstruction, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits shall be paid by the Contractor unless otherwise provided in the contract documents. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

2.06 Traffic Control

B. Closing Streets to Traffic:

2. (REPLACE) The Contractor shall notify the Engineer a minimum of seven (7) calendar days in advance of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the City.

2.10 Dust Control

(ADD) The Contractor shall be responsible to remove any project-related construction materials deposited on a public street as well as related dust control measures. The Contractor shall employ all means necessary to prevent tracking soil, or loss of material, onto public streets; including but not limited to, rocking private access roads and removing excess material from equipment before leaving the construction site. The Contractor shall promptly remove any material deposited on a public street utilizing mechanical scraping and street sweeping, or other means as required by the Jurisdictional Engineer.

2.16 Garbage Services

(ADD) The contractor shall coordinate with local trash services for trash collection during the project with notification of project impacts to trash collection. No additional payment will be made.

Section 1080 – Prosecution and Progress

1.03 Work Progress and Schedule

B. (REPLACE) After being awarded the contact, the Contractor shall immediately prepare and submit to the Engineer for review and approval a progress schedule that will ensure the completion of the project within the time specified. Said schedule shall include anticipated controlling items of work, contract specified milestones, and days and/or dates for starting and completing each stage of the work. The schedule shall be submitted to the Engineer prior to scheduling the preconstruction conference. Adequate equipment and forces shall be made available the Contractor to start work immediately upon the Notice to Proceed and to prosecute work to completion according to the schedule and within the time specified.

D. (ADD) No person shall operate or permit the operation of any tools or equipment in construction, drilling or demolition work or in preventive maintenance work for public service utilities between the hours of 9:00 p.m. and 7:00 a.m. without the written permission from the Jurisdiction.

1.04 Preconstruction Conference

B. (REPLACE) A preconstruction conference shall be scheduled upon receipt of the work progress schedule from the Contractor. The contractor shall provide a minimum of 5 business days to schedule a preconstruction meeting. No work shall take place until the preconstruction conference has been held. The Contractor and intended subcontractors shall attend and participate in this conference. The Engineer will invite representatives of railroads, utilities and others having responsibilities or interests in the work.”

DIVISION 2 – EARTHWORK

Section 2010 – Earthwork, Subgrade, and Subbase

1.08 Measurement and Payment

D. Topsoil

1. On-site Topsoil, 2. Compost-amended Topsoil, 3. Off-Site Topsoil:

- b. (REPLACE) Payment: Payment will be at the unit price per cubic yard.
- c. (ADD/REPLACE) Includes: Work includes but is not limited to, stripping, excavating, furnishing, hauling, placing and incorporating materials. Overhaul will not be paid.

L. Compaction Testing:

- 1. (REPLACE) The Contractor will be responsible for the payment of compaction testing unless otherwise approved by the City and specified in the contract documents.
- 2. (REPLACE) Testing shall be performed by an independent testing laboratory hired directly by the City. Payment will be incidental to related bid items, unless otherwise approved by the City and specified in the Contract Documents.

All pavement designs shall be based upon an in-situ subgrade soils investigation hired by the City and performed by a qualified Geotechnical Engineering consulting firm and licensed professional engineer in the State of Iowa.

When the soils report indicates a subbase area below the water table or having poor drainage characteristics, the pavement design must provide additional subbase drainage which will allow the new subgrade to be drained into the storm sewer or roadside ditch system.

2.04 Foundation Materials

D. Subbase:

1. Special Backfill:

- b. (ADD) Only crushed stone or crushed PCC shall be used. Crushed PCC shall be from a single documented source and shall be approved by the Engineer prior to use.

3.04 Embankment Construction

C. Depositing Embankment Material:

- 1. (ADD) No embankments shall be built on frozen earth.

D. Compaction with Moisture and Density Control

(ADD) Density reports shall be submitted to the contractor and to the City within 3 days of the test being performed. No paving activities, including placement of curb and gutter, will be allowed until reports have been submitted, approved and/or corrective action taken on deficient test results.

3.06 Subgrade Preparation

A. Uniform Composition:

(ADD) A disk or plow shall be used for scarification of materials for drying. If conditions do not allow enough space for a disk or plow, the material shall be scarified by other methods as approved by the Engineer.

1. Subgrade Compaction in Cut Sections:

- b. (REPLACE) Disk, scarify, mix and re-compact the next 6 inches of subgrade.
- c. (REPLACE) Replace, disk, mix and compact the top 6 inches of subgrade.

B. Subgrade Stability:

- 2. (ADD) Should the area fail the second proof rolling operations, the method of stabilization will be determined and agreed to jointly by the Engineer and the Contractor. Agreed stabilization will be paid for utilizing existing contract items or if it is not listed in contract items then the stabilization will be paid for by extra work order.
- 3. (ADD) The contractor, the Engineer, and the Jurisdiction shall jointly verify subgrade stability via proof rolling operations.

F. (ADD) **Protecting Subgrade from Water:** The Contractor shall protect the subgrade through shaping and smoothing of the subgrade prior to forecasted rainfall events. The Contractor shall also remove standing water from the top of the excavated streets within 24 hours of a rain event.

3.08 Subbase

D. Final Elevation:

4. (REPLACE) The Contractor shall limit hauling and other traffic on the completed subbase to only that which is necessary to complete the construction such as concrete mixer trucks and small equipment required for steel and expansion materials.

DIVISION 3 – TRENCH EXCAVATION AND BACKFILL

Section 3010 – Trench Excavation and Backfill

1.08 Measurement and Payment

F. Trench Compaction Testing:

1. (REPLACE) The contractor will be responsible for compaction testing, by an independent testing laboratory hired directly by the City, and payment for testing unless otherwise approved by City and specified in the Contract Documents. Density reports shall be submitted to the contractor and to the City within 3 days of the test being performed. No paving activities, including placement of curb and gutter, will be allowed until reports have been submitted, approved and/or corrective action taken on deficient test results.
2. (DELETE)

2.01 Materials Excavated from a Trench

- C. (ADD) Over-Excavation: No additional compensation will be made for minor adjustments to elevations due to field conditions.

3.05 Pipe Bedding and Backfill

D. Primary and Secondary Backfill:

1. General:

- c. (ADD) Emergency utility repairs under street pavement shall be backfilled entirely with Class I granular bedding material complying with Section 3010, 2.02, A.

Section 3020 – Trenchless Construction

3.04 Trenchless Installation

A. General:

(ADD) Any installation by trenchless construction the contractor shall verify that sanitary and storm sewer main, including residential services have not been impacted by the installation. The method of verification shall be either by visual inspection at critical crossings jointly with City staff or by televising. If televising is used the report shall be submitted to the City for review prior to acceptance/payment for the work and/or closure of the right of way permit. Any locations discovered to be in conflict shall be repaired immediately at no cost to the City.

DIVISION 4: SEWERS AND DRAINS

Section 4010 – Sanitary Sewers

1.07 Special Requirements

- A. (ADD) Flexible gravity pipe: Trench bedding material shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103, unless otherwise specified in the contract documents.
- B. (ADD) Rigid gravity pipe: trench bedding material for deep (greater than 25 feet) sanitary sewer installation shall be Class I Granular Bedding Material complying with Section 3010, 2.02. Material shall be placed according to Bedding Class F-3 per FIGURE 3010.103, unless otherwise specified in the contract documents.

2.01 Sanitary Sewer (Gravity Mains)

- A. (DELETE) Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch: and all sub-sections.
- C. (DELETE) Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch: and all sub-sections.
- D. (DELETE) Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch: and all sub-sections.
- H. (DELETE) Vitrified Clay Pipe (VCP) 8 inch to 42 inch: and all sub-sections.

3.02 Gravity Sewer Installation

A. General

- 7. (REPLACE) Use watertight stopper, plug, or other approved means to protect the exposed upstream ends of the pipe and prevent soil sediment from entering the storm sewer system.

3.06 Sanitary Sewer Service Stubs

- C.
- 5. (ADD) Mark sanitary sewer manholes and sanitary sewer services with steel fence posts. For sanitary sewer services, the top one foot of post will be painted green. For sanitary sewer manholes, the posts will be painted green from the top of the post to the grade level.

Section 4020 – Storm Sewers

2.01 Storm Sewers

E. Polyvinyl Chloride Pipe (PVC):

- 1. Use pipe complying with the following:
 - c. (REPLACE) Minimum pipe stiffness of 115 psi.
 - e. (ADD) Only use when justified with a maximum pipe diameter of 12 inches and only when approved by the City's Public Works Department.

DELETE items F. through L. in their entirety, where High Density Polyethylene Pipe (HDPE), Corrugated Metal Pipe (CMP), Spiral Rib, Coated Corrugated Metal, Corrugated Metal Arch Pipe (CMAP), Spiral Rib Arch, and Polypropylene pipes shall NOT be allowed for storm sewer construction in the Public Right-Of-Way or Public Easement areas, unless approved by the City's Public Works Department.

Section 4030 – Pipe Culverts

2.01 Pipe Culverts

A. Roadway Pipe Culverts:

(REPLACE) All storm sewer pipe materials specified for use in public right-of-way in Section 4020 may be used within public right-of-way as a roadway pipe culvert, unless approved by the City's Public Works Department.

B. Entrance Pipe Culverts:

(REPLACE) All storm sewer pipe materials specified for use in the right-of-way in Section 4020 may be used within the right-of-way as entrance pipe culvert.

C. (DELETE) Structural Plate Culverts.

D. (DELETE) Aluminum Structural Plate Culverts.

3.01 Pipe Culvert Installation

A. Trenched

2. (REPLACE) Culvert pipe installed in the embankment shall be Reinforced Concrete Pipe (circular, arched and elliptical) meeting the specifications of Iowa DOT Specification Section 2416.

Section 4040 – Subdrains and Footing Drain Collectors

2.01 Footing Drain Collectors

C. (DELETE) High Density Polyethylene Pipe and Fittings (HDPE): Delete this section in its entirety.

D. (DELETE) Reinforced Concrete Pipe (RCP): Delete this section in its entirety.

2.02 Type 1 Subdrains (Longitudinal Subdrain)

D. (DELETE) Corrugated Polyethylene Tubing and Fittings (Corrugated PE): Delete this section in its entirety.

2.03 Type 2 Subdrains (Combination Subdrain/Footing Drain Collector)

B. Perforate all pipe per the following requirements:

3. (DELETE) HDPE Pipe: Delete this section in its entirety.

2.05 Subdrain Outlets

B. (DELETE) Corrugated HDPE: Delete this section in its entirety.

2.08 Storm Sewer Service Stubs

(REPLACE) Use materials complying with Section 4040, 2.01.A.

Section 4060 – Cleaning, Inspection, and Testing of Sewers

3.03 Video Inspection

B. Inspection Procedure:

1. (REPLACE) After cleaning and prior to video inspection, run enough dyed water through the pipe to saturate potential low spots so they may be detected during inspection. Allow excess dyed water to drain before starting inspection.

C. Inspection Reporting:

3. (ADD) Provide the inspection report, video and written report, to the City in Pipeline Assessment Certification Program (PACP) format.

3.04 Sanitary Sewer Leakage Testing

C. Sanitary Sewer Low Pressure Air Testing

- (ADD) All sanitary sewer manholes shall be air tested at the contractor's expense prior to final approval. A City representative shall be onsite when air testing is performed.

3.05 Deflection Testing

Mandrel Testing

- (ADD) All sanitary sewers shall be mandrel tested at the contractor's expense prior to final approval. A City representative shall be onsite when air testing is performed.

DIVISION 5 - WATER MAINS AND APPURTENANCES

5.1. General

- 5.1.1. The purpose of this Procedural Manual is so, as much as possible, describe the materials and construction methods allowed by Indianola Municipal Utilities (the "Utility") for connections to the water distribution system as described in Section 2.3 of the Utility's Water Utility Service Plan.
- 5.1.2. All definitions contained in the Water Utility Service Plan shall apply to this Procedural Manual.

5.2. Plan Submittal Required

- 5.2.1. Combining sanitary sewer plans with water plans is encouraged.
- 5.2.2. It is the responsibility of the person or entity, as appropriate, filing plans to identify contaminated or corrosive soil and use the appropriate materials specified.
- 5.2.3. Drawings shall be complete showing locations of water mains, hydrants, valves and miscellaneous appurtenances for the proposed construction.
- 5.2.4. All plans must be certified by an Iowa registered, licensed professional civil or sanitary engineer showing water mains to be constructed and appurtenances connected thereto.
- 5.2.5. Submit the required number of final plans to Indianola Planning and Zoning Department and two (2) sets to the IMU Administrative Office for review. Include product information sheet for joint restraint system to be used.
- 5.2.6. Application forms required by the Water Supply Section of the Environmental Protection Division of the Department of Natural Resources shall be submitted along with the plans for review and approval. The Water Supply Section of the Environmental Protection Division of the Department of Natural Resources shall not approve plans without approval by the City of Indianola and IMU.
- 5.2.7. Special Provisions: All material and construction methods to be used which are not in accordance with or in addition to these specifications shall have Special Provisions prepared and certified by the Project Engineer and approval of the Utility.

5.3. Water Main Specifications

- 5.3.1. General Design Characteristics
 - 5.3.1.1. Minimum water main diameter is 8" unless otherwise allowed by the Utility.

- 5.3.1.2. Location tracer wire must be buried with all water main pipes.
- 5.3.1.3. Private water mains 4" and larger shall conform to the Utility's standards.
- 5.3.1.4. Dead ends shall be minimized by looping whenever possible.
- 5.3.1.5. Dead ends shall terminate with a hydrant or approved flushing device.
- 5.3.1.6. Extend water mains to the furthest boundary of the plat, site plan or property or as directed by the Utility.
- 5.3.1.7. Hydrants
 - 5.3.1.7.1. In no case will a hydrant be placed on a main that has less than 500 GPM flow rate at 20 psi residual.
 - 5.3.1.7.2. A hydrant shall be placed at each street intersection and equally spaced between intersections. Maximum hydrant spacing in residential areas shall be 500 linear feet; maximum hydrant spacing in industrial and commercial areas shall be 300 linear feet. A hydrant shall be placed at the end of each cul-de-sac. The spacing of the hydrants may require adjustment to meet fire flow requirements according to City of Indianola's Code.
 - 5.3.1.7.3. Each hydrant must be independently valved and shall be on a connecting pipe between the main and the hydrant with a minimum of 6" in diameter.
- 5.3.1.8. Horizontal separation of water and gravity sewer
 - 5.3.1.8.1. Maintain horizontal separation of 10' between water and gravity sewers.
 - 5.3.1.8.2. Where conditions prevent 10' horizontal separation, minimum may be reduced by placing water main in a separate trench or in the same trench on a bench of undisturbed earth providing 1) the bottom of water main is at least 18" above the top of sewer pipe and 2) the minimum horizontal shall be no less than 3'.
 - 5.3.1.8.3. Whenever it is impossible to obtain the required minimum horizontal distance of 3' and vertical clearance of 18" between the sewer and water main, the sewer must be replaced with a full length of pipe or water main materials meeting the requirements of Section 3.2.1. of these procedures. However a linear separation of at least 2' shall be provided.
- 5.3.1.9. Separation of water and sewer force mains
 - 5.3.1.9.1. Maintain horizontal separation of 10' between water main and sewer force main unless conditions prevent it.
 - 5.3.1.9.2. Where 10' separation is prevented, construct force main of water main materials meeting a minimum pressure rating of 150 psi and the requirements of Section 3.2.1. of these procedures and maintain a minimum separation of 4 linear feet.
- 5.3.1.10. Separation of water main crossing sewer
 - 5.3.1.10.1. The water main shall be installed over the sewer with a minimum vertical separation of 18" from top of sewer to bottom of water main. If conditions exist that prohibit this separation, the water main shall not be placed closer than 6" above or 18" below the sewer main. The water and sewer pipes shall be adequately supported and have watertight joints. Backfill material shall be a low permeability soil with 10' of the point of crossing.
 - 5.3.1.10.2. Where the sanitary sewer crosses over or less than 18" below the water main, replace the sanitary sewer with one full length of pipe of water main materials meeting the requirements of Section 3.2.1 of these procedures so that the ends of the pipe joints are spaced equidistant from the crossing or centrally place water main in a steel casing pipe supported with casing spacers and having end seals extending at least 10' normal to each side of the crossing.
 - 5.3.1.10.3. Where the storm sewer crosses over or less than 18" below the water main:
 - 5.3.1.10.3.1. Replace the storm sewer with one full length of pipe of water main materials,

5.3.1.10.3.2. Or replace the storm sewer with reinforced concrete pipe (RCP) with flexible gasket joints meeting ASTM C443 so that the ends of the pipe joints are spaced equidistant from the crossing and extending at least 10' normal to each side of the crossing,

5.3.1.10.3.3. Or construct the water main with ductile iron pipe meeting the requirements of section 3.2.1. of these procedures using nitrile gaskets or centrally place water main in a steel casing pipe supported with casing spacers and having end seals and extending at least 10' normal to each side of the crossing.

5.3.1.11. Water Crossings

5.3.1.11.1. Water mains entering or crossing streams shall be of ductile iron pipe with flexible locking watertight joints or shall be installed in steel casing pipe.

5.3.1.11.2. Top of the water main shall be below the natural bottom of the streambed a minimum of 5'. Trench shall be backfilled with crushed rock or gravel.

5.3.1.11.3. Water mains shall be securely anchored to prevent movement or pipe.

5.3.1.11.4. Easily accessible shut off valves shall be located at each side of the water crossing, outside of the floodway.

5.3.1.11.5. Crossings wider than 15 feet shall have permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source.

5.3.2. Component Materials

5.3.2.1. Pipe

5.3.2.1.1. General

5.3.2.1.1.1. Small pipe shall not be telescoped inside larger pipe.

5.3.2.1.1.2. All pipe is to be handled by use of slings, hoist, skids or other approved means.

5.3.2.1.1.3. Dropping or rolling of pipe materials is not permitted.

5.3.2.1.1.4. Remove pipe contaminated with mud and surface water from the site.

5.3.2.1.1.5. Defective or damaged pipe may be cause for rejection and removal from the site.

5.3.2.1.2. Ductile Iron Pipe (DI)

5.3.2.1.2.1. ANSI A21.50 manufactured in accordance with ANSI 21.51; minimum thickness, Class 52 according to AWWA C151 for 4" – 24" sizes. Standards for larger sizes as specified by the Utility.

5.3.2.1.2.2. Enameline pipe using standard cement lining; ANSI A21.51 (AWWA C104).

5.3.2.1.2.3. Coat outside of pipe with bituminous enamel.

5.3.2.1.2.4. Asphalt according to AWWA C151.

5.3.2.1.2.5. Push-on or mechanical joint: In accordance with ANSI A21.15 according to AWWA C111.

5.3.2.1.2.6. Restrained, buried joint: Pipe manufacturer's standard field removable system.

5.3.2.1.2.7. Restrained, in structure joint: Restraining gland, flanged or grooved.

5.3.2.1.2.8. Flanged Joint: According to AWWA C111.

5.3.2.1.2.9. Grooved Joint: According to AWWA C606.

5.3.2.1.2.10. Gasket Joint: According to AWWA C111.

5.3.2.1.3. Markings

5.3.2.1.3.1. Name of manufacturer.

5.3.2.1.3.2. Size and class.

5.3.2.1.3.3. Spigot insertion depth gauge.

5.3.2.1.3.4. Pipe with damage to cement mortar lining will be rejected. Field patching will not be permitted except at cut ends.

- 5.3.2.1.3.5. Use restrained or locked pipe joint on ductile iron pipe at stream crossings.
- 5.3.2.1.4. PVC (Poly Vinyl Chloride) Pipe
 - 5.3.2.1.4.1. PVC pipe shall conform to AWWA C-900 specifications, Class 150 (DR 18) with cast iron diameters. AWWA C-905 for pipe larger than 12".
 - 5.3.2.1.4.2. Joint type shall be electrometric gasket push-on type joints. Solvent cement joints are strictly prohibited.
 - 5.3.2.1.4.3. Must Conform to AWWA C-900 or AWWA C905.
 - 5.3.2.1.4.4. Restraining system manufactured integrally into pipe.
 - 5.3.2.1.4.5. Ductile iron mechanical device designed for joint restraint complying with the requirements of ASTM F 1674.
- 5.3.2.1.5. Markings
 - 5.3.2.1.5.1. Name of manufacturer.
 - 5.3.2.1.5.2. Size and class.
 - 5.3.2.1.5.3. Spigot insertion depth gauge.
 - 5.3.2.1.5.4. National Sanitation Foundation (NSF) seal.
- 5.3.2.2. Fittings
 - 5.3.2.2.1. Fittings for PVC shall be as specified for ductile iron pipe.
 - 5.3.2.2.2. Fittings for 3" through 20" size ductile iron pipe and PVC shall be compact iron per ANSI/AWWA C153/A21.53 of gray cast iron or full sized ductile iron per ANSI/AWWA C110/A21.10. The pressure rating for gray cast iron fittings shall be 250 psi.
 - 5.3.2.2.3. Mechanical joint.
 - 5.3.2.2.4. Furnished with a cement mortar lining of standard thickness and given a seal coat of bituminous enamel per AWWA C104.
 - 5.3.2.2.5. Provide restrained or locking joints on downward or vertical bends.
 - 5.3.2.2.6. Remove fittings contaminated with mud and surface water from the site.
- 5.3.2.3. Valves
 - 5.3.2.3.1. General
 - 5.3.2.3.1.1. Open direction is counterclockwise.
 - 5.3.2.3.1.2. Rated to test pressure of 250 pounds per square inch.
 - 5.3.2.3.1.3. Type permitting repacking or replacement of 'O' rings, under pressure when wide open.
 - 5.3.2.3.1.4. Provide any non-standard special tools required for disassembling and repacking valves.
 - 5.3.2.3.1.5. Must be coated both inside and out with a protective coating that meets or exceeds AWWA C550.
 - 5.3.2.3.1.6. Each valve shall have the name of the manufacturer and the year when cast on the body with raised letters.
 - 5.3.2.3.1.7. Valves for buried service shall each be provided with an adjustable screw type valve box consisting of a base, a center section, a top section, and a cover. Provide slide-type valve box when installing in pavement. The cover shall be plainly marked on top "Water".
 - 5.3.2.3.1.8. Bolts and hex nuts used on bonnet of the valve shall be the manufacturer's standard, either fabricated from "cor-ten", stainless steel, or other alloy steel for corrosion resistance or electroplated with zinc or cadmium. The hot-dip process, in accordance with ASTM Standard Designation A-153, is not acceptable for the threaded portions of the bolts and nuts.
 - 5.3.2.3.1.9. For buried installations, use mechanical joints per AWWA C111. Comply with the Bolting Material specifications for joint nuts and bolts.

5.3.2.3.1.10. For installation within structures, use flanged joints with dimensions and drillings according to AWWA C110 or ANSI B16.1 class 125.

5.3.2.3.2. Gate Valves

5.3.2.3.2.1. Standard requirement for valves less than or equal to 12".

5.3.2.3.2.2. Resilient wedge and conform to AWWA C509 (gray iron or ductile iron) or AWWA C515 (ductile iron) and NSF 61.

5.3.2.3.2.3. Non-rising stem with 2" square operating nut; open counter clockwise.

5.3.2.3.2.4. O-ring seals.

5.3.2.3.2.5. 200 psi working pressure.

5.3.2.3.2.6. Double O-rings permanently lubricated between seals.

5.3.2.3.2.7. Lubricant certified for use in potable water.

5.3.2.3.2.8. Epoxy Coated.

5.3.2.3.2.9. External bolts and hex nuts shall be stainless steel according to ASTM A 240, Type 304.

5.3.2.3.3. Butterfly Valves

5.3.2.3.3.1. Standard requirement for valves larger than 12".

5.3.2.3.3.2. Conform to AWWA C504, Class 150B and NSF 61.

5.3.2.3.3.3. Equipped with Ni-resist discs.

5.3.2.3.3.4. O-ring seals and stainless steel shaft will be required.

5.3.2.3.3.5. Valves and operators shall be for buried service.

5.3.2.3.3.6. Equipped with a 2" square operating nut and lifetime grease pack; open counter clockwise.

5.3.2.3.4. Tapping Valves

5.3.2.3.4.1. Gate valve complying with AWWA C509 or AWWA C515.

5.3.2.3.4.2. Sleeve.

5.3.2.3.4.2.1. Minimum 14 gauge.

5.3.2.3.4.2.2. Stainless steel according to ASTM A 240, Type 304.

5.3.2.3.4.2.3. Working pressure 150 psi.

5.3.2.3.4.2.4. Must fully surround pipe.

5.3.2.3.4.2.5. Flanged with dimensions and drillings according to AWWA C110 or ANSI B16.1 class 125.

5.3.2.3.4.3. Minimum Sleeve Length:

<u>Outlet Flange Size</u>	<u>Minimum Sleeve Length</u>
4"	15"
6"	15"
8"	20"
10"	25"
12"	25"
Over 12"	As Approved by the Utility

5.3.2.3.4.4. Gasket.

5.3.2.3.4.4.1. Completely surround pipe.

5.3.2.3.4.4.2. Minimum thickness 0.125".

5.3.2.3.4.4.3. Nitrile rubber.

5.3.2.3.4.5. Outlet flange to be stainless steel complying with ASTM A 240, Type 304; ANSI B16.1, 125 pound pattern.

5.3.2.3.4.6. Hex Nuts & Bolts to be stainless steel complying with ASTM A 240, Type 304.

- 5.3.2.3.4.7. Use tapping valve assemblies only where specified or required by the Utility.
- 5.3.2.3.5. Valve Boxes
 - 5.3.2.3.5.1. Cast iron screw type adjustable with cast iron stay-put covers marked with "WATER".
Provide slide-type when installing in pavement. Inside diameter of valve box is to be a minimum of 5 1/8".
- 5.3.2.4. Blow Offs
 - 5.3.2.4.1. Assembly of minimum 1 1/2" curb stop, stop box and riser as required.
 - 5.3.2.4.2. Provide as necessary to raise 2 inch operating nut to within 3 feet of the finished grade.
 - 5.3.2.4.3. Stem diameter according to valve manufacturer's recommendations, but not less than 1 inch.
- 5.3.2.5. Special gaskets for contaminated soils (as reported to the Utility)
 - 5.3.2.5.1. For soils contaminated with gasoline or volatile organic compounds, use nitrile gaskets.
 - 5.3.2.5.2. For other soil contaminants, special gaskets will be required as determined by the Utility upon consultation with appropriate engineering professionals.
- 5.3.2.6. Hydrants
 - 5.3.2.6.1. Test rated to 300 psi.
 - 5.3.2.6.2. Shall conform to AWWA C502, break-flange hydrant; breakaway items include stem coupling and flange.
 - 5.3.2.6.3. Shall be Mueller Centurion Model A-423, Clow Medallion Model 2524 4B, or Watrous Pacer Model WB-67. The Watrous Pacer WB-67 must have the following options; double top operating nut (top nut ductile iron, bottom nut bronze) with weather shield and oil reservoir.
 - 5.3.2.6.4. Coat interior and exterior of hydrant, except exterior above grade mark, with two coats of asphalt varnish per AWWA C502; paint exterior of hydrant above grade mark with one coat of primer and finish paint of highway yellow.
 - 5.3.2.6.5. Provide two (2) 2 1/2" hose nozzles on one (1) 4 1/2" pumper nozzle, o-ring packing.
 - 5.3.2.6.6. Nozzles shall be threaded or pinned into barrel. No leaded connections will be allowed.
 - 5.3.2.6.7. Nozzle threads: National Standard.
 - 5.3.2.6.8. Provide 6" mechanical joint inlet and 5 1/4" main valve unless otherwise directed.
 - 5.3.2.6.9. Cap and operating nut shall be Type C. Open counter clockwise.
 - 5.3.2.6.10. Breakaway flange shall be 4" above grade.
 - 5.3.2.6.11. Auxiliary Valve: Use gate valve and valve box as specified for gate valves. Auxiliary valves are required for all hydrants.
 - 5.3.2.6.12. External bolts and hex nuts shall be stainless steel according to ASTM A 193, Grade B 8.
 - 5.3.2.6.13. Gate valve, pipe and fittings as specified by the Utility in this Procedure Manual.
 - 5.3.2.6.14. Pumper nozzle equipped with factory installed 5" Storz quick connect coupling and cap.
- 5.3.2.7. Bolting Material: This section shall apply unless otherwise specified.
 - 5.3.2.7.1. All bolts and hex nuts used for mechanical and flanged joints shall be fabricated from a high strength "Cor-Ten", "Usalloy" or other approved high-strength, low-alloy steel that is corrosion resistant as manufactured according to AWWA C111. Stainless steel is strongly preferred.
 - 5.3.2.7.2. Provide ceramic-filled, baked-on, fluorocarbon resin coating for bolts and nuts.
 - 5.3.2.7.3. Include factory-applied lubricant that produces low coefficient of friction for ease of installation.
- 5.3.2.8. Polyethylene Wrap
 - 5.3.2.8.1. Comply with AWWA C105.

- 5.3.2.8.2. Tubes or sheets shall have minimum thickness of 8 mil.
- 5.3.2.8.3. Use when placing main in contaminated or corrosive soils.
- 5.3.2.8.4. May be required under special circumstances determined applicable by the Utility.

5.3.2.9. Tracer System

- 5.3.2.9.1. A tracer wire will be installed with all new mains including both PVC and Ductile Iron mains. Refer to Standard Drawings WM-102 and, as appropriate, WM-201.
- 5.3.2.9.2. All tracer wire shall be solid, blue, single, insulated, direct-bury wire, AWG #12, type UF.
 - 5.3.2.9.2.1. Linear low-density polyethylene (LLDPE) insulation suitable for direct burial applications.
 - 5.3.2.9.2.2. Minimum insulation thickness of 0.045 inches.
 - 5.3.2.9.2.3. Underground wire splices and wires terminated below ground level shall be protected against deterioration and/or corrosion using Scotch cast splicing kits as manufactured by 3M Company, or approved equal.
- 5.3.2.9.3. Ground rod 3/8" diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper. Install adjacent to connections to existing piping and at other locations determined by the Utility.
- 5.3.2.9.4. Ground rod clamp made of high-strength, corrosion-resistant copper alloy.
- 5.3.2.9.5. Splice kit made of inline resin with split bolt for 1kV and 5kV. Shall insulate and seal single conductor and unshielded cable splices for direct bury and submersible applications.
- 5.3.2.9.6. Tracer wire station at locations determined by the Utility in Section 3.4.5 of these procedures.

5.3.2.10. Thrust Blocks

- 5.3.2.10.1. Provide concrete thrust blocks where piping changes direction, dead-ends, and at hydrants.
- 5.3.2.10.2. Use Iowa DOT Class C concrete rated to 4,000 psi.
- 5.3.2.10.3. Carry thrust blocks to undisturbed edge of trench for bearing.
- 5.3.2.10.4. Minimum thickness of thrust blocks: 18".
- 5.3.2.10.5. Bearing area of thrust blocks, Square Feet:

Pipe Size	90° Bend	45° Bend	11 ¼, 22 ½ Bend	Tee, Dead End
4	3	1	2	1
6	6	3	2	4
8	11	6	3	8
10	17	9	5	12
12	6	13	7	17
14	33	18	9	23
16	43	23	12	31

- 5.3.2.10.6. Refer to Standard Drawing WM-101 for general arrangement of thrust blocks. Place plywood between fittings and thrust block. No bolts shall come into contact with the concrete thrust block. A sheet of plastic shall be wrapped around the pipe including the bolt circle before the concrete is placed.

5.3.3. Excavating and Backfill

5.3.3.1. Trench Excavating

- 5.3.3.1.1. Keep trench width as narrow as possible and still provide adequate room for backfill and jointing. See Standard Drawing SW-104.
- 5.3.3.1.2. Maximum width of trench at top of the pipe shall be the outside diameter of pipe plus 12 inches each side of pipe.

- 5.3.3.1.3. Maintain vertical walls of excavation below the top of the pipe.
- 5.3.3.1.4. Provide sheeting, shoring and bracing where required to hold walls of excavation, to protect existing structures and utilities and provide safety for workers, and in accordance with OSHA standards.
- 5.3.3.1.5. Bottom of Trench
 - 5.3.3.1.5.1. Hand shape to provide uniform bearing and support for full length of pipe barrel against undisturbed earth.
 - 5.3.3.1.5.2. Provide suitable bell hole at each pipe joint after bottom of the trench has been graded.
 - 5.3.3.1.5.3. Remove large clods, stones, and other foreign material from bottom of trench.
 - 5.3.3.1.5.4. When unstable material is encountered, which may not provide a suitable foundation for pipe, remove the unsuitable material and replace with stabilizing material. Place pipe bedding on top of stabilizing material.
 - 5.3.3.1.5.5. If trench bottom is extremely hard or is in rock or rubble where there is possibility of pipe being subject to point contact, over excavate trench bottom 6" minimum below grade and backfill with pipe bedding material.
 - 5.3.3.1.5.6. Bedding Material.
 - 5.3.3.1.5.6.1. Normal bedding for water main in dry trench conditions shall consist of natural soil found in the trench bottom. The contractor may elect to use sand or gravel.
 - 5.3.3.1.5.6.2. In wet trench conditions, crushed stone or gravel not exceeding 1" diameter shall be used as normal bedding.
 - 5.3.3.1.5.6.3. When in the opinion of the inspector, the trench bottom is such that 1" stone or gravel cannot provide a proper foundation for the pipe, the aggregate used shall be either crushed limestone or crushed gravel with a maximum size no greater than 2".
- 5.3.3.2. Trench Backfill
 - 5.3.3.2.1. Backfill trench immediately after the location of connections and appurtenances have been made.
 - 5.3.3.2.2. Use no large stones, large clods, organic matter, rubbish, frozen or unsuitable material in backfill.
 - 5.3.3.2.3. Carefully hand-tamp selected material to 1' above top of pipe. Backfill remaining trench with excavated material to minimum 90% Standard Proctor density in accordance with ASTM D698.
 - 5.3.3.2.4. Street crossings: Provide full depth of crushed rock bedding to the bottom of the pavement. Hand-tamp select material to 1' above top of pipe. Compact remaining trench to minimum 95% Standard Proctor density in accordance with ASTM D698.
- 5.3.4. Design and Installation
 - 5.3.4.1. Water Main Piping
 - 5.3.4.1.1. Lay pipe on a dry trench with 5'6" earth cover except where otherwise directed by the Utility. Install water main and appurtenances in accordance with AWWA C-600 (ductile iron) or AWWA C-605 (PVC) as applicable. Locate water main 3' back of curb line of proposed pavement.
 - 5.3.4.1.2. Clean pipe interior of foreign material before lowering into trench. Keep clean at all times by securely closing open ends of pipe and fittings. Use minimum amount of gasket lubricant, applying to gasket only. Do not apply to inside of bell. No pipe shall be laid in water, nor shall water be allowed to rise in the trench around the pipe.

- 5.3.4.1.3. Place in trench in sound, undamaged condition. Do not injure pipe coating or lining. Use web sings to install or move pipe. Use of end hooks or dropping of pipe is prohibited. No blocking of the pipe shall be allowed. Uniform bearing along the full length of the pipe barrel shall be maintained at all times.
- 5.3.4.1.4. Cut pipe in neat and in a workman like manner without damage to pipe. Smooth and bevel cut ends of push-on type pipe to prevent gasket damage. Completely coat damaged ends of cut ductile iron pipe with bituminous sealer. Do not install pipe fittings showing blisters or holes.
- 5.3.4.1.5. Before installing, tap pipe lightly with light hammer to detect cracks. Defective, damaged or unsound pipe shall be removed from the job site.
- 5.3.4.1.6. Deflect pipe joints as required in accordance with recommendations of pipe manufacturers, except pipe deflection shall not exceed three (3) degrees for ductile iron pipe and one and one-half (1 ½) degrees for PVC pipe. If deflection exceeds the maximum allowable, use suitable fittings with ductile iron retainer glands or thrust block to secure fittings. Use ductile iron retainer glands, all thread and/or thrust blocks as directed by the Utility.
- 5.3.4.1.7. Cover ends of pipe with watertight plug or cap when pipe lying is not in progress.
- 5.3.4.1.8. Plug or cap all pipe ends or fittings left for future connections; construct concrete thrust blocks as shown on Standards Drawings for dead ends (alternate method). Do not block end of pipe with concrete.
- 5.3.4.1.9. Provide concrete thrust blocks at all fittings, at dead ends and at alternate pipe joints where pipe joints are deflected to accommodate small changes in pipe directions.
- 5.3.4.1.10. Provide restrained or locked joints on fittings and pipe joints adjacent to downward, vertical bends; thrust blocks may be required; contact the Utility for further specifications.
- 5.3.4.2. Valves
 - 5.3.4.2.1. When water main is installed in proposed street right-of-way, install valves at street intersection as shown on Standard Drawings. Isolate pipe servicing each block.
 - 5.3.4.2.2. When water main is installed in other locations, install valves to isolate no more than 800 linear feet of water main in residential areas and 400 linear feet in industrial or commercial areas.
 - 5.3.4.2.3. Install valve with stems vertical and centered in valve box. Carefully compact backfill around valve box to required grade. Valves larger than 12" shall be butterfly valves.
 - 5.3.4.2.4. Where construction terminates, the main will be valved 20' before the terminating point. At the terminating point a plug, blow off valve and thrust block shall be installed.
 - 5.3.4.2.5. Operate to ensure proper working condition and that operator can be placed on valve nut.
- 5.3.4.3. Hydrants
 - 5.3.4.3.1. Install hydrants using tee (or anchoring tee), holding pipe or anchoring coupling and other appurtenances as required.
 - 5.3.4.3.2. Hydrant drains shall not be connected to or located within 10' of sanitary sewer and storm drains.
 - 5.3.4.3.3. Install plumb at 5' bury depth. Set at elevation required for flange to be 4" above finish grade lines.
 - 5.3.4.3.4. Set on concrete foundations. Provide one cubic yard of pea gravel or washed rock backfill at each hydrant.
 - 5.3.4.3.5. Tighten all valves and nuts and operate hydrant to assure all parts are in working condition.

- 5.3.4.3.6. Hydrants shall be blocked. Carefully compact backfill around hydrant to required grade.
- 5.3.4.3.7. Touch up paint as necessary to cover paint damaged during installation.

5.3.4.4. Boring Encasements

- 5.3.4.4.1. Required where IDOT has roadway jurisdiction.
- 5.3.4.4.2. Casing pipe shall be a minimum 6" in diameter greater than the water main that is being installed.
- 5.3.4.4.3. Casing pipe thickness shall be determined by the conditions of the area or as required by IDOT.
- 5.3.4.4.4. All joints in the casing pipe shall be welded in an acceptable manner.
- 5.3.4.4.5. Each 20' section of water main shall be fitted with a minimum of two (2) supports per section throughout the casing.
- 5.3.4.4.6. Seal end of casing pipe with manufactured end seals.
- 5.3.4.4.7. Ductile iron water main shall be used when casing pipe is required.

5.3.4.5. Tracer System & Stations

- 5.3.4.5.1. Tracer wire shall be installed with pipe. Refer to Standard Drawings WM 102 and, as appropriate, WM-201.
- 5.3.4.5.2. Wire shall be laid along the bottom of the pipe beginning with the first laid section and end at the connection to an existing main. The ends of the wire are to be protected using the material specified in Section 3.2.9.
- 5.3.4.5.3. Wire shall run continuously along the pipe and be attached to the bottom of the pipe at the midpoint of each pipe length, using two inch wide, ten mil thickness, polyethylene pressure sensitive tape.
- 5.3.4.5.4. No below grade splicing of the wire shall be permitted except as authorized by the Utility.
- 5.3.4.5.5. Tracer wire shall be exposed at each water main valve and hydrant.
 - 5.3.4.5.5.1. Hydrant: extend wire from the pipe connecting to the hydrant tee along the hydrant branch, and up to the ground surface where it shall be secured to a tracer terminal box.
 - 5.3.4.5.5.2. Main valve: extend wire from the exterior main valve box and secure to a tracer terminal box.

5.3.5. Testing and Disinfection

5.3.5.1. Methods

- 5.3.5.1.1. Perform operations according to AWWA C651 in the sequence below. Successfully complete each operation before continuing to the next operation. The Utility will provide reasonable quantities of water for flushing and testing.
 - 5.3.5.1.1.1. Required test(s) performed at Contractor's expense.
- 5.3.5.1.2. **Continuous-Feed or Slug Method (After Water Main Installation):** The sequence of testing and disinfection may be modified with approval of the Engineer and Utility.
 - 5.3.5.1.2.1. Perform initial flush.
 - 5.3.5.1.2.2. Perform disinfection.
 - 5.3.5.1.2.3. Flush after disinfection.
 - 5.3.5.1.2.4. Perform pressure and leak testing.
- 5.3.5.1.3. **Tablet Method (Concurrent with Water Main Installation):** Use this method only if approved by the Utility. Modify the procedure for flushing, disinfection, and pressure and leak testing as needed if tablet method is used.
 - 5.3.5.1.3.1. Perform disinfection.
 - 5.3.5.1.3.2. Flush after disinfection.

5.3.5.1.3.3. Perform pressure and leak testing.

5.3.5.2. Initial Flushing

5.3.5.2.1. Flushing.

5.3.5.2.1.1. Coordinate flushing with the Utility.

5.3.5.2.1.2. Flush pipe prior to disinfection using potable water to remove air. Insert taps to release trapped air.

5.3.5.2.1.3. Measure flushing velocity.

5.3.5.2.1.4. Obtain a minimum flushing velocity of 3 feet per second in the pipe to be disinfected.

5.3.5.2.2. Minimum Flushing Rate: According to AWWA C651, Table 3, based on 40 psi residual pressure (see table hereinafter).

Minimum Flushing Rate

Pipe Diameter (inches)	Flow Rate for Flushing (gpm)	Number of Taps**			Number of 2 1/2" Fire Hydrant Outlets*
		1"	1 1/2"	2"	
4	120	1	-	-	1
6	260	-	1	-	1
8	470	-	2	-	1
10	730	-	3	2	1
12	1,060	-	-	3	2
16	1,880	-	-	5	2

*With a 40 psi pressure in the main with the fire hydrant flowing to atmosphere, a 2 1/2 inch fire hydrant outlet will discharge approximately 1,000 gpm; and a 4 1/2 inch fire hydrant outlet will discharge approximately 2,500 gpm.

**Number of taps on pipe based on discharge through 5 feet of galvanized iron pipe with one 90° elbow.

5.3.5.2.3. Property Protection: Protect public and private property from damage during flushing operations.

5.3.5.3. Disinfection

5.3.5.3.1. General:

5.3.5.3.1.1. Disinfect according to AWWA C651. The tablet method contained in AWWA C651 is not to be used unless approved by the Utility.

5.3.5.3.1.2. Keep piping to be chlorinated isolated from lines in service and from points of use.

5.3.5.3.1.3. Coordinate disinfection and testing with the Utility.

5.3.5.3.1.4. Obtain and test water samples, unless otherwise provided by the Utility.

5.3.5.3.2. Disinfection Agent – Chlorine:

5.3.5.3.2.1. Liquid Chlorine complying with AWWA B300 and AWWA B301.

5.3.5.3.2.2. Sodium Hypochlorite complying with AWWA B300.

5.3.5.3.2.3. Calcium Hypochlorite complying with AWWA B300.

5.3.5.3.2.4. All disinfecting agents to be NSF 60 certified. Supply and store in the original container.

5.3.5.3.3. Procedure:

5.3.5.3.3.1. Induce a flow of potable water through the pipe.

5.3.5.3.3.2. Operate all valves and hydrants in new main to assure full disinfection. Repeat test procedure if necessary.

5.3.5.3.3.3. Introduce highly chlorinated water to the pipe at a point within 5 pipe diameters of the pipe's connection to an existing potable system, or within 5 pipe diameters of a closed end, if there is no connection to an existing system.

- 5.3.5.3.3.4. Introduce water containing a minimum of 25 mg/L free chlorine until the entire new pipe contains a minimum of 25 mg/L free chlorine.
- 5.3.5.3.3.5. Retain chlorinated water in the pipe for at least 24 hours and no more than 48 hours.
- 5.3.5.3.3.6. Minimum free chlorine residual at pipe extremities; 10 mg/l at end of test period. If requirement is not met, repeat disinfection procedure.
- 5.3.5.3.4. Final Flushing
 - 5.3.5.3.4.1. Flush pipe using potable water until chlorine residual equals that of the existing potable water system.
 - 5.3.5.3.4.2. Dispose of chlorinated water to prevent damage to the environment. Dechlorinate highly chlorinated water from testing before releasing into the ground or sewers. Obtain Utility approval prior to flushing activities.
 - 5.3.5.3.4.2.1. Check with the local sewer department for the conditions of disposal to the sanitary sewer.
 - 5.3.5.3.4.2.2. Chlorine residual of water being disposed will be neutralized by treating with one of the chemicals listed in the following table.

Amounts of Chemicals Required to Neutralize Various Residual Chlorine Concentrations in 100,000 Gallons of Water

Residual Chlorine Concentration mg/L	Sulfur Dioxide (SO ₂) lb	Sodium Bisulfite (NaHSO ₃) lb	Sodium Sulfite (Na ₂ SO ₃) lb	Sodium Thiosulfate (Na ₂ S ₂ O ₃ + 5H ₂ O) lb	Ascorbic Acid (C ₆ O ₈ H ₆) lb
1	0.8	1.2	1.4	1.2	2.1
2	1.7	2.5	2.9	2.4	4.2
10	8.3	12.5	14.6	12.0	20.9
50	41.7	62.6	73.0	60.0	104

- 5.3.5.3.5. Pressure and Leak Testing.
 - 5.3.5.3.5.1. Remove debris from within the pipe. Clean and swab out pipe, if required.
 - 5.3.5.3.5.2. Secure unrestrained pipe ends against uncontrolled movement.
 - 5.3.5.3.5.3. Isolate new piping from the existing water system.
 - 5.3.5.3.5.4. Fill and flush all new piping with potable water. Ensure all trapped air is removed. Insert taps to release trapped air.
 - 5.3.5.3.5.5. Pressurize the new pipe to the test pressure at the highest point in the isolated system. Do not pressurize to more than 5 psi over the test pressure at the highest point in the isolated system.
 - 5.3.5.3.5.6. Test and monitor the completed piping system at 1.5 times the system working pressure or 150 psi, whichever is greater, for 2 continuous hours.
 - 5.3.5.3.5.7. If at any time during the test the pressure drops to 5 psi below the test pressure, repressurize the pipe by pumping in potable water in sufficient quantity to bring the pressure back to the original test pressure.
 - 5.3.5.3.5.8. Accurately measure the amount of water required to repressurize the system to the test pressure.
 - 5.3.5.3.5.9. Maximum allowable leakage rate according to AWWA C600:

$$L = \frac{(S)(D)(P)^{1/2}}{148,000}$$

Where:

L = allowable leakage, in gallons per hour

S = length of pipe tested, in feet

D = nominal pipe diameter, in inches

P = average test pressure, in pounds per square inch

The following table assumes an average test pressure (P) of 150 psi and 1,000 feet of test section.

Maximum Allowable Leakage Rate

Pipe Diameter (inches)	Allowable Leakage Rate (gallons/hour/1,000 feet of pipe)
4	0.33
6	0.50
8	0.66
10	0.83
12	0.99
14	1.16
16	1.32
18	1.49
20	1.66
24	1.99
30	2.48
36	2.98

5.3.5.3.5.10. If the average measured leakage per hour exceeds the maximum allowable leakage rate, repair and retest the water main.

5.3.5.3.5.11. If the measured pressure loss does not exceed 5 psi, the test will be considered acceptable.

5.3.5.3.5.12. Examine trench for leakage during test. Repair all visible leaks regardless of the amount of leakage. Repeat test until requirements have been met and approved by the Utility.

5.3.5.3.5.13. After testing is completed, remove corporation cocks if not used for water service connections and install brass plugs.

5.3.5.3.6. Bacteria Sampling

5.3.5.3.6.1. Test water mains according to AWWA C651, including collection of two consecutive sets of acceptable bacteria samples 24 hours apart. If the initial disinfection procedure fails to produce satisfactory bacteriological results or if other water quality is affected, repeat the disinfection procedure.

5.3.5.3.6.2. Collect at least 1 set of samples from every 1,200 feet of the new water main plus 1 set from the end of the line and at least 1 set from each branch.

5.3.5.3.6.3. If test fails, the contractor shall pay for water used for additional testing and flushing.

5.3.5.3.6.4. After completion of disinfection, the Utility will collect bacteriological samples from new mains and the samples will be sent, by the contractor, to a certified, independent laboratory for testing. Samples must test "SAFE". If samples test "UNSATISFACTORY" or "UNSAFE", repeat disinfection procedures until sample tests "SAFE". Contractor will pay for all testing costs.

5.3.5.3.7. Putting Water Main in Service

5.3.5.3.7.1. Put the completed water system in service only after obtaining permission from the Utility.

5.4. Service Line Specifications

5.4.1. General Design Characteristics

- 5.4.1.1. Shall comply with local plumbing and fire codes in addition to the Utility's specifications contained in this Procedural Manual.
- 5.4.1.2. All service lines will be required to have a corporation cock, a curb stop valve, a curb stop box, an unrestrictive ball valve before the meter and an unrestrictive ball valve after the meter.
- 5.4.1.3. Tapping saddles will be required at all times.
- 5.4.1.4. Existing taps and service lines may be used if they meet current standards. If a tap or service line does not meet current standards it must be shut off at the corporation cock and disconnected from the water main. Abandoned water service lines must be shut off at the corporation cock and disconnected from the water main.
- 5.4.1.5. When it is not economically feasible, as determined by the Utility, to place the required water meter inside the building it will be serving, a water meter pit can be installed in accordance with Sections 4.2.5. and 4.3.5. of these specifications.

5.4.2. Materials

5.4.2.1. Tapping Saddles

- 5.4.2.1.1. All services shall have saddles that are nylon coated with a double stainless steel strap.

5.4.2.2. Service Lines

- 5.4.2.2.1. Minimum size of a service line is three-fourths (3/4) inch.
- 5.4.2.2.2. Service lines three-fourths (3/4) inch through two (2) inches.
- 5.4.2.2.3. Type K (heavy) soft annealed and seamless copper that complies with ASTM B 88 or polyethylene, Class 200 that complies with AWWA C901.
- 5.4.2.2.4. Iron or lead service lines are strictly prohibited.
- 5.4.2.2.5. Approved copper pipe with brass fittings or polyethylene pipe from the water main to the water meter.
- 5.4.2.2.6. PVC pipe only allowed under roadways or as specifically authorized by the Utility. PVC shall meet standards of ASTM D 1785, Schedule 80, Type S joints.
- 5.4.2.2.7. Brass pipe not allowed unless specifically authorized by the Utility. When duly authorized, brass pipe shall be red, seamless, according to ASTM B 43.
- 5.4.2.2.8. Service lines larger than two (2) inches shall be ductile iron. The ductile iron will be cement-mortar lined, ANSI A21.50, class 52 mechanical or push joint pipe. C-900 PVC pipe will also be allowed and shall be installed to water main specifications using push joint pipe.
- 5.4.2.2.9. Install tracer wire with all polyethylene and pvc services meeting requirements in Sections 3.2.9. and 3.4.5.

5.4.2.3. Corporation Cocks

- 5.4.2.3.1. All three-fourths (3/4) inch through two (2) inch corporation cocks shall be made of brass and conform to AWWA C800 standard.
- 5.4.2.3.2. They shall be suitable for tapping PVC or iron pipe as applicable and use of flared copper pipe or polyethylene pipe.
- 5.4.2.3.3. All taps larger than two inches will be made with an approved tapping tee and valve.

5.4.2.4. Curb Stop Valves and Boxes

- 5.4.2.4.1. Curb stop valves shall be made of brass and conform to AWWA C800 standard.
- 5.4.2.4.2. They shall be a ninety (90) degree turn valve for flared copper or polyethylene service pipe.

- 5.4.2.4.3. A gate valve shall be used instead of curb box for service lines larger than two inches.
- 5.4.2.4.4. Curb stop boxes shall be metal with a sliding extension, arch pattern base, stationary rod and lid.
- 5.4.2.5. Water Meter Pits: All water meter pits shall be Mueller/McCullough pits.
Mueller/McCullough thermal coil meter box with insulating pad and locking lid may be used for five-eighths (5/8) inch to two (2) inch meters, or approved equal.

5.4.3. Design and Installation

5.4.3.1. Taps

- 5.4.3.1.1. All taps must be made using an approved tapping saddle.
- 5.4.3.1.2. All three-fourths (3/4) and one (1) inch taps will be made on the upper half of the water main at a forty-five (45) degree angle. Taps one and one-half (1 1/2) inch and larger can be made at a ninety (90) degree angle.
- 5.4.3.1.3. A four (4) inch main will not receive a tap larger than three-fourths (3/4) inch.
- 5.4.3.1.4. No multiple taps.

- 5.4.3.2. Service Line: All service lines will have at least five feet of ground cover to protect it from freezing.

5.4.3.3. Curb Stop Box

- 5.4.3.3.1. The curb stop will be located at least six (6) feet but not more than eight (8) feet from the property line, in the public right-of-way unless otherwise directed by IMU's water department.
- 5.4.3.3.2. The curb stop shall be marked with a wooden or steel post painted blue. The post shall extend at least three (3) feet above the ground. This post can be removed and the curb stop box brought to ground level at the time of final inspection.

5.4.3.4. Water Meters

- 5.4.3.4.1. All meters shall have a radio read attachment.
- 5.4.3.4.2. All meters shall have an unrestrictive ball valve before the meter and an unrestrictive ball valve after the meter with the following spacing of valves:

5/8" Meter	11-3/4"
3/4" Meter	13-3/4"
1" Meter	15-3/4"
1-1/2" Meter	13-1/4"
2" Meter	17-1/4"

- 5.4.3.4.3. The water meter shall be located so it will be accessible for meter readers and meter repair personnel. All meters shall be placed not more than six (6) feet from a floor drain.
- 5.4.3.4.4. All meters shall be installed in a horizontal position.
- 5.4.3.4.5. Water meters shall be installed by utility personnel.
- 5.4.3.4.6. Clearance Around Meter: Five-eighths (5/8) to one (1) inch meters must have an unobstructed accessibility of twenty-four (24) inches on one side (front only) and at least eight (8) inches of clearance on all other sides. Meters larger than one (1) inch must have an unobstructed accessibility of thirty-six (36) inches on one side (front only) and at least twelve (12) inches on all other sides.
- 5.4.3.5. Water Meter Pits
 - 5.4.3.5.1. All water meter pits are to be placed on private property.
 - 5.4.3.5.2. The pit shall have a minimum depth of five (5) feet below grade.

- 5.4.3.5.3. The water meter will be installed so the meter is at least twelve (12) inches off the bottom of the meter pit.

5.5. Backflow Prevention

5.5.1. General

5.5.1.1. Hazard Definitions

5.5.1.1.1. Reduced Pressure Principal backflow preventer (RPP)

- 5.5.1.1.1.1. Generally used in high hazards or as otherwise required by the Utility. High hazards are those determined by the Utility to cause an impairment of the quality of potable water by creating an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, or waste.

- 5.5.1.1.1.2. A properly designed air gap at the water service entrance may be substituted for a RPP as specifically allowed by the Utility and only as installation as containment devices.

5.5.1.1.2. Double Check Valve Assembly (DCVA)

- 5.5.1.1.2.1. Generally used in low hazards or as otherwise required by the Utility. Low hazards are those determined by the Utility to cause an impairment of the quality of potable water to a degree which does not create a hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of potable waters for domestic use.

- 5.5.1.1.2.2. Consists of two independently acting, internally loaded check valves, four properly located test cocks, and two isolation valves.

- 5.5.1.1.3. Other types of backflow prevention devices may be required by the Utility for isolation purposes.

5.5.1.2. RPP device specifically required for the following types of facilities and conditions:

- 5.5.1.2.1. Breweries, distilleries, bottling plants (health/containment hazard).
- 5.5.1.2.2. Car washes.
- 5.5.1.2.3. Chemical plants.
- 5.5.1.2.4. Dairies (health/containment hazard).
- 5.5.1.2.5. Dentist office.
- 5.5.1.2.6. Die works.
- 5.5.1.2.7. Fertilizer plants.
- 5.5.1.2.8. Film laboratories or processing plants.
- 5.5.1.2.9. Fire protection systems (subject to other sections of these Procedures).
- 5.5.1.2.10. Food and beverage plants (health/containment hazard).
- 5.5.1.2.11. Hospitals, clinics, and medical offices.
- 5.5.1.2.12. All irrigation systems (supersedes UPC provisions).
- 5.5.1.2.13. Laboratories.
- 5.5.1.2.14. Laundries and dry cleaning plants.
- 5.5.1.2.15. Machine tool plants (health/containment hazard).
- 5.5.1.2.16. Metal processing plants (health/containment hazard).
- 5.5.1.2.17. Morgues and mortuaries.
- 5.5.1.2.18. Nursing homes.
- 5.5.1.2.19. Packing houses and rendering plants.
- 5.5.1.2.20. Paper products plants.
- 5.5.1.2.21. Pesticide manufacturing or handling facilities (exterminators).

- 5.5.1.2.22. Petroleum processing plants.
 - 5.5.1.2.23. Petroleum storage yard (health/containment hazard).
 - 5.5.1.2.24. Pharmaceutical or cosmetic plant.
 - 5.5.1.2.25. Piers, docks or waterfront facilities.
 - 5.5.1.2.26. Power plants.
 - 5.5.1.2.27. Radioactive materials plants.
 - 5.5.1.2.28. Restaurants with soap ejectors and/or industrial type disposal.
 - 5.5.1.2.29. Rubber plants.
 - 5.5.1.2.30. Sand and gravel plants.
 - 5.5.1.2.31. Schools.
 - 5.5.1.2.32. Swimming pools.
 - 5.5.1.2.33. Sewage treatment plants.
 - 5.5.1.2.34. Tall buildings (over 3 stories or with booster pump).
 - 5.5.1.2.35. Veterinary establishments.
 - 5.5.1.2.36. Premises having an auxiliary water system not connected to the public water system.
 - 5.5.1.2.37. Premises having a water storage tank, reservoir, pond, or similar source.
 - 5.5.1.2.38. Premises heated by steam or hot water, or cooling systems where chemical water conditions are or may be used.
 - 5.5.1.2.39. Premises having submerged inlets to equipment.
 - 5.5.1.2.40. Premises having self-draining yard hydrants, fountains, hose boxes, or similar devices.
 - 5.5.1.2.41. Others specified by the Utility.
- 5.5.2. Component Materials
- 5.5.2.1. Assemblies for containment
 - 5.5.2.1.1. Meets requirements of ANSI-AWWA Standard C510 or C511.
 - 5.5.2.1.2. Listed by the International Association of Plumbing and Mechanical officials.
 - 5.5.2.2. Assemblies for containment in a fire protection system
 - 5.5.2.2.1. Meets requirements of Factory Mutual Research Corporation (FM), Underwriters Laboratory (UL), Section 5.2.1. and other applicable city building and fire codes.
 - 5.5.2.2.2. Devices smaller than 2 ½" not listed by UL and tested by FM may be allowed upon approval by the Utility.
- 5.5.3. Design and Installation
- 5.5.3.1. Design
 - 5.5.3.1.1. Assemblies for containment – water services
 - 5.5.3.1.1.1. Air gap or approved reduced pressure principle backflow prevention assembly for water services having one or more cross connections which the Utility classifies as a high hazard.
 - 5.5.3.1.1.2. Approved double check valve assembly for water services having no high hazard cross connections but having one or more cross connection which the Utility classifies as a low hazard.
 - 5.5.3.1.2. Assemblies for containment – fire protection systems
 - 5.5.3.1.2.1. Submit plans, including backflow prevention devices, to the Indianola Fire Chief in addition to other applicable authorities.
 - 5.5.3.1.2.2. Reduced pressure principle backflow prevention assembly on new and existing fire protection systems determined to have any of the following:

- 5.5.3.1.2.2.1. Direct connections from public water mains with an auxiliary water supply on or available to the premise for a pumper connection.
- 5.5.3.1.2.2.2. Interconnections with auxiliary supplies such as reservoirs, rivers, ponds, wells, mills, or other industrial water systems.
- 5.5.3.1.2.2.3. Use of antifreezes or other additives in the fire protection system.
- 5.5.3.1.2.2.4. Combined industrial or domestic with high hazard and fire protection systems supplied from the public water mains only, with or without gravity storage or pump suction tanks.
- 5.5.3.1.2.2.5. Any other facility, connection, or conditions which may cause contamination.
- 5.5.3.1.2.3. Double check valve assembly required for all other fire protection systems on new systems at the time of installation and on existing systems at the time they are upgraded.

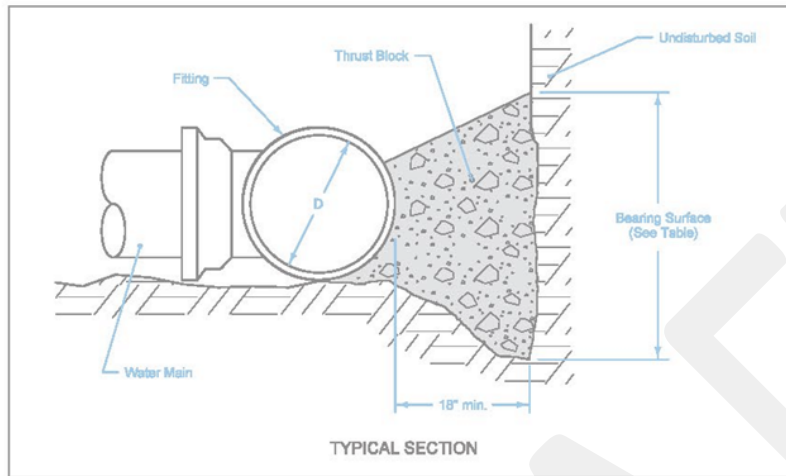
5.5.3.2. Installation

- 5.5.3.2.1. The required assemblies for containment shall be installed in the horizontal plumbing immediately following the meter or as close to that location as deemed practical by the Utility. It shall be located upstream from any branch piping. This installation method does not eliminate the responsibility of the customer to protect the Utility's water distribution system from contamination or pollution between the backflow prevention assembly and the water main.
- 5.5.3.2.2. Reduced pressure principal backflow assemblies shall not be installed so as to be protected from flooding; nor in underground vaults or pits.
- 5.5.3.2.3. Thermal expansion shall be provided for when installing an assembly for containment where hot water is used within the water system.
- 5.5.3.2.4. Provisions shall be made to convey the discharge of water from reduced pressure principle backflow assemblies to a suitable drain.
- 5.5.3.2.5. No assemblies shall be installed in a place where it would create a safety hazard, such as, but not limited to, over an electrical panel or above ceiling level.
- 5.5.3.2.6. A second assembly, sized to handle temporary water flow needed during testing or repairs, may be installed in parallel piping.
- 5.5.3.2.7. All assemblies shall be installed so they are accessible for testing.
- 5.5.3.2.8. Shut-off valves shall be installed and meet the appropriate requirements contained in these Procedures.

5.6. Standard Drawings

The following Standard Drawings are hereby incorporated by reference. The Utility may update these drawings as appropriate. Updates by parties issuing Standard Drawings must be approved by the Utility prior to being incorporated by reference.

SUDAS SW-104 Pressure Pipe Trench Bedding
SUDAS WM-101 Thrust Blocks (2 Sheets)
SUDAS WM-102 Tracer System
SUDAS WM-201 Fire Hydrant Assembly



Extend thrust blocks to undisturbed soil. Excavation into trench wall may be necessary.

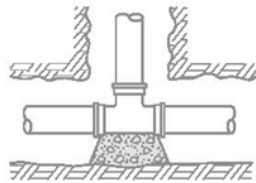
Form vertical surfaces of poured concrete thrust blocks except on bearing surface.

Encase all fittings in polyethylene wrap. Do not allow concrete to directly contact joints or fitting bolts.

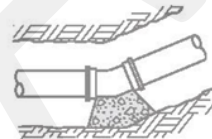
Diameter of Pipe, D (inches)	MINIMUM BEARING SURFACE (sf)				
	Bends				Tees and Dead Ends
	11½°	22½°	45°	90°	
4	1	1	2	4	3
6	1	2	4	8	6
8	2	4	7	14	10
10	3	6	11	21	15
12	4	8	18	29	21
14	5	11	21	39	28
16	7	14	27	50	36
18	9	17	34	63	45
20	11	21	42	78	55
24	15	31	60	111	78
30	24	47	92	171	120
36	34	67	132	244	173

Minimum surface area based on water pressure of 150 psi and allowable soil pressure of 1,000 psf.

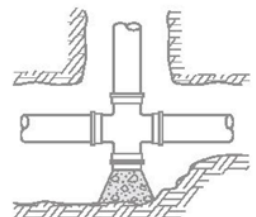
TEES



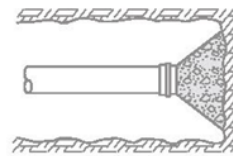
BENDS



CROSSES



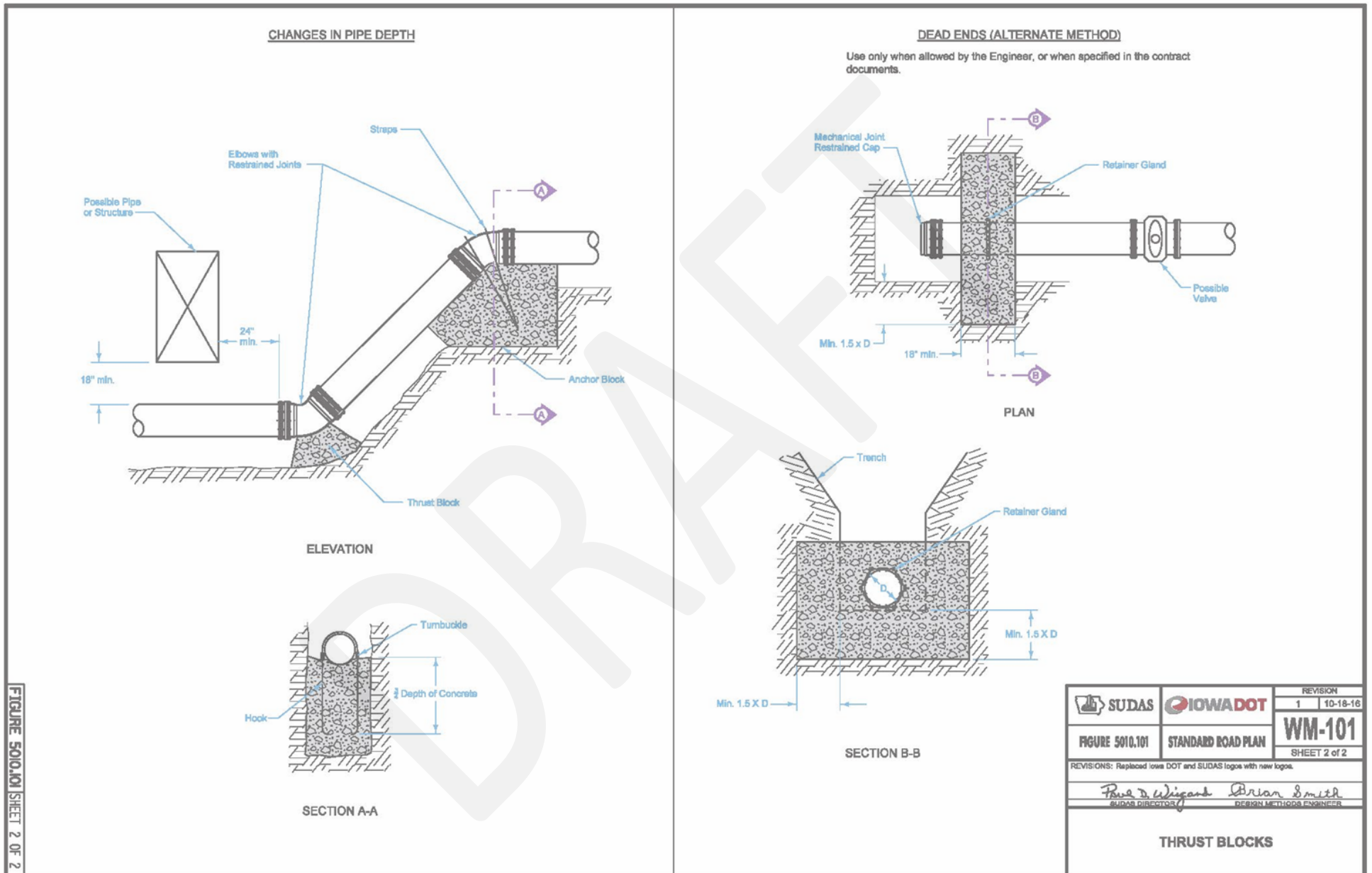
DEAD ENDS



TYPICAL PLAN

FIGURE 5010.101 SHEET 1 OF 2

SUDAS	IOWA DOT	REVISION
		1 10-18-16
FIGURE 5010.101	STANDARD ROAD PLAN	WM-101
		SHEET 1 of 2
REVISIONS: Replaced Iowa DOT and SUDAS logos with new logos.		
Paul D. Wiegand SUDAS DIRECTOR		Brian Smith DESIGN METHODS ENGINEER
THRUST BLOCKS		



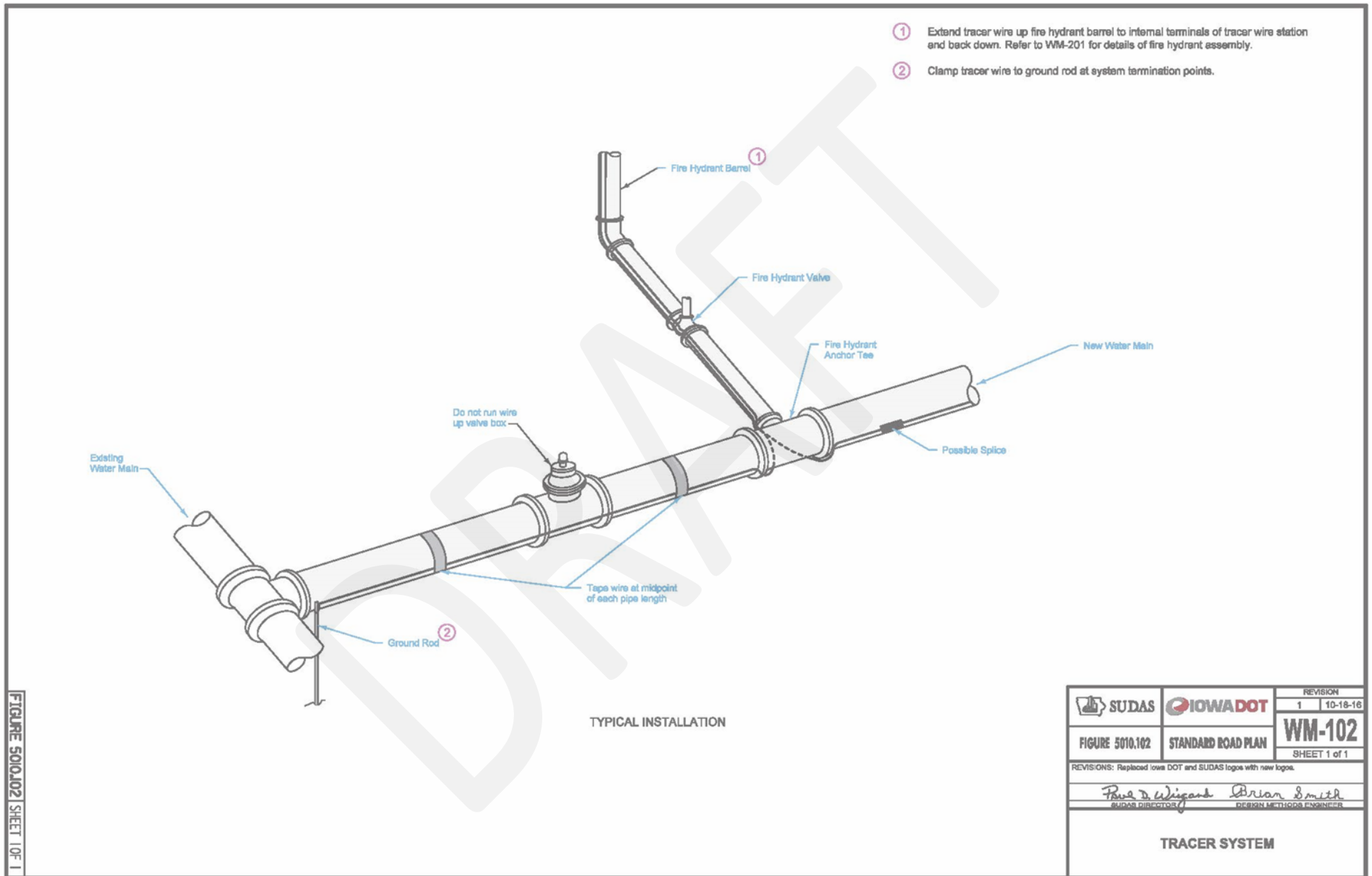
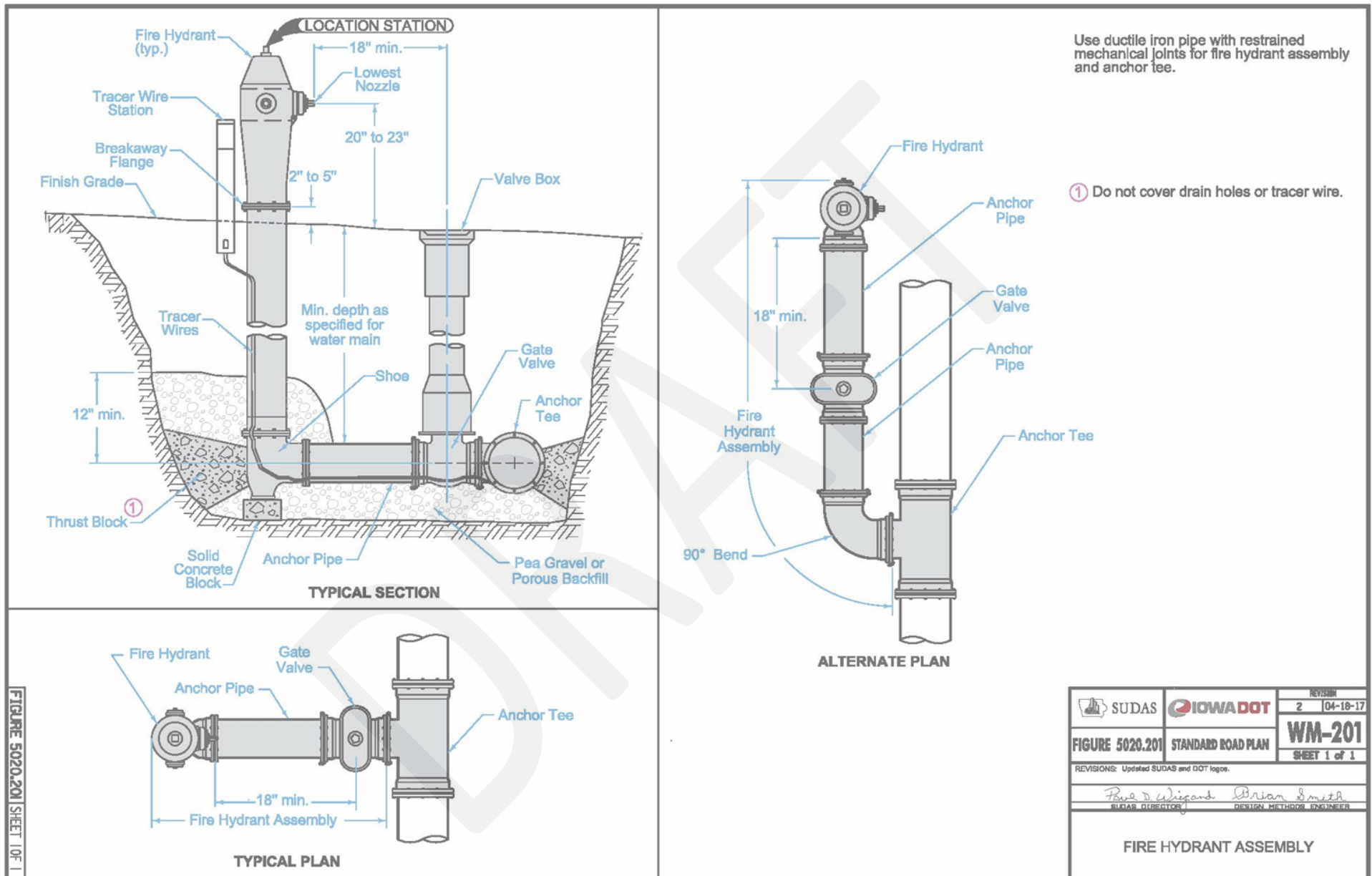


FIGURE 5010.102 SHEET 1 OF 1



DIVISION 6: STRUCTURES FOR SANITARY AND STORM SEWERS

Section 6010: Structures for Sanitary and Storm Sewers

2.03, Cast-in-Place

B. (ADD THE FOLLOWING 2ND SENTENCE) Reinforcement: All reinforcement for cast-in-place structures shall be epoxy coated.

2.09, Manhole or Intake Adjustment Rings (Grade Rings)

A.1: Delete Section (or) for storm sewer structures only.

A.2. High Density Polyethylene Adjustment Rings:

e. (ADD) For storm sewer structures only.

f. (ADD) Do not use high density polyethylene (HDPE) adjustment rings in either PCC or HMA street pavement, either public or private.

A.3. Expanded Polypropylene Adjustment Rings:

d. (ADD) Shall be used for sanitary sewer manholes. At the contractor's option, may be used for storm sewer structures.

e. (ADD) No more than 12" of rings to be used. Contractor must contact City staff from Water Pollution Control Department for proper installation of rings.

B. (REPLACE) Ensure the inside diameter of the adjustment ring is not less than the inside diameter of the manhole frame or not less than the inside dimension of the intake grate opening. The maximum amount of horizontal adjustment allowed to be made with adjusting rings is 3 inches.

C. (ADD) Manhole adjustment rings are not required to have pre-formed or pre-drilled holes for the anchor bolts.

D. (ADD) Construct manholes with the following adjustment ring stack heights:

a. (REPLACE) Minimum: 4 inches for new manholes. No minimum for rehabilitation projects.

b. (REPLACE) Maximum: 12 inches or three courses of rings for new manholes; 16 inches or four courses of rings for existing manholes.

E. (ADD) Construct intakes with the following adjustment ring stack heights:

a. (REPLACE) Minimum: 2 inches for new manholes. No minimum for rehabilitation projects.

b. (REPLACE) Maximum: 8 inches or two courses of rings for new intakes.

2.10, Castings (Ring, Cover, Grate, and Extensions)

C. Casting Types

1. Manholes: (REPLACE) Unless otherwise specified in the contract documents, adjustable three-piece castings will not be allowed. All manhole castings situated in a floodplain shall have bolt-down covers. Concrete box outs for manholes in PCC paving shall comply with figure PV-103. Concrete box outs for manholes in HMA paving shall comply with figure PV-201. All manholes in paving shall be gasketed. The following table lists the manhole casting types.

2. Intakes:

- a. Comply with Figures 6010.602, 6010.603, 6010.604, and the contract documents.
 1. (ADD) Driveway grates shall be Type Q per Figure 6010.603.
 2. (ADD) Curb inlet grates shall be Type R per Figure 6010.603.
- b. (REPLACE) All storm sewer castings shall be stamped to produce raised lettering with "DUMP NO WASTE – DRAINS TO RIVER" or similar message assuring NPDES compliance.

2.11 Additional Materials for Sanitary Sewer Manholes

A. Infiltration Barrier

2. (Delete) Internal Chimney Seal: Delete this item in its entirety.

B. Riser Section Coating

1. (REPLACE) Exterior: All exterior concrete surfaces shall have bituminous waterproofing on all sanitary sewer manholes.

2.13 Steps

Delete: Entire Section. Steps are not allowed.

3.01 General Requirements for Installation of Manholes and Intakes

J. Casting:

(REPLACE) Install the type of casting specified in the contract documents and adjust to proper grade.

Where a manhole or intake is to be in a paved area, adjust the casting to match the slope of the finished surface. Attach a casting frame to the structure with four anchor bolts.

1. (ADD) Unless otherwise specified in the contract documents, adjustable three-piece castings will not be allowed.
2. (ADD) All manhole castings situated in a floodplain shall have bolt-down covers.
3. All sanitary sewer manhole castings must be bolted to the top of manhole using a minimum of two (2) half inch (1/2") steel anchor rods.

K. Infiltration Barrier

1. (REPLACE) External Chimney Seal:
 - a. Do not use external chimney seal if seal will be permanently exposed to sunlight.
 - b. Extend seal 3 inches below the lowest adjustment ring.
 - c. Extend seal to 2 inches above the flange of the casting for a standard two-piece casting.
 - d. Use multiple seals, if necessary.
 - e. Install compression bands (external chimney seal) to lock the rubber sleeve or extension into place and to provide a positive watertight seal. Once tightened, lock the bands into place. Use only manufacturer recommended installation tools and sealants.

3.05 Connection to Existing Manhole or Intake

C. Sanitary Sewer

3. (DELETE) Cut and Chipped Opening (Knock-out): Delete Entire Section.

DIVISION 7: STREETS AND RELATED WORK

Section 7010 – Portland Cement Concrete Pavement

1.07 Special Requirements

A. (ADD) Pavement Thickness:

Minimum PCC Pavement Thickness			
Street Classification	Pavement Thickness		
	Commercial / Industrial	Residential	Rural
Local (on grade) *	8" (7" Reinforced)	8" (7" Reinforced)	8" (7" Reinforced)
Local (on minimum 6" subbase)	7"	7"	7"
Minor Collector (on minimum 6" subbase) *	8"	8"	8"
Major Collector (on minimum 6" subbase)	Special Design (See SUDAS Design Manual Section 5F)		
Minor/Major Arterial	Special Design (See SUDAS Design Manual Section 5F)		

Note: * Load Transfer Devices Required

Minimum HMA Pavement Thickness									
Street Classification	Surface Course Thickness			Intermediate/ Base Course Thickness			Total Pavement Thickness including Surface Course		
	C/I	Res	Rural	C/I	Res	Rural	C/I	Res	Rural
Local	2"	2"	2"	7"	6"	7"	9"	8"	9"
Minor Collector	2"	2"	2"	8"	7"	7"	10"	9"	9"
Major Collector	Special Design (See SUDAS Design Manual Section 5F)								
Minor / Major Arterial	Special Design (See SUDAS Design Manual Section 5F)								

Note:

C/I = Commercial/Industrial at 5% Trucks.

Intermediate/Base Course Thickness may be reduced 1" for every 6" of subbase material placed up to 12" of subbase material.

- B. (ADD) Contractor shall provide a minimum of 48-hour advance notice (excluding weekends and holidays) to the Engineer and the Jurisdiction for pavement pours.
- C. (ADD) Contractor shall notify Engineer of pavement joint sawing operations which must be performed during the Indianola Noise Ordinance between the hours of 9:00 pm and 6:00 am on weeknights and between the hours of 9:00 pm and 8:00 am on weekends. "
- D. (ADD) When placing PCC, the Contractor shall protect adjacent fixtures from concrete splatter or direct contact with the concrete. Fixtures include but are not limited to light poles, light pole bases, controller cabinets, hand holes, buildings, manhole lids, water valve lids and fire hydrants.

1.08 Measurement and Payment:**A. PCC Pavement:****2. Payment**

- a. (ADD) No additional payment will be made when protection is necessary as described in Section 7010.3.05.A.1.

3.02 Pavement Construction**C. Surface Fixture Adjustment:**

- 4. (ADD) Valve boxes and similar fixtures within areas to be paved without boxouts shall be adjusted to within 0.5 inches of the finished vertical grade prior to paving. Adjustments greater than 0.5 inches with the plastic concrete shall not be allowed.

F. Concrete Pavement Placement:

- 1. (REPLACE) Use a slip-form paving machine for all pavement 8.5 feet or more in width and 150 feet or more in length. For pavement sections less than 8.5 feet in width and/or less than 150 feet in length, screed finish methods may be used.

3.03 Curb and Gutter Construction (See Figure 7010.102)

- B. (REPLACE) Use a paving machine for curb and gutter sections 150 feet or more in length. For curb and gutter sections less than 150 feet in length, hand finish methods may be used.

3.07 Quality Control**D. Pavement Thickness**

- 5. (ADD) Core samples will be required if deficiencies are determined in concrete yields or thickness deficiencies are suspected by the Engineer.

Section 7030 – Sidewalks, Shared Use Paths, and Driveways**2.07 Detectable Warnings**

- A. (ADD) For 4' sidewalk and 5' sidewalk, detectable warning panels (truncated domes) shall be Cast In Place Replaceable in Clay Red (Federal Color No. 22144) manufactured by ADA Solutions, Inc. or an Engineer approved equivalent.
- B. (ADD) For sidewalk and shared use path more than 8' wide, detectable warning panels (truncated domes) shall be Duralast® cast iron in Natural finish (uncoated) manufactured by EJ Group, Inc. or an Engineer approved equivalent. Unless otherwise specified in the contract documents, the Contractor shall utilize radial plates when abutting intersection radii.

3.04 PCC Sidewalks, Shared Use Paths, and Driveways**A. Form Setting:**

- 6. (ADD) The turning space for a sidewalk or shared use path shall be formed separately from the adjoining ramps and sidewalk or shared use path.

B. Concrete Pavement Placement:**2. Sidewalk:**

- g. (ADD) The turning space for a sidewalk or shared use path shall be formed separately from the adjoining ramps and sidewalk or shared use path.

3.10 Cleaning

- D. (ADD) The Contractor shall clean the detectable warning panels of all superfluous concrete and plastic covering after the concrete is cured such that the panel surface is clean and the truncated surface is fully functional.

3.12 Sidewalk and Curb Ramp Compliance

(REPLACE) Compliance with cross slopes and grades, as well as all other elements, for sidewalks and curb ramps is crucial. If the construction cannot be completed as specified in the contract documents, it may be necessary to adjust slopes within the accepted legal limitations. Contact the Engineer prior to placement of the concrete if changes from the values specified in the contract documents are being made.

- A. The Contractor is responsible for constructing all new pedestrian facilities in accordance with the plans, specifications, and applicable standards. Pedestrian facilities include sidewalks, shared use paths, pedestrian ramps, and crosswalks.
 - 1. The Engineer can provide assistance and guidance on plan interpretation, upon request. However, the Contractor is solely responsible for implementing the plans.
 - 2. The design and construction parameters of pedestrian ramps are relatively narrow. Minor errors in formwork or pavement finishes can significantly affect the final results. Because of this, special care and attention shall be taken when setting formwork and/or finishing the various elements of pedestrian ramps including but not limited to adjacent curb and gutter, ramp lip, detectable warning placement, widths, running slopes, and cross slopes.
 - 3. The Contractor installing the pedestrian facilities shall have a set of the contract documents on site at all times.

DIVISION 8: TRAFFIC CONTROL

Section 8010 – Traffic Signals

2.02 Detection

B. Pedestrian Push Button Detectors

- 5. (ADD) Type and Model of push button shall be specified or approved by Jurisdictional.

2.04 Cabinet and Controller

A. NEMA Controller, Cabinet, and Auxiliary Equipment:

- 1. Controller: (REPLACE) Controller shall be Naztec.

C. Emergency Vehicle Preemption System: EVP System shall be Opticom®.

Section 8020: Pavement Markings

3.02 Construction

B. Surface Preparation:

- 5. (ADD) Contractor shall use a high-pressure water system (water blasting) for cleaning unless air temperature is 32 degrees (freezing point) or below. If air temperature is below the freezing point, then surface grooving per 8020.3.02.J may be allowed with approval of the Engineer. Payment shall be per station (100 lf) of finished markings.

6. (ADD) Removal of existing pavement markings may be by vacuum blasting, shot blasting, or high-pressure water blasting. Open abrasive blasting without containment will not be allowed. The equipment and method used shall be recommended by the manufacturer. Pavement grinding or grooving for removal of pavement markings, symbols or legends will not be allowed.

L. (ADD) Temporary Striping:

1. General:

- a. Temporary pavement striping shall be utilized solely to provide striping over the winter months if permanent striping cannot be established prior to the winter shutdown.
- b. Temporary pavement striping accomplished without the prior written permission of the engineer will not be eligible for payment. Any temporary striping work occurring after the expiration of the current contract time also will not be eligible for payment but will be required prior to the issuance of winter shutdown orders.
- c. If portions of the project have been previously completed and can be striped, but have not been prior to the winter shut down, these areas shall receive temporary pavement striping at no cost to the City.

Section 8030 – Temporary Traffic Control

1.07 Special Requirements

- E. (ADD) The Contractor shall be responsible for necessary temporary traffic control placement unless otherwise shown on plans to accommodate their operations.

G. (ADD) Restricting Parking:

The Contractor is responsible for installing, maintaining, and removing temporary “No Parking” signage for the project at all locations where on-street parking needs to be restricted. This includes posting the temporary “No Parking” signs prior to beginning work on streets or rights-of-way within the construction zone. It also includes posting signage along all detour routes where on-street parking needs to be removed to allow a two-lane traffic facility.

These temporary “No Parking” signs shall be placed at least 48 hours prior to construction. The Contractor will be responsible for maintaining signage needed along the detour routes and construction zone for the duration of the project. The temporary “No Parking” signs shall be removed, by the Contractor, within 48 hours after all construction activities have been completed and equipment has been removed from the site. The Contractor shall replace any destroyed, damaged, or missing temporary “No Parking” signs as needed.

The temporary no parking signage shall be included in the general traffic control bid item. This signage shall be posted as needed on side streets during the appropriate construction phase.

1. If there is no traffic control bid item, the costs for all required temporary traffic control shall be incidental to the project costs.

DIVISION 9: SITE WORK AND LANDSCAPING

Section 9010: Seeding

3.02 – Area of Seeding:

- A. (ADD) Mobilize within 72 hours of a written order with sufficient labor, equipment, and materials to seeding work as ordered or approved by Engineer. Complete work within 7 calendar days of a written order.

- B. (ADD) Failure to mobilize and complete work within such time period, will result in a deduction of \$750.00 per calendar day from payment due under the contract, except when Engineer extends such time period.

Section 9040 - Erosion and Sediment Control

3.07 Filter Socks (Figure 9040.102)

A. Installation:

7. (ADD) Do not install filter socks on uneven ground where water can easily undermine the sock.

DRAFT

City of Indianola
RESOLUTION NO _____

**RESOLUTION ADOPTING THE IOWA STATEWIDE URBAN DESIGN AND STANDARD
SPECIFICATIONS, 2021 EDITION, FOR PUBLIC IMPROVEMENTS**

WHEREAS, the City of Indianola has not adopted any standards for public improvements completed within the City; and

WHEREAS, it is in the best interest of the City of Indianola to formally designate the Statewide Urban Design and Specification (SUDAS) as the standard for public improvements completed within the city; and

WHEREAS, the City of Indianola has been an active member of the Committee that prepared and implemented said SUDAS specifications; and

WHEREAS, these standards and construction specifications, along with the supplemental specifications, will be used to design and construct public improvements within the City; and

WHEREAS, it is the opinion of this City Council that it would be in the best interest of the City of Indianola to adopt said design standards and construction specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the SUDAS Design Manual, 2021 Edition, and the SUDAS Standard Specifications Manual, 2021 Edition, are hereby approved and adopted as the standard specification for public improvements completed within the City of Indianola, Iowa.

BE IT FURTHER RESOLVED that the 2021 City of Indianola General Supplemental Specifications to the SUDAS Standard Specifications Manual shall be further adopted as the addendum to the standard specification for public improvements completed within the City of Indianola, Iowa.

ADOPTED AND APPROVED this 1st day of February 2021

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 02/01/2021

Subject

Resolution approving a one-year farm lease with MZ Grain, LLC for the City Farm site.

Information

Roll call is in order.

Fiscal Impact

Attachments

Lease Memorandum

Resolution Approving Agreement

Farm Lease Agreement



— WATER RESOURCE RECOVERY FACILITY —

January 27, 2021

To: Honorable Mayor and City Council

CC: Ryan J. Waller, City Manager

From: Rick Graves, WRRF Supt.

Re: One Year Farm Lease

Mayor and City Council,

With the construction of the Outfall Sewer taking place this year through the middle of the north field (see map below), it was decided to seek quotes for a one-year lease to plant crop on the City Farm. The lease will run from March 2021 to March 2022. With the anticipated completion of the wastewater plant in April 2022, we will look at going back to a three-year lease agreement.

I reached out to three local farmers and with it being late in the season I only received one bid from MZ Grain LLC out of Carlisle.

RENT – ONE YEAR LEASE	
MZ Grain LLC (Zach Moorman) Carlisle, Iowa	\$28,310 + real estate property taxes
Moffitt Farms	No Bid
Mark Putney	No Bid

In 2016 MZ Grain leased the City Farm for two years and was an exceptional renter.

I recommend renting the City Farm site to MZ Grain LLC for a one-year lease starting March 2021 and ending March 2022 for the dollar amount listed above.



Fulton St

Outfall Sewer

115th Ave

Grimes Pl

Grimes St

110th Ave

270

City of Indianola
RESOLUTION NO 2021-

RESOLUTION APPROVING A FARM LEASE WITH MZ GRAIN, LLC

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

WHEREAS, the Water Resource Recovery Department reviewed bid and recommends the bid from MZ Grain, LLC in an amount of \$28,310 per year plus property taxes for a one-year period be approved; and

WHEREAS, the Water Resource Recovery Department recommends awarding the agreement, attached as Exhibit A, to MZ Grain, LLC in an amount of \$28,310 per year plus property taxes for a one-year period.

NOW, THEREFORE, BE IT RESOLVED, that the Indianola City Council hereby approves the farm lease agreement with MZ Grain, LLC in an amount of \$28,310 per year plus property taxes for a one-year period beginning March 1, 2021 and the Mayor or City Manager are hereby authorized and directed to execute the documents on behalf of the City.

Passed and approved this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

FARM LEASE - CASH OR CROP SHARES

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

THE PARTIES AGREE AS FOLLOWS:

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

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

AND

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

AND

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

AND

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

AND EXCEPT

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

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

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

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

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

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

Possession by Tenant shall be for a term of one (1) year, commencing on March 1, 2021, and ending on March 1, 2022.

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

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

- a. Total annual cash rent of \$ 28,310, which shall include a per acre price for planting that portion of the Leased Premises set forth in Exhibit D. Rent shall be payable, unless otherwise agreed, as follows: \$ 14,155 on April 1, 2021, and \$ 14,155 on December 15, 2021; and
- b. All real estate taxes due on the Leased Premises in accordance with Paragraph (a).

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

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

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

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

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

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

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

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

5. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

termination of this Lease shall be as provided by law.

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

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

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

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

13. NEW IMPROVEMENTS. Intentionally omitted.

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

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

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

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

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

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

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

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

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

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

24. **ADDITIONAL PROVISIONS.**

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

DATED: 1/26/2021

TENANT

MZ Grain LLC
by [Signature]

By: MZ Grain LLC. Tenant

CITY OF INDIANOLA, LANDLORD

By: Pam Pepper, Mayor

STATE OF IOWA, COUNTY OF WARREN: ss

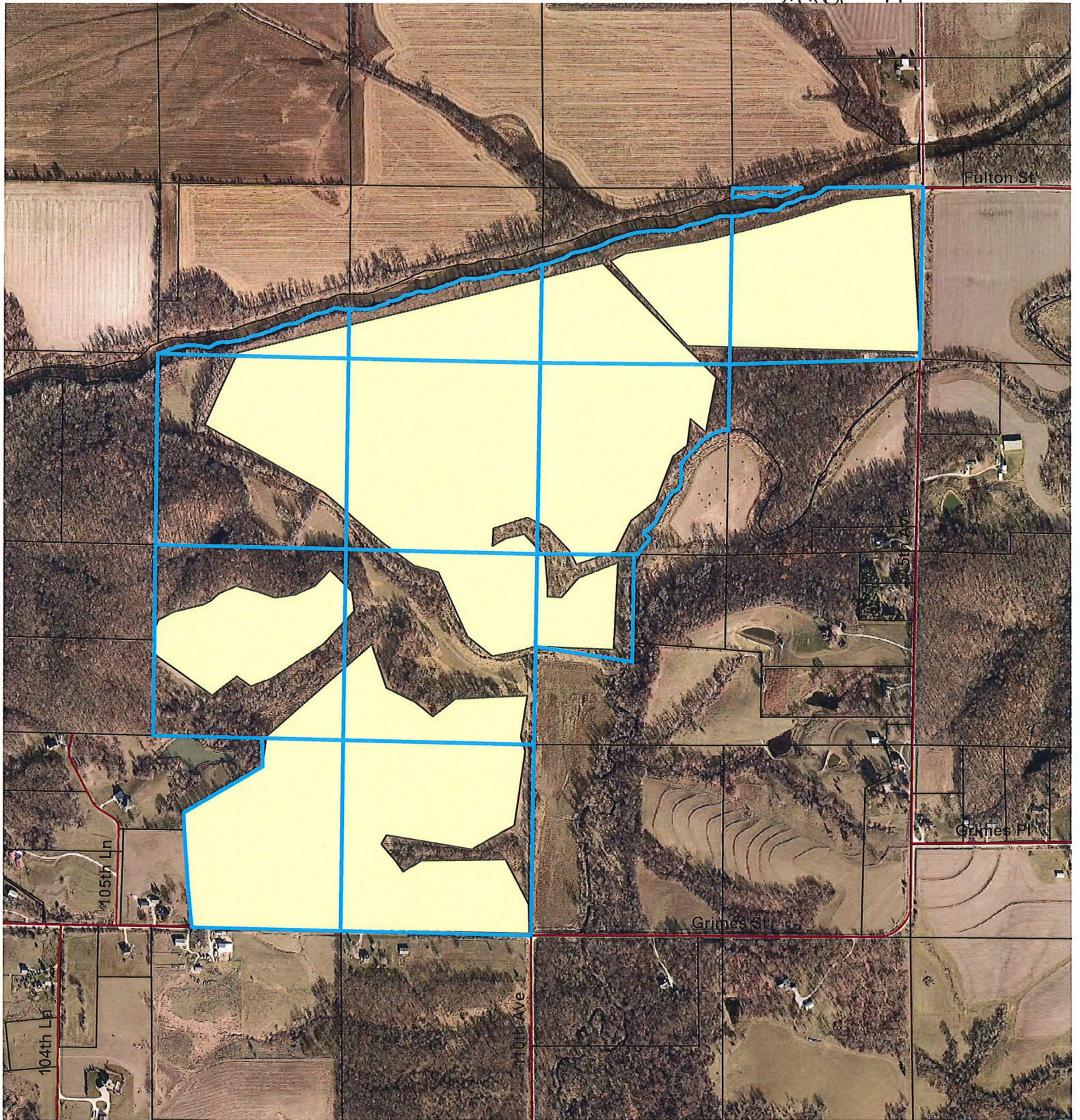
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Tenant.

Iowa Notary Public

STATE OF IOWA, COUNTY OF WARREN: ss

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

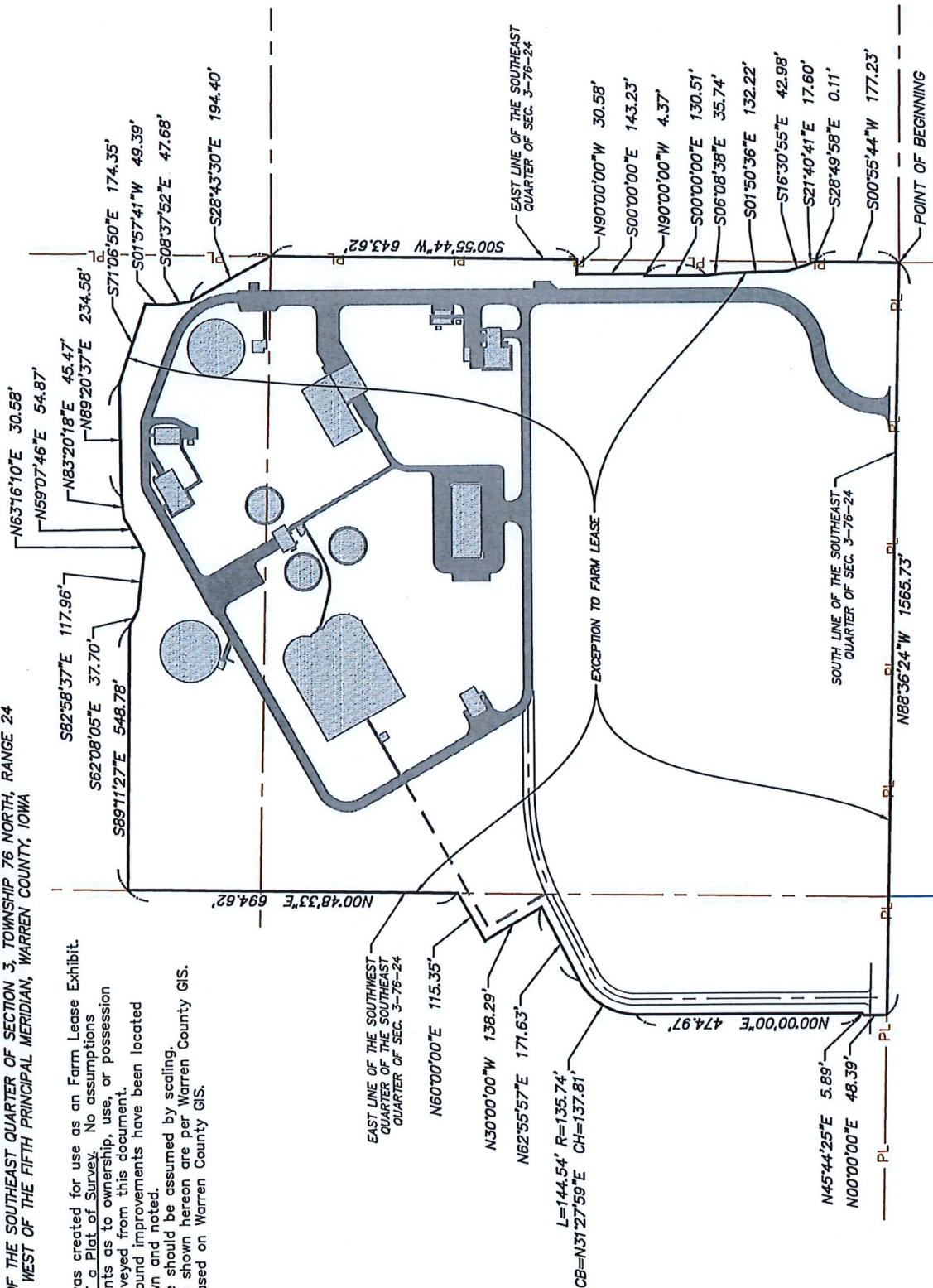
Iowa Notary Public



FARM LEASE EXCEPTION EXHIBIT

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

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



FARM LEASE EXCEPTION EXHIBIT INDIANOLA WATER RESOURCE RECOVERY FACILITY INDIANOLA, IA		HRGreen 5525 Mettle Hay Road - Suite 200 Johnston, IA 50131-1448 L 515.278.2913 F 515.278.1848 www.hrgreen.com
SHEET NO. 1	DATE 12/22/19	PROJECT INDIANOLA WATER RESOURCE RECOVERY FACILITY
PREPARED BY J. H. HARRIS	CHECKED BY J. H. HARRIS	DATE 12/22/19

Exhibit B



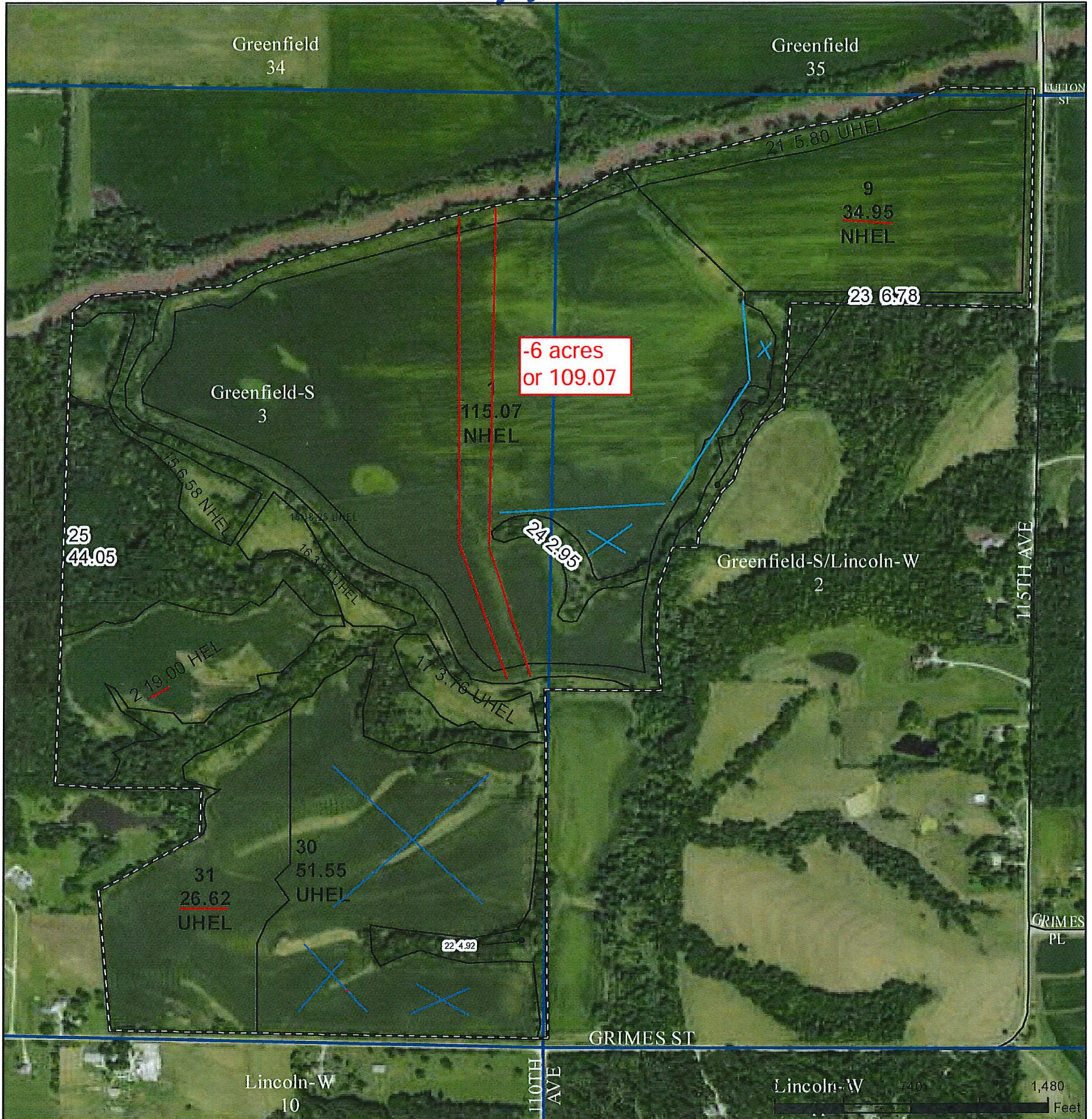


United States
Department of
Agriculture

Warren County, Iowa

Exhibit D

190 tillable



ALL FIELDS NON-IRRIGATED

Wetland Determination Identifiers

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

Tract Cropland Total: 285.49 acres

2020 Program Year

Map Created May 19, 2020

Farm 5720

Tract 11838

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

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

Meeting Date: 02/01/2021

Subject

Resolution appointing the City of Indianola representation to the Warren County Joint 911 Service Board.

Information

Iowa Code calls for the board of supervisors of each county to maintain a joint 911 service board where each local emergency management agency operating within the area is entitled to voting membership on the joint 911 service board. The purpose of the board is to maintain a 911 service plan encompassing at minimum the entire county. The attached resolution names Fire Training Captain Aaron Hurt as the Indianola Delegate and Firefighter Paramedic Eric Wallace as the alternate. They will replace Fire Chief Greg Chia and Police Lieutenant Rob Hawkins.

Roll call is in order.

Fiscal Impact

Attachments

Resolution Appointing Members

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION APPOINTING THE CITY OF INDIANOLA REPRESENTATION TO THE WARREN COUNTY JOINT
911 SERVICE BOARD**

WHEREAS, the City of Indianola is a member of the Warren County Joint 911 Service Board ("Board");
and

WHEREAS, the Board by-laws and Iowa Code Chapter 34A require approval by the head of the governing
body to appoint representation for the City of Indianola for the Board.

NOW, BE IT RESOLVED BY THE INDIANOLA CITY COUNCIL to appoint the following as the City of
Indianola representation to the Warren County Joint 911 Service Board:

Indianola Delegate: Fire Training Captain Aaron Hurt

Indianola Alternate: Firefighter/Paramedic Eric Wallace.

Passed and adopted this 1st day of February 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 02/01/2021

Subject

Discussion and direction regarding civic funding requests and stormwater fees for the Fiscal Year 22 budget.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Presentation regarding the rental inspection program.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/01/2021

Subject

Receive and file correspondence from the January 15 and 22, 2021 weekly updates from City Manager, Ryan Waller.

Information

Simple motion is in order.

Fiscal Impact

Attachments

Waller's Weekly 0115

Waller's Weekly 0122

Jackie Raffety

From: Ryan Waller
Sent: Friday, January 15, 2021 1:11 PM
To: Ryan Waller
Subject: Waller's Weekly 1.15.2021

Happy Friday, all.

I hope this finds everyone well. Below, please find this week's update email. If there are any questions regarding these items or other city-related topics, please let me know. Have a wonderful weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Blizzard Warning

The City remains under a blizzard warning until 6:00 p.m. tonight (January 15). Accordingly, the City's snow emergency regulations remain in effect. If you must travel, please allow extra time and use extreme caution. City crews began operations at 2:00 a.m. and will continue to work to ensure passable roadways. Clean-up efforts will likely take a few days. Thank you for your patience, understanding and cooperation.

January 19 (Tuesday) City Council Meetings

The City Council will meet on Tuesday, January 19 for its regular meeting and study session (immediately follows regular meeting). The agendas and comprehensive meeting materials are available on the City's website (linked below). The meetings are aired live via the City's YouTube Channel and a Zoom Webinar (links and login information may be found in the meeting packet).

- [Agenda Center \(LINK\)](#)
-

Streetscape Update Presentations

On Wednesday and Thursday of this week, City representatives presented an update on the Streetscape project to members of the Indianola Chamber and the Indianola Sustainability Committee. The presentation highlighted different proposed design elements of the project, as well as upcoming milestones for this project. This presentation is on the agenda for the City Council's Study Session on Tuesday, January 19.

Traffic Signal

The City's on-call consultant for traffic signals has investigated the timing of the signal on E. Iowa Avenue, east of North Jefferson Way. It was discovered that the traffic signal at this location is not functioning properly because one of the vehicle detection devices under the concrete on the east leg of this intersection has become

defective. A permanent repair, which requires construction on the section of roadway, cannot be performed until late spring. In the interim, the City is working with our traffic engineer and our on-call consultant on a temporary timing solution.

Kading Properties, LLC v. City of Indianola

The hearing in the case of Kading Properties, LLC v. City of Indianola, Iowa took place earlier today. This case was brought forth against the City following the denial of a proposed residential development from Kading Properties, LLC. Both sides presented arguments during the hearing. The Judge did not issue a decision at the conclusion of the hearing. The City's attorney estimates that, due to the backup of the Court system and COVID-19, a decision could take anywhere from one to several months to be issued.

Fine Arts Committee

The Indianola Fine Arts Committee held its first meeting on Thursday, January 14. The committee had been inactive with no appointed members for more than eight years. Committee members established a schedule and identified officers who will be appointed at its next meeting (January 28). Thank you to the residents who are serving on this committee.

Community Development Reports

Attached are the following reports provided by the Community Development Department:

- **Current Projects Update (PDF)**
- Of the 12 projects listed, two are awaiting a submittal from the developer, two are in review and eight have been approved and are in construction.
-
- **2021 Building Permits (PDF)**
- This week, one building permit was issued for a home valued at \$500,000. Three permits have been issued year to date and there are currently four building permits in review.
-
- **Code Enforcement (PDF)**
- There are currently 18 open code enforcement cases.
-

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

- **Anticipated Draft Agenda – February 1, 2021 (PDF)**
- **Anticipated Draft Agenda – February 16, 2021 (PDF)**

Jackie Raffety

From: Ryan Waller
Sent: Friday, January 22, 2021 4:37 PM
To: Ryan Waller
Subject: Waller's Weekly 1.22.2021

Good afternoon, all.

Happy Friday! Below, please find this week's update email. As always, if there are questions on these items or other city-related matters, please let me know.

Have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Ambulance Fees

A question was asked during the recent City Council meeting about the cost for ambulance services provided by our Fire Department and the amount reimbursed from Medicaid, Medicare and private insurance. The following table contains the current rates:

Service	City Cost	Medicaid	Medicare	Private Insurance
Basic Life Support	\$620.00	\$114.30	\$353.95	\$757.00
Advanced Life Support 1	\$735.00	\$127.01	\$420.31	\$940.49
Advanced Life Support 2	\$1,065.00	\$232.84	\$608.34	\$1,336.21

The costs and reimbursements included in the table do not include a mileage charge (\$13/mile). As you can see from the table, Medicaid and Medicare do not cover the cost for the City to provide these ambulance services. The GEMT agreement previously approved by the City Council will help close a portion of this funding gap, which is also filled by property taxes.

Study Session Presentations

Linked below are the two presentations reviewed during the City Council's Study Session on Tuesday, January 19. The first presentation is on the Streetscape Project and the second is on the status of the FY22 Budget. The recording from this meeting may be found on the City's YouTube page found [here](#). The first presentation begins around the 1:42 mark.

[Streetscape Update Presentation \(LINK\)](#)
[FY 22 Budget Update Presentation \(LINK\)](#)

Snow Removal Operations

The snow event from January 15 required 147 hours of labor, 22 tons of salt-sand mix (11 tons of salt and 11 tons of sand), 6 tons of straight salt, seven plow trucks, one road grader, one snowblower mounted on a front-end loader, and two pickup trucks. As a result of our crew's efforts, 440 lane miles of road were plowed and 152 truckloads of snow were hauled off/away from the Square and the public parking lots. Additionally, the City's Police Department impounded seven vehicles, issued forty tickets, and responded to three weather-related accidents.

COVID Expenses Reimbursement

The City received notice this week that FEMA will be reimbursing the City \$9,807.50 for several of our organization's COVID related expenses. Thank you to the outstanding work of our Departments for their diligence in tracking these expenses. Special recognition is due to our Finance Team for their preparation and organization in this matter. This is positive news!

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

This week, the final subdivision plat for Williams Terrace was approved by the City Council, and a Temporary Certificate of Occupancy (CO) was issued for the Peoples Bank Administration Building located on E Iowa Avenue. The Temporary CO was issued as there is still landscaping that needs to be completed, but current weather conditions do not allow installation. Of the 12 projects listed, two are awaiting a submittal from the developer, two are in review and eight have been approved and are in construction.

2021 Building Permits (PDF)

There are currently three building permit applications in review and six building permits that have been issued year to date.

Code Enforcement (PDF)

There are currently 18 open code enforcement cases (two code enforcement cases have been opened for the year).

Des Moines Home Builders Association (PDF)

The Des Moines Home Builders Association issued its December 2020 building permit report, which also serves as its year-end report. The Des Moines Metro area reported 443 more permits for dwellings, and 131 more permits for single-family dwellings, in December 2020 compared to 2019. The Des Moines Metro area also reported 365 more permits for dwellings, and 843 more permits for single-family dwellings, in 2020 compared to 2019. Indianola issued 10 more building permits for residential dwellings for the month of December 2020 compared to 2019 and issued 32 more permits for the year 2020 compared to 2019.

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

[Anticipated Draft Agenda – February 1, 2021 \(PDF\)](#)

[Anticipated Draft Agenda – February 16, 2021 \(PDF\)](#)