



CITY OF INDIANOLA COUNCIL MEETING

August 1, 2022

6:00 PM

City Council Chambers

110 N 1st Street

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
- 5. Consent Agenda:**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the prior council meetings
 - D. Resolution authorizing the purchase of a generator for the Quail Meadows 3 Lift Station.
 - E. Resolution approving a proposal for removal and disposal of sludge material from the Indianola Wastewater Treatment Facility.
 - F. Resolution approving a proposal from Jetco to perform fiber connectivity between the lift stations and the Water Resource Recovery Facility.
 - G. Resolution approving Change Order No 2, Payment Application No 8 and final acceptance and payment to Vanderpool Construction for the South Plant Lift Station Project.
 - H. Approval of the Civil Service Commission's list of applicants certified eligible for the position of career firefighter/paramedic.
 - I. Second consideration of an ordinance to rezone property adjacent to 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
 - J. Resolution accepting Public Improvements and Four-Year Maintenance Bonds for Sanitary Sewer, Storm Sewer, Water and Streets, accepting Easements, accepting street lots, and approving the Final Plat for Prairie Glynn Plat 3.
 - K. Resolution accepting Public Improvements and Four-Year Maintenance Bonds for Sanitary Sewer, Storm Sewer, Water and Streets, accepting Easements, accepting street lots, and approving the Final Plat for Quail Meadows Plat 4.

L. Resolution approving salaries.

6. Council Reports

- A. Warren County Economic Development Report - Council Member Hulen
- B. Greater Des Moines Convention & Visitors Bureau Report - Council Member Parker

7. Mayor's Report

8. Public Consideration

A. Old Business

- 1. Amendment Number 7 to the Hillcrest/Downtown Unified Urban Renewal Plan
 - a. Public hearing on a proposed Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa
 - b. Resolution adopting Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.
- 2. Resolution authorizing the Mayor to execute a Subaward Agreement Contract by and between the City of Indianola, Iowa and Warren County, Iowa.

B. New Business

- 1. WHO 13 RVTV - Indianola
 - a. Consideration of the approval of an event application from the City of Indianola and Indianola Downtown Merchants for the WHO 13 RVTV - Indianola Street Party on Friday, September 9 from 3 PM - 11 PM.
 - b. Resolution suspending enforcement of Indianola Code 45.02(2) regarding the use and consumption of alcoholic liquor, wine or beer upon certain public streets for RVTV.

9. Other Business

- A. City Manager's Report - Ben Reeves

10. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: August 1, 2022

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report - City 08012022

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACE HARDWARE				
ACE HARDWARE	COM DEV OFFICE REMODEL	07/14/2022	103.54	GENERAL FUND
ACE HARDWARE	COM DEV OFFICE REMODEL	07/20/2022	5.18	GENERAL FUND
Total ACE HARDWARE:			108.72	
AGRILAND FS INC				
AGRILAND FS INC	FIELD MARKING CHALK, FIELD DRY	07/12/2022	991.60	PARK & RECREATI
AGRILAND FS INC	ROUNDUP QUICK PRO, SEDGEHAMMER	07/18/2022	335.88	PARK & RECREATI
Total AGRILAND FS INC:			1,327.48	
AGSOURCE COOPERATIVE SERVICES				
AGSOURCE COOPERATIVE SE	POOL WATER TESTING - JULY 2022	07/19/2022	40.50	POOL (MEMORIAL)
Total AGSOURCE COOPERATIVE SERVICES:			40.50	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	DEBT SERVICE LEGAL SERVICE	07/21/2022	70.00	DEBT SERVICE FU
Total AHLERS & COONEY P.C.:			70.00	
ALLSUP, PAT				
ALLSUP, PAT	CELL BILL	07/15/2022	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	HDMI ADAPTER FOR EMILY'S COMPUTER	07/04/2022	69.05	GENERAL FUND
AMAZON CAPITAL SERVICES	COM DEV OFFICE SUPPLIES (EMILY)	07/17/2022	17.93	GENERAL FUND
AMAZON CAPITAL SERVICES	DOG PARK PASS LANYARDS	07/18/2022	27.99	PARK & RECREATI
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	07/18/2022	57.93	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			172.90	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	07/15/2022	951.71	PARK & RECREATI
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	07/15/2022	176.62	POOL (MEMORIAL)
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	07/22/2022	328.47	POOL (MEMORIAL)
Total ATLANTIC BOTTLING CO.:			1,456.80	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	CITY INVESTMENT SERVICES	07/11/2022	5,977.45	GENERAL FUND
Total BANKERS TRUST COMPANY:			5,977.45	
BEELINE + BLUE				
BEELINE + BLUE	DIRECTIONAL SIGNS FOR DOWNTOWN REC	07/21/2022	560.11	SQUARE STREETS
Total BEELINE + BLUE:			560.11	
BOLTON & MENK INC				
BOLTON & MENK INC	SQUARE RECONSTRUCTION ENGINEERING	06/30/2022	39,578.00	SQUARE STREETS
Total BOLTON & MENK INC:			39,578.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	07/12/2022	681.99	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			681.99	
BUHROW, LUKE				
BUHROW, LUKE	WELLNESS PROGRAM	07/13/2022	30.00	POLICE FUND
Total BUHROW, LUKE:			30.00	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	PREMIERE ROLL TOWELS, BETCO PINK LOT	07/21/2022	123.95	PARK & RECREATI
CENTRAL IOWA FASTENERS	TOILET PAPER, CAN LINERS	07/21/2022	193.84	PARK & RECREATI
CENTRAL IOWA FASTENERS	TOILET PAPER, CAN LINERS	07/21/2022	211.99	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			529.78	
CINTAS CORPORATION				
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	07/14/2022	56.73	SEWER FUND
Total CINTAS CORPORATION:			56.73	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	PLYWOOD FOR FORMS & SCREWS	07/18/2022	385.99	STORMWATER UTI
Total CIRCLE B CASHWAY:			385.99	
CIVIC SYSTEMS LLC				
CIVIC SYSTEMS LLC	WILSON - CIVIC CLASSES	07/15/2022	85.00	GENERAL FUND
CIVIC SYSTEMS LLC	CIVIC CLASSES - RAFFETY	07/25/2022	60.00	GENERAL FUND
CIVIC SYSTEMS LLC	CIVIC CLASSES - MOSHER	07/25/2022	45.00	GENERAL FUND
Total CIVIC SYSTEMS LLC:			190.00	
CIVICPLUS				
CIVICPLUS	WEBSITE ANNUAL RENEWAL	08/01/2022	6,435.48	GENERAL FUND
Total CIVICPLUS:			6,435.48	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	SHARPEN CHAINSAW CHAINS	07/18/2022	27.00	SEWER FUND
CNM OUTDOOR EQUIPMENT	TRIMMER LINE	07/19/2022	52.78	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	REPAIRS ON FS91R TRIMMER	07/25/2022	9.62	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			89.40	
CONFLUENCE INC.				
CONFLUENCE INC.	INDIANOLA ZONING CODE UPDATES PHAS	07/05/2022	3,664.20	GENERAL FUND
Total CONFLUENCE INC.:			3,664.20	
CONTINENTAL RESEARCH CORP				
CONTINENTAL RESEARCH CO	PUMICE HAND CLEANER	07/22/2022	232.24	PARK & RECREATI
Total CONTINENTAL RESEARCH CORP:			232.24	
CUMMINS SALES AND SERVICE				
CUMMINS SALES AND SERVICE	REPAIR 65/69 GENERATOR	07/14/2022	1,502.12	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CUMMINS SALES AND SERVICE:			1,502.12	
DEITCH, ROBERT				
DEITCH, ROBERT	TUNES AND TREATS PERFORMANCE	07/19/2022	250.00	PARK & RECREATI
Total DEITCH, ROBERT:			250.00	
DELL MARKETING L.P.				
DELL MARKETING L.P.	5 RUGGED LAPTOPS (POLICE)	07/18/2022	9,043.20	VEHICLE RESERV
Total DELL MARKETING L.P.:			9,043.20	
DLH GRAFX				
DLH GRAFX	T-SHIRTS - TENNIS CAMP	07/16/2022	181.51	PARK & RECREATI
DLH GRAFX	T-SHIRTS - BALLOON CAMP	07/22/2022	345.82	PARK & RECREATI
Total DLH GRAFX:			527.33	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	REPLACED VALVE STEM ON ENGINE 331	07/13/2022	89.95	FIRE FUND
Total DOWNEY TIRE PROS:			89.95	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER JULY CLEANING	07/15/2022	1,541.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			1,541.00	
EMBLEM ENTERPRISES INC				
EMBLEM ENTERPRISES INC	UNIFORMS - PATCHES	07/15/2022	250.89	POLICE FUND
Total EMBLEM ENTERPRISES INC:			250.89	
EXCEL LAWNS & LANDSCAPE LLC				
EXCEL LAWNS & LANDSCAPE L	MOW PARKS	07/13/2022	11,592.00	PARK & RECREATI
EXCEL LAWNS & LANDSCAPE L	MOW MAC	07/13/2022	678.00	POOL (MEMORIAL)
EXCEL LAWNS & LANDSCAPE L	MOW LIBRARY	07/13/2022	324.00	LIBRARY FUND
EXCEL LAWNS & LANDSCAPE L	MOWING AT NORTH PLANT	07/13/2022	1,362.00	SEWER FUND
EXCEL LAWNS & LANDSCAPE L	MOWING AT LIFT STATIONS	07/13/2022	873.00	SEWER FUND
Total EXCEL LAWNS & LANDSCAPE LLC:			14,829.00	
GRAINGER INC				
GRAINGER INC	FUSES FOR EQ RETURN VALVE	07/15/2022	71.32	SEWER FUND
Total GRAINGER INC:			71.32	
HAWKINS INC				
HAWKINS INC	POOL CHLORINE	07/08/2022	514.10	POOL (MEMORIAL)
HAWKINS INC	POOL SULFURIC ACID & CALCIUM CHLORID	07/08/2022	509.05	POOL (MEMORIAL)
Total HAWKINS INC:			1,023.15	
HR GREEN INC				
HR GREEN INC	WRRF CONST ENG	07/21/2022	40,706.43	WWTP FACILITY C
HR GREEN INC	ON CALL SERVICES	07/22/2022	2,550.05	SEWER CAPITAL P

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HR GREEN INC:			43,256.48	
HY-VEE				
HY-VEE	POOL CONCESSIONS	07/19/2022	10.00	POOL (MEMORIAL)
Total HY-VEE:			10.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	SEWER CREDIT CARD PROCESSING FEE J	07/19/2022	1,389.19	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CREDIT CARD PROCESSING F	07/19/2022	110.50	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	STORM WATER CREDIT CARD PROCESSIN	07/19/2022	78.93	STORMWATER UTI
Total INDIANOLA MUNICIPAL UTILITIES:			1,578.62	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES - FILE FOLDERS	07/20/2022	64.44	GENERAL FUND
Total INDOFF INCORPORATED:			64.44	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER CONTRACT	07/20/2022	3,352.61	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,352.61	
IOWA ONE CALL				
IOWA ONE CALL	WRRD LOCATES	07/19/2022	477.00	SEWER FUND
Total IOWA ONE CALL:			477.00	
JV TRUCKING LLC				
JV TRUCKING LLC	HAULING ROADSTONE	07/11/2022	550.00	ROAD USE TAX FU
Total JV TRUCKING LLC:			550.00	
K3 RECYCLING LLC				
K3 RECYCLING LLC	TV PICK UP SHORTAGE	06/30/2022	75.00	GENERAL FUND
Total K3 RECYCLING LLC:			75.00	
KELLER'S GARAGE				
KELLER'S GARAGE	MEDIC 248 REPLACED REAR BRAKES ON U	07/12/2022	1,067.60	AMBULANCE FUN
Total KELLER'S GARAGE:			1,067.60	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	07/18/2022	1,371.50	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,371.50	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	08/01/2022	4,250.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,250.00	
KLOCKE'S EMERGENCY VEHICLES				
KLOCKE'S EMERGENCY VEHIC	CREDIT FOR MEDIC 245 EQUIPMENT	07/12/2022	48.21-	AMBULANCE FUN
KLOCKE'S EMERGENCY VEHIC	MEDIC UNIT 245	06/27/2022	150.28	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total KLOCKE'S EMERGENCY VEHICLES:			102.07	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP TOOLS	07/08/2022	433.83	ROAD USE TAX FU
LAWSON PRODUCTS	PPE	07/11/2022	25.67	ROAD USE TAX FU
LAWSON PRODUCTS	PPE	07/12/2022	102.68	ROAD USE TAX FU
Total LAWSON PRODUCTS:			562.18	
LEIGHTRONIX				
LEIGHTRONIX	ANNUAL RENEWAL	07/06/2022	2,388.00	GENERAL FUND
Total LEIGHTRONIX:			2,388.00	
LENT, ANDREW				
LENT, ANDREW	MEAL METRO MGR MTG	07/21/2022	14.00	GENERAL FUND
LENT, ANDREW	MILEAGE METRO MGR MTG	07/21/2022	41.54	GENERAL FUND
LENT, ANDREW	WELLNESS JULY 2022	06/18/2022	25.00	GENERAL FUND
LENT, ANDREW	CELL PHONE JULY 2022	07/18/2022	50.00	GENERAL FUND
Total LENT, ANDREW:			130.54	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	SUPPLIES - DOWEL RODS	07/18/2022	2,608.26	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	RETURN SUPPLIES DOWLE RODS	07/19/2022	283.26	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			2,325.00	
MACQUEEN EQUIPMENT				
MACQUEEN EQUIPMENT	ADAPTOR FOR CLEANING PAVERS	07/13/2022	173.87	ROAD USE TAX FU
MACQUEEN EQUIPMENT	PARTS FOR #26 STREET SWEEPER	07/13/2022	204.05	ROAD USE TAX FU
MACQUEEN EQUIPMENT	HYDRO HOSE FOR JETTER	07/14/2022	406.93	SEWER FUND
MACQUEEN EQUIPMENT	PARRS FOR #26 STREET SWEEPER	07/18/2022	43.05	ROAD USE TAX FU
Total MACQUEEN EQUIPMENT:			827.90	
MADISON COUNTY HISTORICAL SOCIETY				
MADISON COUNTY HISTORICA	LUNCH SPEAKER	07/19/2022	100.00	PARK & RECREATI
Total MADISON COUNTY HISTORICAL SOCIETY:			100.00	
MARTIN MARIETTA MATERIALS				
MARTIN MARIETTA MATERIALS	CHIPS FOR PERMEABLE PAVERS	07/08/2022	132.11	ROAD USE TAX FU
Total MARTIN MARIETTA MATERIALS:			132.11	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	COM DEV OFFICE REMODEL	07/14/2022	63.17	GENERAL FUND
MCCOY HARDWARE INC	ZIP TIES	07/15/2022	17.98	PARK & RECREATI
MCCOY HARDWARE INC	PADLOCKS	07/19/2022	80.95	PARK & RECREATI
MCCOY HARDWARE INC	VEHICLE REPAIR	07/22/2022	18.89	POLICE FUND
MCCOY HARDWARE INC	DRILL BITS	07/25/2022	35.09	SEWER FUND
MCCOY HARDWARE INC	KEY	07/13/2022	2.06	POOL (MEMORIAL)
Total MCCOY HARDWARE INC:			218.14	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MENARDS				
MENARDS	SLOWPITCH MATS	07/21/2022	23.52	PARK & RECREATI
Total MENARDS:			23.52	
METCALF, BRAD				
METCALF, BRAD	WELLNESS PROGRAM	07/25/2022	16.66	POLICE FUND
Total METCALF, BRAD:			16.66	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING 65/69	07/14/2022	12.92	GENERAL FUND
MID AMERICAN ENERGY CO.	STREET LIGHTING	07/14/2022	159.68	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	07/19/2022	52.64	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	07/19/2022	37.15	SEWER FUND
MID AMERICAN ENERGY CO.	206 N 1ST STREET UTILITIES	07/20/2022	18.62	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	07/20/2022	21.70	PARK & RECREATI
MID AMERICAN ENERGY CO.	NATURAL GAS	07/20/2022	22.73	POLICE FUND
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	07/20/2022	64.97	SEWER FUND
MID AMERICAN ENERGY CO.	NATURAL GAS	07/20/2022	129.07	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			519.48	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	REPAIR OUTLET AT CAMPGROUND	07/20/2022	134.17	PARK & RECREATI
Total MILLER ELECTRICAL SERVICES:			134.17	
NAPA AUTO PARTS				
NAPA AUTO PARTS	MEDIC UNITS DEF 3 CONTAINERS	07/14/2022	74.97	AMBULANCE FUN
Total NAPA AUTO PARTS:			74.97	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	CONCRETE FOR REPAIRS	07/12/2022	1,524.25	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			1,524.25	
OVERHEAD DOOR COMPANY				
OVERHEAD DOOR COMPANY	REPLACE OVERHEAD DOOR SPRINGS REP	07/18/2022	2,923.75	FIRE FUND
OVERHEAD DOOR COMPANY	OVERHEAD DOOR OPENERS WITH SAFETY	07/19/2022	350.00	ROAD USE TAX FU
Total OVERHEAD DOOR COMPANY:			3,273.75	
PELLA PRINTING				
PELLA PRINTING	BUSINESS CARDS - MAYOR	07/15/2022	89.00	GENERAL FUND
Total PELLA PRINTING:			89.00	
PERFORMANCE FOOD SERVICE - TPC				
PERFORMANCE FOOD SERVIC	PICKARD CONCESSIONS	07/14/2022	1,593.05	PARK & RECREATI
PERFORMANCE FOOD SERVIC	POOL CONCESSIONS	07/15/2022	700.62	POOL (MEMORIAL)
PERFORMANCE FOOD SERVIC	POOL CONCESSIONS	07/19/2022	1,062.78	POOL (MEMORIAL)
Total PERFORMANCE FOOD SERVICE - TPC:			3,356.45	
PROSCREENING LLC				
PROSCREENING LLC	SCREENING PRE EMPLOYMENT - PESTER S	07/01/2022	34.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PROSCREENING LLC	SCREENING PRE EMPLOYMENT - POOL	07/01/2022	135.00	POOL (MEMORIAL)
PROSCREENING LLC	SCREENING PRE EMPLOYMENT - RIZVIC C	07/01/2022	79.00	GENERAL FUND
PROSCREENING LLC	SCREENING PRE EMPLOYMENT - PARKS A	07/01/2022	45.00	PARK & RECREATI
PROSCREENING LLC	SCREENING PRE EMPLOYMENT - HAYDEN	07/15/2022	79.00	LIBRARY FUND
Total PROSCREENING LLC:			372.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE REFILL	07/27/2022	500.00	GENERAL FUND
PURCHASE POWER	MAIL MACHINE	07/20/2022	555.83	GENERAL FUND
Total PURCHASE POWER:			1,055.83	
REDITECH				
REDITECH	MICROSOFT 365	08/01/2022	647.40	GENERAL FUND
REDITECH	MICROSOFT VISIO	08/01/2022	36.60	GENERAL FUND
REDITECH	COMPLETE SUPPORT	08/01/2022	5,015.00	GENERAL FUND
REDITECH	SUPPLEMENTAL SUPPORT	08/01/2022	4,200.00	GENERAL FUND
Total REDITECH:			9,899.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	ENGINE 331 VALVE WITH ACTUATOR SANDR	07/15/2022	942.52	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			942.52	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES - JULY	08/01/2022	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	TENNIS CAMP INSTRUCTION	06/15/2022	1,380.00	PARK & RECREATI
Total SIMPSON COLLEGE:			1,380.00	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	ALL CREATURES SMALL SWMP REVIEW	06/30/2022	652.50	GENERAL FUND
Total SNYDER & ASSOCIATES INC:			652.50	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	ASPHALT CHIPS	07/13/2022	16.28	ROAD USE TAX FU
Total STERNQUIST CONST. INC.:			16.28	
STRAND ASSOCIATES				
STRAND ASSOCIATES	TRAILVIEW PLAT 2 STORMWATER RVIEW	07/13/2022	401.50	GENERAL FUND
STRAND ASSOCIATES	MEDICAP SITE PLAN STORMWATER REVIE	07/13/2022	384.50	SQUARE STREETS
Total STRAND ASSOCIATES:			786.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ABATEMENT OF 907 S Y ST	07/11/2022	633.12	GENERAL FUND
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	07/24/2022	93.00	GENERAL FUND
T.R.M. DISPOSAL LLC	COM DEV EXTRA TRASH PICKUP	07/24/2022	35.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE BILL	07/24/2022	18.00	POLICE FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	07/24/2022	90.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total T.R.M. DISPOSAL LLC:			869.12	
THEISEN'S				
THEISEN'S	LIGHT BULBS FOR PLANT	07/12/2022	37.74	SEWER FUND
THEISEN'S	DIESEL DEF	07/14/2022	29.97	PARK & RECREATI
THEISEN'S	CORDLESS HAMMER DRILL, CORDLESS DR	07/14/2022	429.98	PARK & RECREATI
THEISEN'S	SHOP SUPPLIES	07/19/2022	10.47	ROAD USE TAX FU
THEISEN'S	LYNCH PINS FOR KUBOTA MOWER DECK	07/21/2022	2.29	PARK & RECREATI
THEISEN'S	SQUARE POINTED SHOVELS	07/22/2022	63.98	PARK & RECREATI
Total THEISEN'S:			574.43	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG COMM DEV	07/22/2022	18.75	GENERAL FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG STREETS	07/22/2022	18.75	ROAD USE TAX FU
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG POLICE	07/22/2022	18.75	POLICE FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG FIRE	07/22/2022	18.75	FIRE FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG LIBRARY	07/22/2022	18.75	LIBRARY FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG SEWER	07/22/2022	18.75	SEWER FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG CITY ADMIN	07/22/2022	18.75	GENERAL FUND
TRUENORTH COMPANIES LC	JULY 2022 SAFETY MTG P&R ADMIN	07/22/2022	18.75	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			150.00	
UNITED UNIFORM				
UNITED UNIFORM	BALLISTIC SHIELD	07/06/2022	3,008.94	POLICE FUND
Total UNITED UNIFORM:			3,008.94	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	SOUTH PLANT LIFT STATION #8	07/27/2022	22,914.00	SEWER CAPITAL P
VANDERPOOL CONSTRUCTION	SOUTH PLANT LIFT STATION RETAINAGE	07/27/2022	48,490.67	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			71,404.67	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	07/15/2022	1,756.63	VEHICLE RESERV
Total VERIZON WIRELESS:			1,756.63	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	07/06/2022	1,918.35	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREET	07/06/2022	1,829.85	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BLDG/ZONING	07/06/2022	227.75	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	07/06/2022	2,217.70	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	07/06/2022	1,648.17	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - VANS	07/06/2022	129.19	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - CANS	07/06/2022	199.57	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	07/06/2022	1,072.37	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	07/06/2022	4,654.17	POLICE FUND
Total WARREN COUNTY ENGINEER:			13,897.12	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	#2022-06125 ROTH ALLEY VACATION	06/30/2022	22.00	GENERAL FUND
WARREN COUNTY RECORDER	#22-06124 TAYLOR ALLEY VACATION	06/30/2022	22.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY RECORDER:			44.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	DISPATCH SERVICES	07/12/2022	39,800.00	POLICE FUND
WARREN COUNTY SHERIFF	PRISONER FEES	07/12/2022	1,980.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			41,780.00	
WHIP IT GOOD CATERING				
WHIP IT GOOD CATERING	ARTS FESTIVAL LUNCH FOR VENDORS	07/25/2022	260.00	GENERAL FUND
Total WHIP IT GOOD CATERING:			260.00	
Grand Totals:			311,549.54	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From:
Date: August 1, 2022
Subject: Approval of Minutes of the prior council meetings

Recommendation: Simple motion is in order.

Attachments:

1. 07182022 CC Minutes
2. 07212022 CC Special Meeting Minutes



CITY OF INDIANOLA COUNCIL MEETING

July 18, 2022

6:00 PM

City Council Chambers

110 N 1st St

Minutes

Call to Order

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

Public Comment

No Public Comments were offered.

Consent Agenda:

Council Member Hulen requested that agenda item 5B - Claims be pulled from the consent agenda. Council Member Richardson requested that items 5F – Disc Golf Tournament Concessions, 5G – Resolution approving Payment Application Number 3 in the amount of \$126,303.40 and Change Order Number 1 in the amount of \$2,886 from Absolute Concrete for the 2022 Infrastructure Improvement Project at West Boston Avenue. And 5H – Resolution approving Payment Application Number 12 in the amount of \$482,097.52 and Change Order Number 7 in the amount of \$19,387.26 from Absolute Concrete for the Square Reconstruction Project to be pulled from the consent agenda for further discussion.

Council Member Hulen moved to approve the consent agenda and Beach seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Beach and Richardson. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously. The consent agenda consisted of the following:

- Approval of agenda
- Approval of claims
- Resolution 2022-132 approving monthly transfers from July 2022.
- Approval of Minutes of the prior council meetings
- Approval of Payment Application Number 25 from Williams Brothers Construction in the amount of \$697,912.82 for the Water Resource Recovery Facility Project.
- Approval of a renewal liquor license for West Hill Brewing Company.
- Approval of a renewal liquor license for DanLee Corp.
- Approval of event application for the Mighty Maddy 5K on October 15, 2022.
- Resolution 2022-134 approving Payment Application Number 3 in the amount of \$126,303.40 and Change Order Number 1 in the amount of \$2,886 from Absolute Concrete for the 2022 Infrastructure Improvement Project at West Boston Avenue.

- Resolution 2022-135 approving Payment Application Number 12 in the amount of \$482,097.52 and Change Order Number 7 in the amount of \$19,387.26 from Absolute Concrete for the Square Reconstruction Project.
- Resolution 2022-136 approving an agreement with Terracon Consultants Inc. for geotechnical engineering services on Prairie Glynn - Plat 4.
- Resolution 2022-137 authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.
- Receive and file the Fiscal Year 24 budget calendar.
- Resolution 2022-138 approving salaries.

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

Council Member Dalby moved to approve 5F1 - Resolution 2022-133 suspending enforcement of Indianola Code 47.01(11) regarding the sale and consumption of alcohol in city parks for the Disc Gold Tournament at Pickard Park as requested by Hy-Vee, Inc, dba Hy-Vee Indianola DSM Disc Golf Tour. Parker seconded it. In discussion, Nate Fehl with Hy-Vee Inc and Doug Bylund Director of Parks & Recreation answered questions from Council Members regarding the event. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Council Member Beach moved to approve 5F2 Approval of a new liquor license for Hy-Vee, Inc, dba Hy-Vee Indianola DSM Disc Golf Tour and Dalby seconded it. On roll call, the vote was AYES: Beach, Richardson, Hulen, Parker, Dalby. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Council Member Hulen moved to approve 5G Resolution 2022-134 approving Payment Application Number 3 in the amount of \$126,303.40 and Change Order Number 1 in the amount of \$2,886 from Absolute Concrete for the 2022 Infrastructure Improvement Project at West Boston Avenue Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Beach, Richardson. NAYES: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to approve 5H Resolution 2022-135 approving Payment Application Number 12 in the amount of \$482,097.52 and Change Order Number 7 in the amount of \$19,387.26 from Absolute Concrete for the Square Reconstruction Project Beach seconded it. On roll call, the vote was AYES: Parker, Dalby, Beach, Richardson, Hulen. NAYES: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Council Reports

Parker moved to receive and file the June 2022 Treasurer's Report. Hulen seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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

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

Council Member Parker reported that due to a meeting schedule conflict he was unable to attend the Des Moines Convention & Visitor's Bureau meeting.

Council Member Richardson reported the Metro Area Advisory Committee discussed fireworks and heard a presentation from the City of Des Moines on phosphorus.

Hulen moved to approve the reappointment of Grant Darrah to the Indianola Public Arts Commission for a term beginning July 1, 2022 and ending July 1, 2025. Beach seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Beach, Richardson. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Beach moved to approve the appointment of Scott Duncan to the Hometown Pride Committee for a term beginning July 1, 2022 and ending July 1, 2023. Dalby seconded it. On roll call, the vote was AYES: Beach, Richardson, Hulen, Parker, Dalby. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Beach moved to approve the appointment of Melissa Sones to the Hometown Pride Committee for a term beginning July 1, 2022 and ending July 1, 2023. Dalby seconded it. On roll call, the vote was AYES: Beach, Richardson, Hulen, Parker, Dalby. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Mayor's Report

Mayor Erickson stated that City Manager Ben Reeves and Interim Police Chief Brian Sher attended the Governor's event on the use of fentanyl within communities around the metro. She also commented on upcoming events throughout Indianola.

Kylee Floodman with Bird Scooters joined the meeting via ZOOM to address concerns about the scooters. City staff will work on increasing communications to residents on Bird Scooters.

Old Business

Council Member Parker moved to open the Public Hearing on a request to rezone property adjacent to 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District). Beach seconded it. On roll call the vote was AYES: Hulen, Parker, Dalby, Beach, Richardson. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Community and Economic Development Director Charlie Dissell explained the rezoning request and recommended approval. No other public comments were offered.

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

Dalby moved to approve the first consideration of a request to rezone property adjacent to 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District). Parker seconded it. On roll call, the vote was AYES: Dalby, Beach,

Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-139 for Amendment Number 2 to the agreement with Snyder and Assoc. for the Hillcrest Avenue Reconstruction Project. Hulen seconded it. On roll call, the vote was AYES: Parker, Dalby, Beach, Richardson, Hulen. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-140 authorizing an amendment to the Federal Surface Transportation Grant (STBG) application to the Central Iowa Regional Transportation Planning Alliance (CIRTPA) for the Hillcrest Avenue Reconstruction Project. Hulen seconded it. Public Works Director Akhilesh Pal stated the amendment will maximize the amount of funds that can be borrowed for this project. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-141 approving an engagement letter with D.A. Davidson. Beach seconded it. Assistant City Manager / Chief Finance Officer Andrew Lent presented details for future infrastructure projects. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-142 approving a Major Site Plan Application for a General Manufacturing, Production and Industrial Services (Concrete Mixing & Setting) at 1700 North 14th Street (CemenTech). Dalby seconded it. Dissell stated that Cemen Tech would like to add two additional buildings to their property. They are also working to improve the existing fence along North 14th Street. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Richardson moved to approve Resolution 2022-143 approving a Plat of Survey for Nick Welter of Downing Construction for property located at 2105 North 3rd Lane. Parker seconded it. Dissell explained that Medicap Pharmacy would like to relocate to 2105 N 3rd Lane. The site plan will be presented at a later meeting. On roll call, the vote was AYES: Hulen, Parker, Dalby, Beach, Richardson. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to Resolution 2022-144 approving a Preliminary Plat for Trail View Plat 2. Dalby seconded it. Dissell presented Council with ideas of potential uses of the outlet included in this plat, as a park or trailhead. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

New Business

Parker moved to approve Resolution 2022-141 approving an engagement letter with D.A. Davidson. Beach seconded it. Assistant City Manager / Chief Finance Officer Andrew Lent presented Council on details for future infrastructure projects. On roll call, the vote was AYES:

Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-142 approving a Major Site Plan Application for a General Manufacturing, Production and Industrial Services (Concrete Mixing & Setting) at 1700 North 14th Street (CemenTech). Dalby seconded it. Dissell stated that Cemen Tech would like to add two additional buildings to their property. They are also working to improve the existing fence along North 14th Street. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Richardson moved to approve Resolution 2022-143 approving a Plat of Survey for Nick Welter of Downing Construction for property located at 2105 North 3rd Lane. Parker seconded it. Dissell explained that Medicap Pharmacy would like to relocate to 2105 N 3rd Lane. The site plan will be presented at a later meeting. On roll call, the vote was AYES: Hulen, Parker, Dalby, Beach, Richardson. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Parker moved to approve Resolution 2022-144 approving a Preliminary Plat for Trail View Plat 2. Dalby seconded it. Dissell presented Council with ideas of potential uses of the outlet included in this plat such as a park or trailhead. On roll call, the vote was AYES: Dalby, Beach, Richardson, Hulen, Parker. NAYS: None. ABSENT: Schroder. Whereas the Mayor declared the motion carried unanimously.

Other Business

City Manager Reeves reported several upcoming events throughout Indianola. The Fire Department is hiring four Career Firefighter/Paramedics. The Police Department is working on the next steps for the K9 unit project. Human Resources is working on the compensation study. North Howard Street between Salem and Ashland is set to be re-opened by July 21, 2022. Staff is working on scheduling special meetings between Council and other governing bodies.

Adjourn

The meeting was adjourned at 7:16 PM on a motion by Parker and seconded by Beach. Question was called for an on voice vote the Mayor declared the motion carried unanimously.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

July 21, 2022

4:00 PM

City Council Chambers
110 N 1st Street Minutes

Call to Order

The Indianola City Council met in special session at 4:00 PM on July 21, 2022 in the City Hall Council Chambers. Mayor Stephanie Erickson called the meeting to order and on roll call the following members were present: Heather Hulen (via Zoom), John Parker (via Zoom), Gwen Schroder, Steve Richardson and Mayor Erickson. Absent: Ron Dalby and Christina Beach.

New Business

Council Member Schroder moved to approve Resolution 2022-145 suspending the enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on city streets during the band concert on Salem Avenue on July 21, 2022. Council Member Richardson seconded it. On roll call, the vote was AYES: Hulen, Parker, Schroder, Richardson. NAYS: None. ABSENT: Dalby, Beach. Whereas the Mayor declared the motion carried unanimously.

Adjourn

The meeting was adjourned at 4:01 p.m. on a motion by Council Member Richardson and seconded by Schroder. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: August 1, 2022
Subject: Resolution authorizing the purchase of a generator for the Quail Meadows 3 Lift Station.

Introduction:

Background:

Discussion: The current generator at Quail Meadows 3 is a Kohler and fueled by LP. Same as the LP generator at Wesley which has already been approved to replace, LP tanks that are used at both generator locations are not allowed within the corporate limits of the City. I am recommending replacing it with an MTU diesel generator. Once this generator is replaced, all 8 generators will be diesel. The current lead time is 50 weeks from when it is approved for purchase. Later this year I will be sending out an RFP for the installation of the generator.

Budget Impact: The replacement of the Quail Meadows 3 lift station generator is part of my FY23 CIP budget. The remainder of the \$45,000 will be used for the installation of the generator.

Recommendation: Staff recommends the purchase of the MTU generator from Interstate Energy Systems for \$23,000.

Attachments:

1. Quote - Quail Meadows 3 LS - Cummins June 7th 2022
2. Quail Meadows MTU Rolls Royce Generator Quote by Interstate PowerSystems V1
3. Res 2022- authorizing purchase of generator

June 7, 2022

We are pleased to provide you this quotation based on your inquiry.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
GEN-1	C40D6, Diesel Genset, 60Hz, 40kW U.S. EPA, Stationary Emergency Application Duty Rating-Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing-UL 2200 Alternator-60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) - Voltage-120/208, 3 Phase, Wye, 4 Wire - Alternator Heater, 120 Volt AC - Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor PowerCommand1.1 Controller - Control Mounting-Right Facing - Gauge-Oil Pressure - Stop Switch-Emergency - Relays-Auxiliary, Qty 2, 25A-15V DC/10A-30V DC - Signals-Auxiliary, 8 Inputs/8 Outputs Load Connection-Single - Circuit Breaker, Location A, 150A, 3P, 600 Volts AC, UL Engine Governor-Electronic, Isochronous Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Engine Coolant-50% Antifreeze, 50% Water Mixture Coolant Heater – 120V Engine Oil Genset Warranty-2 Year Enclosure and Fuel Tank Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color-Sandstone, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Extension-Coolant Drain Extension-Oil Drain Larger Battery Rack Fuel Tank-Regional, Dual Wall, Subbase, 24 Hour Minimum High Fuel Level Alarm Panel High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Electronic Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Riser-Fuel Tank, 2 inch Switch-Fuel Tank, Rupture Basin Ship Loose-Tank Riser B	1
Parts	Generator Remote E-Stop	1
Service	Startup Assistance and System Commissioning - Starting Batteries	1
Service	Customer Training - 1 Trip	1
Freight	Freight to Jobsite - Offloading by Others	1

TOTAL: \$ 35,850.00

Quote value does not include any tax.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Michael Norquist, Outside Sales -Commercial
michael.norquist@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited

to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions of agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities

Project Name: Quail Meadows	Date: June 27, 2022
Specifications: 263213	Quotation: 312270447

This equipment proposal is presented to you by *Interstate Energy Systems*, a distributor for emergency power systems since 1957 that includes equipment sales, parts and a dedicated team of factory trained technicians.

We are pleased to offer the following new equipment for your project:

- 30kW MTU Diesel Generator: 208V, UL2200, Standby Rated
- John Deere Tier 3 Diesel Engine
- 130c Alternator w/ PMG/DVR
- Digital Control Panel, Annunciator Panel, Remote E-Stop
- -20F Coolant Heater, 10A Charger, Lead Acid Battery, Pad Heater
- QTY (1) 125 Amp Circuit Breaker: 100% Rated, LSI Trip
- Level 2 Reach-In Weatherproof Enclosure: Sound Rated at 72DB @ 23 Ft, RAL Grey
- 24 Hour Rated Sub-Base Tank: UL142, 140 Gallons, Normal Fill and Emergency Vents
Tank to be extended to meet requirement for fill spill bucket accessory
- Two Year Factory Warranty

Diesel Generator Package Price -----\$23,000

*Sales Tax Not Included

- *Proposal Includes Freight To Jobsite, Startup And Training*
- *Due To Current Supply Chain Issues Lead Times Are Estimated*
- *Current Generator Lead Time Is 50 Weeks From Release*
- *Approx. Generator Base Dimensions; 72" X 40"*
- *Pricing Is Valid For 30 Days From Quotation Date*

Clarifications and Exceptions

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. One way freight to job site or riggers yard included. Additional freight and/or storage will be billed accordingly.
3. Seller is not quoting unit installation and all extended piping and wiring beyond the genset system provided by others.
4. Fuel and fuel permits by others, fuel can be added at the time of startup at the current market rate.
5. Offloading of all equipment by others, offloading can be requested for additional cost at time of release.
6. Startup and testing performed after verified installation and termination of all main line conduits, control wiring and any communications interface the customer has requested. Please fill out startup request for found in the O&M shipped with the unit. Startup and testing will be performed per the bid documents or as per requested by the customer.
7. Unit training will be performed the same day as startup if feasible. If not it can be rescheduled at the owners discretion. Three days' notice required for request. Video tape sessions can be performed upon request at a slight charge.
8. Onsite testing and resistive load banking as per technical specifications, NETA testing, infrared testing, by others.
9. Sales tax and other fees or permits not included.
10. Quote is valid for 30 days unless confirmed otherwise.
11. Subject to the Term & Conditions provided herein or available at: <http://www.istate.com/about/terms-and-conditions>

After review of our T&C on the following page, please provide a PO or Signature to proceed with submittals.

As always if you have questions or concerns feel free to contact me at any time.

Rob McShane

Interstate Energy Systems
(402) 709-4972

TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. **WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.**

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate PowerSystems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

Print Name: _____

Title: _____

Signature: _____

Date: _____

City of Indianola
RESOLUTION NO 2022-

**RESOLUTION AUTHORIZING THE PURCHASE OF A GENERATOR
FOR THE QUAIL MEADOWS 3 LIFT STATION**

WHEREAS, a generator is an integral part of a lift station; and

WHEREAS, the generator at the Quail Meadows 3 Lift Station is fueled by a liquid propane tank; and

WHEREAS, liquid propane tanks do not conform with City codes and shall be replaced with a diesel generator; and

WHEREAS, the Fiscal Year 23 CIP budget includes replacement of the Quail Meadows 3 Lift Station generator; and

WHEREAS, due to the current lead time of 50 weeks, staff issued an RFP for the purchase of a generator and will issue an RFP for installation closer to the delivery date; and

WHEREAS, after a review of quotes, the Indianola Water Resource Recovery Department recommends awarding the purchase of a new generator to Interstate Energy Systems in the amount of \$23,000.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola hereby authorizes the purchase of a new generator from Interstate Energy Systems for \$23,000 and the Mayor or City Manager is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents required to purchase a generator for the Quail Meadows 3 Lift Station.

Approved this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: August 1, 2022
Subject: Resolution approving a proposal for removal and disposal of sludge material from the Indianola Wastewater Treatment Facility.

Introduction:

Background:

Discussion: Land application of the biosolids is typically done once a year. It was planned to switch over to the new wastewater plant in the spring of 2022 based on the contractual dates. The construction project is taking longer than expected and our storage tanks have reached capacity with no ability to move or transfer the sludge to the new wastewater plant. Because we are out of capacity in the sludge storage tanks, plant staff have had to recycle high strength decant back through the treatment plant. The resulting high-strength recycle has exceeded the wastewater treatment plants' capacity, which has resulted in high ammonia in the effluent, which violates the City's NPDES permit and poses a significant threat to water quality and public health.

I asked for competitive quotes from three contractors for hauling and land applying the sludge. Part of their quote I told them that they had to find the land to apply the sludge. Two of the three, Hodges Farms and Dredging and Synagro, were able to find ground to land apply. The third contractor, Ecosystems, was not able to secure land to apply the sludge.

Budget Impact: BioSolids Land Application is part of my annual Budget.

Recommendation: Staff recommends hiring Hodges Farms and Dredging to perform the Biosolids Land Application. If approved, they plan on starting the week of August 8th.

Attachments:

1. Itr-072622-Sludge Disposal-Emergency Status
2. Hodges Farms Quote 2022
3. Synagro Proposal
4. Ecosystems Bid Indianola WPCF 2022
5. Indianola Contract
6. Res 2022- approving sludge removal



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

Main 515.278.2913 + Fax 515.278.1846

▷ Hrgreen.com

July 26, 2022

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

Re: INDIANOLA NWWTF SLUDGE DISPOSAL – EMERGENCY STATUS

Dear City Council:

This letter is regarding the emergency work needed at the Indianola North Wastewater Treatment Facility (NWWTF) to remove sludge from the Sludge Storage Tank and dispose (i.e. land apply) due to the Sludge Storage Tank's capacity being exceeded.

Plant staff had planned on operations switching over to the new Water Resource Recovery Facility (WRRF) by Spring of 2022 based on contractual dates. But the construction project is taking longer than expected and the WRRF is not ready for operations, including sludge treatment and storage. Consequently, the NWWTF Sludge Storage Tank has reached capacity with no ability to move or transfer sludge to the WRRF.

Because the Sludge Storage Tank is out of capacity, plant staff have had to recycle high strength decant back through the NWWTF treatment trains. The resulting high strength recycle has exceeded the NWWTF's treatment capacity which has resulted in high ammonia in the effluent which violates the City's NPDES Permit and poses a significant threat to water quality and public health.

Section 384.103(2) of the Iowa Code allows for an "emergency" project to proceed without the delay of advertising and public letting. City staff did reach out and solicit quotes from three different sludge application companies. One of the companies is able to haul off and land apply the sludge in a timely fashion. We recommend that the City move forward with contracting with this land application company in order to promptly dispose of sludge from the Sludge Storage Tank.

If you have questions or need further assistance, please do not hesitate to contact me.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Ben Reeves, City Manager
Rick Graves, Wastewater Superintendent
Andy Lent, ACM & CFO
Jim Rasmussen, HR Green

Hodges Farms and Dredging

501 N West Street Lebo, KS 66856 • 620-343-0513 • jeff@hodgesfd.com • www.hodgesfd.com

July 8, 2022

Attn: Wastewater Treatment Facility
Rick Graves

Dear Rick,

We propose the following Sludge Removal Quote for the Wastewater Treatment Facility in Indianola, Iowa:

We will remove the Sludge from the Concrete Holding Tanks as requested. We will land apply the contents to nearby land that we will obtain. All work will be done according to IDNR 503 Regulations.

Sludge Removal Per Gallon Pricing & Land Application: \$0.13 Cents Per Gallon
Mobilization/Demobilization Pricing: \$17,500.00

This price also includes our labor and equipment costs (please see next page for a list of available equipment). Feel free to contact me with any questions at 620-343-0513.

Thank you,



Jeff Hodges/Owner/Operator
Hodges Farms and Dredging LLC.

Hodges Farms and Dredging

501 N West Street Lebo, KS 66856 • 620-343-0513 • jeff@hodgesfd.com • www.hodgesfd.com

Listed below is an overview of our company services and equipment.

- * Over 30 years of experience in sludge removal
- * Agriculture experience
- * Timely extraction
- * Sludge and soil sampling
- * Transporting and application of both liquid and cake biosolids

We have and operate the following equipment:

- 1- Nuhn Lagoon Crawler
- 1- 80' Long Reach Excavator
- 3- Dozer with 60' and 40' push pipe
- 1- Floating Dredge
- 7- Pump Tractors with 220hp or more
- 9- Four Wheel Drive Tractors with front assist, Flotation Tires 425hp
- 8- Self Loading Vac Tanks with Flotation Tires, grinder pumps, and injectors
7500 and 8500-gallon capacity
- 8- Eight Inch Load Outs (two are double)
- 4- Eight Inch Lagoon Pumps 52'
- 4- Eight Inch Booster Pumps
- 2- Industrial Air Compressors
- 30- 7500 Gallon Sealed Transport Tankers and Service Trucks
- 1- 100' Boom Truck
- 10- Semi Trucks
- 5- Cake Manure Spreaders
- 6- Loader Tractors
- 7- Skid Loaders
- 2- End Dump Semi Trailer
- 1- Telehandler
- 3- 6" Hydraulic Pump
- 2- 12 Inch Lagoon Pumps 58 ft
- + Other supporting equipment (hoses, fittings, etc.)

We have completed hundreds private and municipal projects in Kansas, Missouri, Arkansas, Oklahoma, Nebraska, and Iowa. All work has been done according to all City, State, and Federal regulations. Projects have consisted of both liquid and cake biosolids applications. We have executed many projects within time restraints for public and private projects. All employees are OSHA 10 Certified and have several OSHA Confined Space Training.

July 27, 2022

Rick Graves
Wastewater Superintendent
City of Indianola
110 N 1st Street
Indianola, IA 50125

RE: Remove, haul & land apply liquid biosolids from two tanks

Mr. Graves,

Synagro is pleased to submit this proposal for the removal, hauling and land application of liquid biosolids from two tanks. The pricing detailed herein provides for the biosolids removal and land application.

Pricing:

- Remove, haul and land apply liquid biosolids.....\$0.112 per gallon
 - Based on 1,000,000 gallons
 - Based on 2% to 5% solids
 - Based on hauling and land applying on farm fields within 25 miles (one way)
- Mobilization fee.....\$41,000.00 per event
 - Includes all mobilization & demobilization fees

Key elements of our proposal are detailed below:

- *Mobilization:* This proposal is based upon mobilization of equipment and manpower. Any stop in work that requires remobilization will be charged accordingly.
- *Transportation and Disposal:* Synagro will pump the biosolids, transport to fields and liquid land apply product.

- *Access:* Synagro anticipates the Owner will provide uninterrupted ingress to and egress from the worksite for the entire duration of the project during all operating hours as needed.
- *Weather Related Lost Time:* Any lost days due to freezing or unworkable conditions can push back the completion schedule. Synagro will not be accountable for lost time due to weather. In the event freezing conditions occur, additional charges will apply as needed.
- *Product & Permits:* City of Indianola agrees biosolids will meet land application regulations, provide all associated permits, complete appropriate paperwork as required.
- *Service:* Synagro must mobilize and provide service within 35 days or additional charges may apply.
- *Confined Space Entry:* Synagro will not enter tanks, confined space permits not required.
- *Prevailing Wage:* This proposal is not based upon current prevailing wage rates.

Our proposal is delivered in good faith, and we are prepared to enter a mutually acceptable contract. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion. Pricing is valid for 35 days and may vary until the final scope is determined and the contract is signed.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our services. Should you have any questions, please contact me at 224-242-0666.

Sincerely,

Will Walker

Will Walker
Regional Sales Manager
Synagro
Cell: 224-242-0666
Email: wwalker@synagro.com



Ecosystems, Inc.
12708 160th. Avenue
Ottumwa, Iowa 52501
Ph: (641) 682-7638

Ecosystems will pump, haul, and land apply Indianola's municipal sludge at \$600/truck load or approximately \$0.10/gallon for year 2022

Ecosystems is bidding a price of \$600/truck load or roughly \$.10/gallon for the job. This includes the mobilization and demobilization of equipment and pumping out of 4 tanks on site. This does not include entering or extensively cleaning them. Hauling, and land application (by injection) are included.

Jeffrey Klodt

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 1st day of August, 2022, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **HODGES FARMS AND DREDGING of LEBO, KANSAS** hereinafter referred to as "SERVICE PROVIDER" for the **LAND APPLICATION OF BIOSOLIDS, UP TO 1,000,000 GALLONS** at a cost of **\$147,500**,

WHEREAS, the CITY is in need of **LAND APPLICATION OF BIOSOLIDS**, hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

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

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

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

1. SERVICE PROVIDER shall indemnify and save harmless CITY, its agents, servants and employees from and against any claim, demand or cause of action arising out of negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out

of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or any of its officers, agents or employees.

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

2. SERVICE PROVIDER shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY. Minimum insurance coverage shall be required as set forth in Exhibit "C."

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

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

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

"CITY":

CITY OF INDIANOLA

By: _____
Stephanie Erickson, Mayor

Attest: _____
Jackie Raffety, City Clerk

"SERVICE PROVIDER":

By: Jeff Hodges

Name: Jeff Hodges

Title: Owner

CITY OF INDIANOLA, IOWA
RESOLUTION NO. 2022-

**RESOLUTION APPROVING A PROPOSAL FOR
REMOVAL AND DISPOSAL OF SLUDGE MATERIAL
FROM THE INDIANOLA WASTEWATER TREATMENT FACILITY**

WHEREAS, the City of Indianola wastewater treatment facility requires additional sludge removal and disposal for the current fiscal year, and

WHEREAS, the attached proposal has been received from Hodges Farms and Dredging for this purpose, and

WHEREAS, the removal and disposal of the sludge material at the current moment is an immediate need, and

WHEREAS, said proposal cost is estimated at \$0.13 cents per gallon and a mobilization/demobilization cost of \$17,500.00, for a total amount not to exceed \$147,500.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, that the attached proposal for wastewater sludge removal and disposal by Hodges Farms and Dredging is approved at a not to exceed cost of \$147,500.

BE IT FURTHER RESOLVED THAT since the current removal and disposal of the sludge material from the wastewater treatment facility is an immediate need, any additional cost beyond the estimated cost may be approved by the City Manager within spending authority as expressed in the City's purchasing policy.

Adopted this 1st day of August 2022.

Stephanie Erickson
Mayor

Attest:

Jackie Raffety
City Clerk



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: August 1, 2022
Subject: Resolution approving a proposal from Jetco to perform fiber connectivity between the lift stations and the Water Resource Recovery Facility.

Introduction: This project is needed to finish the upgrade for all the lift stations so they can communicate to WRRF

Background: Modifications to lift stations for communication with the WRRF were not included as part of the scope for construction of the new plant.

Discussion: Existing lift station controls and communications, including programming, were originally supplied and recently modified by Jetco. Existing lift stations communicate to the existing wastewater treatment plant SCADA system for monitoring, control, and alarm callout. Current communications utilize fiber optics and legacy serial media/protocol converters at each lift station and the wastewater plant. For communication to the new Wastewater Resource Recovery Facility SCADA system, communications need to be updated to Ethernet utilizing the fiber optic infrastructure. Recent updates have been completed at lift stations to accommodate the needed communication capabilities. Replacement of the media/protocol conversion equipment can only occur when a connection to the new facility's SCADA system is made.

Jetco is the selected Systems Integrator for WRRF and is supplying the control and SCADA work.

Proposed work:

For coordination of responsibilities and maintaining project warranties, Jetco has been selected to perform the work at existing lift stations to tie communications into the WRRF SCADA system. Work includes modifying panels to replace media/protocol converters, updating documentation, and programming updates as needed at lift stations. All proposed work has been coordinated with and reviewed by HR Green. Necessary equipment and programming at the WRRF will be addressed as part of the new facility construction project. Having both the work in the facility and at the lift stations being done by Jetco provides a single entity for necessary coordination/responsibility and ensures a smooth continuation of warranties.

Budget Impact: This project is part of the fiber extension to WRRF and will be paid out of the WRRF construction fund.

Recommendation: Staff recommends hiring Jetco to perform the communication tie in from the seven lift stations to WRRF.
Roll call is in order.

- Attachments:**
1. Q#7125C1 Indianola, IA Remote Lift Stations
 2. Res 2022- authorizing contract with Jetco

Friday, July 08, 2022

Q#7125C1

To: City of Indianola WPCF

Re: Indianola, IA Remote Lift Station Integration

Attn: Mr. Rick Graves

Per request Jetco proposes the following proposal for equipment and services.

Lift Stations:

Equipment:

- (7) N-tron 708FXE2-SC-40, Single Mode Fiber to Ethernet Converter
- (1) Spare N-tron 708FXE2-SC-40
- Miscellaneous Materials as required for installation of N-tron at each lift station and removal of any equipment associated with serial communications with existing treatment facility.

Services

- Update & Submit System drawings and BOM for each lift station
- Installation of N-tron equipment and removal of any equipment associated with serial communications with existing treatment facility.
- Updates to PLC and Panelview programming as necessary for direct fiber optic communications to new WPCF Facility.
- PLC programming to provide direct PLC to PLC communications from Morlock Lift Station to South Lift Station for existing high flow/level interlock
- Testing of all functionality with new WPCF VT SCADA System.
- (1) Day operator training of VT SCADA lift station interfaces.

Lift Station Total: \$ 52,460.00

EXCLUDES:

- All labor or materials for fiber optic cable system termination, testing, jumpers, attenuators, etc.
- State or local sales taxes
- Project bonding

****NOTE: Due to all manufacturers having global material shortages, supply chain and delivery issues. Equipment lead times are estimated at time of proposal and are subject to change at any time. These issues are beyond Jetco's control and Jetco shall not be held responsible for any project completion delays.*

Proposal Valid for 30 days. Any orders received after 30 days will be evaluated for manufacturer's price increases. Due to the global material shortages, supply chain and delivery issues manufacturer price increases have become much more frequent and can occur at any time.

Lead Times:

Submittals:

N-tron equipment: 1-2 weeks

System and Lift Station drawings: 8-10 weeks

Equipment Delivery: 6-8 weeks

Installation: Not scheduled until WPCF VT SCADA System is operations.

Sincerely,

A handwritten signature in black ink, reading 'John M. Whitacre'.

John M. Whitacre, President

City of Indianola
RESOLUTION NO 2022-

**RESOLUTION APPROVING A PROPOSAL FROM JETCO TO PERFORM FIBER CONNECTIVITY
BETWEEN THE LIFT STATIONS AND THE WATER RESOURCE RECOVERY FACILITY**

WHEREAS, the lift stations communicate with the existing wastewater treatment plant SCADA system for monitoring, control and alarm callout; and

WHEREAS, current communications utilize fiber optics and legacy serial media/protocol converters at each lift station and the wastewater plant; and

WHEREAS, communication between the lift stations and the Water Resource Recovery Facility ("WRRF") requires ethernet utilizing the fiber optic infrastructure; and

WHEREAS, recent updates have been completed at lift stations to accommodate the needed communication capabilities and replacement of the media/protocol conversion equipment can only occur when a connection to the new facility's SCADA system is made; and

WHEREAS, Jetco has proposed to perform the work at existing lift stations to tie communications into the WRRF Scada system in order to coordinate responsibilities and ensure a smooth continuation of warranties in an amount not to exceed \$52,460.00; and

WHEREAS, the WRRF construction budget includes upgrades to the communications between the lift stations and the Water Resource Recovery Facility.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola hereby authorizes Jetco to perform the communications tie-in from the seven lift stations to the Water Resource Recovery Facility in an amount not to exceed \$52,460.00 and the Mayor or City Manager is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents required to upgrade the connectivity between the lift stations and the Water Resource Recovery Facility.

Approved this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

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

Date: August 1, 2022

Subject: Resolution approving Change Order No 2, Payment Application No 8 and final acceptance and payment to Vanderpool Construction for the South Plant Lift Station Project.

Recommendation: Roll call is in order.

Attachments:

1. Res 2022-Completion South Plant Lift Station
2. Itr-072622-S.PlantLS_CO2_FinalAcc_PayApp8

City of Indianola
RESOLUTION NO. 2022-

**RESOLUTION APPROVING CHANGE ORDER NO 2, PAYMENT APPLICATION NO 8
AND FINAL ACCEPTANCE AND PAYMENT TO VANDERPOOL CONSTRUCTION FOR
THE SOUTH PLANT LIFT STATION PROJECT**

WHEREAS, on March 1, 2021, the City Council of the City of Indianola, Iowa authorized a contract with Vanderpool Construction (will be known as the "Contractor"), for the South Plant Lift Station Project (will be known as the "Project"); and

WHEREAS, the work has been completed on this project in compliance with the plans, specifications and contract documents; and

WHEREAS, the consultant engineer for this project, HR Green, has issued a completion statement for work completed by the contractor; and

WHEREAS, during the entire course of this project, certain changes to the project scope were required; and

WHEREAS, the changes resulted in a net increase to the contract price of \$3,813.40 resulting in a final contract price of \$969,813.40; and

WHEREAS, the contractor has requested for the final pay, Payment Application No 8 in the amount of \$22,914.00, and for the release of retainage, in the amount of \$48,490.67, after 30 days of acceptance of this project and if no claims have been filed; and

WHEREAS, the City Council now deems it appropriate to approve Change Order No 2 and Payment Application No 8 as attached.

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

Section 1. That it is hereby found and determined that the work of said project, been duly and completed by the contractor in accordance with the terms of the contract and the same is hereby accepted and approved.

Section 2. That Change Order No 2 to decrease the contract amount by \$2,275 is hereby approved.

Section 3. That it is hereby found and determined that the total cost of said project is in the amount of \$969,813.40.

Section 4. That Payment Application No 8 in the amount of \$22,914.00 shall be paid.

Section 5. That the retainage amount of \$48,490.67 shall be released to the Contractor, after 30 days of acceptance of this project if no claims have been filed.

Section 6. Staff is hereby authorized to sign the documents on behalf of the City of Indianola.

Section 7. That all resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

Passed and approved this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



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

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

July 26, 2022

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

Re: SOUTH PLANT LIFT STATION IMPROVEMENTS
Change Order No. 2
Final Acceptance
Contractor's Application for Payment No. 8

Dear Rick:

Attached is an electronic copy of Change Order (CO) #2, Final Acceptance, and Payment Application No. 8 from Vanderpool Construction Inc. for the South Plant Lift Station Improvements project.

Change Order (CO) #2 includes the reduction in cost for installation of pipe bollards and trench compaction testing. The total for CO #2 is a contract decrease of \$2,275.00.

The Statement of Final Completion and Owner's Acceptance of the Work (i.e. Final Acceptance) is issued per SUDAS Section 1090 paragraph 1.08, C - Acceptance and Final Payment, which confirms the work has been completed in substantial accordance to the contract documents. The Final Acceptance establishes the two (2) year maintenance period, sets the final contract amount, and sets the date at which retainage can be released.

Items included in Payment Application No. 8 include Site Electrical, Controls, Electrical Demolition, Silt Fence, Steel Landscape Edging, Valve Box, and the trench compaction deduct.

The total request for Payment Application No. 8 is \$22,914.00, or approximately 100% of the work completed minus retainage. Please do not release retainage until directed by engineer. We have reviewed and recommend full partial payment of Payment Application No. 8 as submitted by Vanderpool.

Please execute the change order, final acceptance and pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

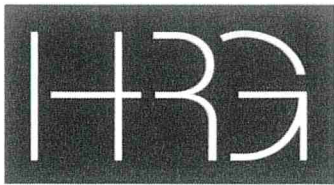
A handwritten signature in blue ink that reads 'Joseph Frankl'.

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, CFO & ACM
Ben Reeves, City Manager
File

Enclosures

J:\2020\201161\Construction\Payment\Pay_Estimates\#8\ltr-072622-S.PlantLS_Vanderpool_Pay_Request8.docx



HRGreen

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

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

CO No. 02

Change Order

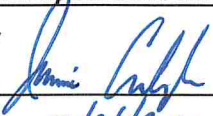
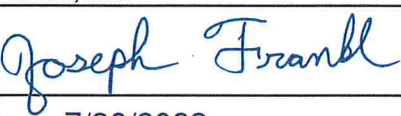
Distribution:		
Contractor	☒	Field ☐
Owner	☒	Other ☐
Engineer	☒	Other ☐

South Plant Lift Station Improvements Indianola, Iowa	Date Issued	July 26, 2022
	Project No.	201161
Vanderpool Construction 1100 N 14 th St. Indianola, IA 50125	Contract Date	3/11/2021
	Notice to Proceed Date	4/1/2021

This Change Order No. 2 includes items 1-2 as defined in the attached summary and attachments. The net change by this Change Order No. 2 includes a decrease in Contract Price of \$2,275.00.

	Contract Price	Final Completion
Original Contractual Limit	\$966,000.00	November 30, 2021
Net Change by previously-authorized Change Order(s)	\$6,088.40	0 days
The Contractual limit prior to this Change Order	\$972,088.40	November 30, 2021
The Contract will be adjusted by this Change Order in the amount of	(\$2,275.00)	0 days
The new Contractual limit including this Change Order will be	\$969,813.40	November 30, 2021

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

Contractor Vanderpool Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola, Iowa
By 	By 	By
Date: 7/26/2022	Date: 7/26/2022	Date:

Summary of Change Order No. 2 Items

Item 1 – Deduct for installation of pipe bollards. Pipe bollards on the east side of the Valve Vault and Wet Well were in conflict with electrical conduit and were not installed by the Contractor. The pipe bollard materials were delivered to the City to be used elsewhere, so the deduct cost only includes installation of the pipe bollards. The scope of change is reflected in Proposed Change Order CO3.

Total cost to project **\$ (1,400.00)**

Item 2 – Deduct for Trench Compaction Testing. A portion of the contract-required compaction testing along the gravity sewer and force main was not completed by the Contractor. This compaction testing was excluded from the contract because these areas are not underneath pavement or structures and the contract requires a 2-year maintenance bond to address any future settlement issues that may occur along the sewer trench.

Total cost to project **\$ (875.00)**

Total change in contract price for Change Order No. 2 \$(2,275.00)

Total change in contract time for Change Order No. 2 0 days



CHANGE ORDER

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

Number 3

TO City of Indianola

110 N. 1st Street

Indianola, IA 50125

DATE 3/18/2022	JOB NO. 21-003
JOB NAME/LOCATION: South Plant Lift Station - Indianola, IA	
ATTN: Joe Frankl	
CONTRACT NO.	CONTRACT DATE 3/11/2021

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

Deduct for elimination of the proposed pipe bollards per the contract documents. Steel pipe bollard material as bollard covers to be retained by the City of Indianola.

DATE	DESCRIPTION	QTY	UNITS	RATE	
	Deduct pipe bollards	-4	EA	350.00	\$ (1,400.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Change Order # (Subtract) \$ (1,400.00)

Acceptance will be assumed after five (5) days.

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

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

Subtract \$ (1,400.00)

DATE 3/18/2022	PREVIOUS CONTRACT AMOUNT \$ 972,088.40
SIGNATURE (Contractor) Jamie Crubaugh	REVISED CONTRACT TOTAL \$ 970,688.40

DATE Recommended

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

Signature

(General Contractor)

Date of acceptance

Signature

(Owner)

STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK

PROJECT: South Plant Lift Station Improvements

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

ENGINEER: HR Green, Inc., 5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131

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

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The two (2)-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of July 20, 2022, which is the date of Acceptance.
3. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The total cost of the Work as completed is: \$969,813.40

I recommend, under the provisions of the Contract documents, that the Work be accepted and that the final payment be made.

HR Green, Inc.

By Joseph Frankl
Joseph Frankl, P.E.

Date 7/26/2022

Accepted By Vanderpool Construction Inc.

By Jamie Crubaugh
Jamie Crubaugh

Date 7/26/2022

Accepted By City of Indianola

By _____
Stephanie Erickson, Mayor

Date _____

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 8
PERIOD TO: 7/20/2022

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

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** \$ 966,000.00
2. **Net Change by Change Orders** \$ 3,813.40
3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 969,813.40
4. **TOTAL COMPLETED AND STORED TO DATE** \$ 969,813.40

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 48,490.67
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 48,490.67

6. **TOTAL EARNED LESS RETAINAGE** \$ 921,322.73
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 898,408.73

8. **CURRENT PAYMENT DUE** \$ 22,914.00

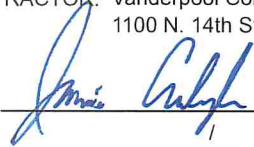
9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 48,490.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	6,088.40	-1,400.00
Total approved this Month	0.00	-875.00
TOTALS	6,088.40	-2,275.00
NET CHANGES by Change Order	3,813.40	

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

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

By: 

Date: 7/26/2022

State of:

County of:

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

Notary Public:

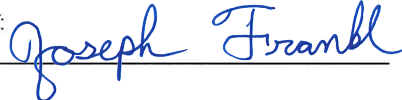
My Commission Expires :

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 \$ 22,914.00

(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: 7/26/2022

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 8
PERIOD TO: 7/20/2022

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
100	Access Road and Onsite Grading		.0000	38,000.00	100.000%	38,000.00	.000%	0.00	0.00	38,000.00	100.00	.00
200	Pump Station - Structures		.0000	190,000.00	100.000%	190,000.00	.000%	0.00	0.00	190,000.00	100.00	.00
202	Pump Station - Pumps		.0000	105,000.00	100.000%	105,000.00	.000%	0.00	0.00	105,000.00	100.00	.00
204	Pump Station - Piping, Valves, Etc.		.0000	50,000.00	100.000%	50,000.00	.000%	0.00	0.00	50,000.00	100.00	.00
210	Measurement Flume Manhole		.0000	21,000.00	100.000%	21,000.00	.000%	0.00	0.00	21,000.00	100.00	.00
220	Influent Manhole		.0000	14,000.00	100.000%	14,000.00	.000%	0.00	0.00	14,000.00	100.00	.00
230	EQ Return Manhole		.0000	6,200.00	100.000%	6,200.00	.000%	0.00	0.00	6,200.00	100.00	.00
240	Influent Gravity Sewer DIP 16	25.000	320.0000	8,000.00	25.000	8,000.00	.000	0.00	0.00	8,000.00	100.00	.00
250	Influent Gravity Sewer PVC 12	56.000	195.0000	10,920.00	56.000	10,920.00	.000	0.00	0.00	10,920.00	100.00	.00
260	EQ Return Gravity Sewer PVC 8	35.000	120.0000	4,200.00	35.000	4,200.00	.000	0.00	0.00	4,200.00	100.00	.00
270	Garage Drain Line PVC 4	57.000	55.0000	3,135.00	57.000	3,135.00	.000	0.00	0.00	3,135.00	100.00	.00
280	Sanitary Sewer Cleanout	1.000	700.0000	700.00	1.000	700.00	.000	0.00	0.00	700.00	100.00	.00
290	Forcemain PVC 10	125.000	175.0000	21,875.00	125.000	21,875.00	.000	0.00	0.00	21,875.00	100.00	.00
400	Site Electrical - Install		.0000	170,000.00	97.059%	165,000.00	2.941%	5,000.00	0.00	170,000.00	100.00	.00
402	Site Electrical - Controls		.0000	160,000.00	90.625%	145,000.00	9.375%	15,000.00	0.00	160,000.00	100.00	.00
404	Site Electrical - Demo		.0000	20,000.00	95.000%	19,000.00	5.000%	1,000.00	0.00	20,000.00	100.00	.00
410	Driveway PCC 7	67.000	75.0000	5,025.00	67.000	5,025.00	.000	0.00	0.00	5,025.00	100.00	.00
420	Sidewalk PCC 4	23.000	105.0000	2,415.00	23.000	2,415.00	.000	0.00	0.00	2,415.00	100.00	.00
430	Pipe Bollards	4.000	650.0000	2,600.00	4.000	2,600.00	.000	0.00	0.00	2,600.00	100.00	.00
440	Silt Fence	700.000	2.0000	1,400.00	.000	0.00	700.000	1,400.00	0.00	1,400.00	100.00	.00
450	Seeding Fertilizing and Mulching	1.000	4,600.0000	4,600.00	1.000	4,600.00	.000	0.00	0.00	4,600.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 8
PERIOD TO: 7/20/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
500	Handrail	109.000	100.0000	10,900.00	109.000	10,900.00	.000	0.00	0.00	10,900.00	100.00	.00
510	Modular Block Retaining Wall w/ Stairs	300.000	40.0000	12,000.00	300.000	12,000.00	.000	0.00	0.00	12,000.00	100.00	.00
520	Remove Fence and Install Gate		.0000	2,300.00	100.000%	2,300.00	.000%	0.00	0.00	2,300.00	100.00	.00
530	Remove and Reinstall Fence		.0000	800.00	100.000%	800.00	.000%	0.00	0.00	800.00	100.00	.00
540	Steel Landscape Edging	90.000	8.0000	720.00	.000	0.00	90.000	720.00	0.00	720.00	100.00	.00
550	Porous Backfill under Generator/Transformer	340.000	30.0000	10,200.00	340.000	10,200.00	.000	0.00	0.00	10,200.00	100.00	.00
560	Subdrain under Generator/Transformer	204.000	15.0000	3,060.00	204.000	3,060.00	.000	0.00	0.00	3,060.00	100.00	.00
570	River Rock around Transformer/Generator	54.000	75.0000	4,050.00	54.000	4,050.00	.000	0.00	0.00	4,050.00	100.00	.00
600	Pipe Plugs	10.000	550.0000	5,500.00	10.000	5,500.00	.000	0.00	0.00	5,500.00	100.00	.00
610	Demo Existing Flume Structure		.0000	13,000.00	100.000%	13,000.00	.000%	0.00	0.00	13,000.00	100.00	.00
620	Demo Existing Site Paving		.0000	2,600.00	100.000%	2,600.00	.000%	0.00	0.00	2,600.00	100.00	.00
630	Demo and Granular Fill Existing Wet Well		.0000	7,000.00	100.000%	7,000.00	.000%	0.00	0.00	7,000.00	100.00	.00
640	Demo and Granular Fill Existing Manholes	2.000	900.0000	1,800.00	2.000	1,800.00	.000	0.00	0.00	1,800.00	100.00	.00
650	Remove and Replace Valve Box	1.000	1,000.0000	1,000.00	.000	0.00	1.000	1,000.00	0.00	1,000.00	100.00	.00
900	Mobilization		.0000	44,000.00	100.000%	44,000.00	.000%	0.00	0.00	44,000.00	100.00	.00
910	Construction Staking		.0000	4,500.00	100.000%	4,500.00	.000%	0.00	0.00	4,500.00	100.00	.00
920	Compaction and Concrete Testing		.0000	3,500.00	75.000%	2,625.00	25.000%	875.00	0.00	3,500.00	100.00	.00
930	CO1 - Field Order 1 to Extend Influent Sanitary Sewer		.0000	3,220.00	100.000%	3,220.00	.000%	0.00	0.00	3,220.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 8
PERIOD TO: 7/20/2022

DISTRIBUTION
TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
940	CO2 - RFP1 to Replace Main Entrance Gate		.0000	2,868.40	100.000%	2,868.40	.000%	0.00	0.00	2,868.40	100.00	.00
950	CO3 - Deduct Pipe Bollards	-4.000	350.0000	-1,400.00	-4.000	-1,400.00	.000	0.00	0.00	-1,400.00	100.00	.00
960	CO4 - Deduct Compaction Testing		.0000	-875.00		0.00	100.000%	-875.00	0.00	-875.00	100.00	.00
REPORT TOTALS				<u>\$969,813.40</u>		<u>\$945,693.40</u>		<u>\$24,120.00</u>		<u>\$969,813.40</u>		
									<u>\$0.00</u>			<u>\$0.00</u>



MEMORANDUM

To: Mayor and City Council
From: Greg Chia, Fire Chief
Date: August 1, 2022
Subject: Approval of the Civil Service Commission's list of applicants certified eligible for the position of career firefighter/paramedic.

Introduction: The Fire Department has four openings for firefighter/paramedic.

Background: The Civil Service Commission met on July 14, 2022 for the purpose of conducting candidate interviews for the position of career firefighter/paramedic.

Discussion: The attachment is a list of applicants certified as eligible for the position of firefighter/paramedic. The list is valid from July 18, 2022 to November 15, 2022. Council approval is required before a job offer can be made.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: 1. Indianola Fire Department Civil Service Commission Candidate Ranking 07142022 Firefighter Paramedic

07/19/2022

Re: Firefighter/Paramedic Interviews

Fire Chief Greg Chia,

Pursuant to the Civil Service Commission's interviews on 7/14/2022, in accordance with Iowa Chapter 400.11, the Civil Service Commission has certified one (1) ranked list of four (4) candidates for potential appointment to the position of career Firefighter/Paramedic for the City of Indianola Fire Department. The following list shall be valid from July 18, 2022 to November 15, 2022.

<u>Candidate</u> <u>Interview Number</u>	<u>Candidate Name</u>	<u>Candidate Final</u> <u>Rank</u>
1	Grace Millage	3
2	Tanner Bishop	2
3	Mark Hutchinson	1
4	Joe Colby	4

Sincerely,

Jason Trotter, Commissioner
City of Indianola Civil Service Commission

CC Commissioner Stephen Stark
 Commissioner Elizabeth Miller



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 1, 2022

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

Introduction:

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

Discussion: On December 21, 2021, the property owner applied for the rezoning of 2110 Country Club Road. This application was presented to the City Council at its meeting on January 3, 2022, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration. Ultimately, this rezoning was approved by the City Council on March 7, 2022.

The applicant has now purchased an additional 0.57 acres east and south of 2110 Country Club Road for the purposes of increasing the size of the property. This property is wooded and sits north of the usable portion of the golf course. The proposed rezoning is being requested to facilitate the construction of a single-family dwelling at 2110 Country Club Road.

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

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

There is a 12" gravity sewer main on the west side of Country Club Road, and an 8" PVC water main on the east side of County Club Road, both of which can service this property. A notification sign was placed on this property and notification letters were sent out to property owners within 200' on June 2, 2022.

Budget Impact:

Recommendation: The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, as submitted.

Attachments:

1. 1- Staff Report_Rezoning
2. 2- Application for Rezoning
3. 3- 1836Survey
4. 2210 Country Club REZONING ORDINANCE



Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: June 14, 2022

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

Application Type: Rezoning

Applicant: Kevin Halterman

Property Owner: Indianola Country Club

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

Comprehensive Plan Designation: Parks and Recreation

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

AERIAL MAP



APPLICABLE CODE SECTIONS

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

165.02(5). AMENDMENTS

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

A. Request by Petition

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

B. City Council Referral

The owner of a property may submit a written request to the Zoning Administrator for their property to be rezoned. If the requested rezoning is not consistent with the adopted Comprehensive Plan, the property owner may further request the Comprehensive Plan be amended as part of the requested rezoning. The Zoning Administrator will then present this request to the City Council, who, at their discretion, may adopt a motion to

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

C. Zoning Commission Disapproval or Protest Petition

In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, or a protest is presented duly signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths ($\frac{3}{4}$) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established has been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one year shall have elapsed from the date of filing of the first petition.

D. Public Hearing Noticing

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

ANALYSIS

On December 21, 2021, the property owner applied for the rezoning of 2110 Country Club Road. This application was presented to the City Council at its meeting on January 3, 2022, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration. Ultimately, this rezoning was approved by the City Council on March 7, 2022.

The applicant has now purchased an additional 0.57 acres east and south of 2110 Country Club Road for the purposes of increasing the size of the property. This property is wooded and sits north of the usable portion of golf course. The proposed rezoning is being requested to facilitate the construction of a single-family dwelling at 2110 Country Club Road.

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

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

There is a 12" gravity sewer main on the west side of Country Club Road, and an 8" PVC water main on the east side of County Club Road, both of which can service this property. A notification sign was placed on this property and notification letters were sent out to property owners within 200' on June 2, 2022.

ALTERNATIVES

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

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

RECOMMENDATION

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

LAND USE CHANGE APPLICATION

Community Development

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



PROPERTY OWNER

(Last Name) Indianola Country Club
(First Name) _____
(Address) 1610 Country Club Rd
(City) Indianola (State) IA (Zip) 50125
(Phone) 515-961-5406 (Email) jason@indianolacountryclub.com

APPLICANT (if not Property Owner)

(Last Name) Halterman
(First Name) Kevin
(Address) 1109 Ann Parkway
(City) Indianola (State) IA (Zip) 50125

☐ COMPREHENSIVE PLAN AMENDMENT

Submittal Requirements:

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

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

☒ REZONING

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Property Address: 1610 Country Club Rd
- ☒ Filing Fee: \$250
- ☒ Current Zoning: A-1 Proposed Zoning: R-1
- ☒ Legal description (electronic in word format)
- ☒ All items as required by Section 165.02(5) of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

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

Signature

Kevin D. Halterman

Name (printed)

KEVIN D. HALTERMAN

Date

5.4.22

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

Date Received: _____

Receipt No: _____

Receipt Amount: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO THE R-1 SINGLE-FAMILY RESIDENTIAL DETACHED ZONING DISTRICT

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the A-1, Agricultural Zoning District to the R-1, Single-Family Residential Detached Zoning District for real property legally described as:

That part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa, described as follows;

Commencing at the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 19 minutes 43 seconds East, 70.00 feet along the West line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning; thence South 00 degrees 19 minutes 43 seconds East, 175.32 feet along said West line; thence North 58 degrees 02 minutes 11 seconds East, 232.55 feet; thence North 00 degrees 19 minutes 43 seconds West, 120.00 feet to the North line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 21 minutes 36 seconds West, 33.00 feet along said North line; thence South 00 degrees 19 minutes 43 seconds East, 70.01 feet; thence North 89 degrees 21 minutes 30 seconds West, 165.02 feet to the Point of Beginning, having an area of 0.57 Acres including 0.15 Acres of Road Easement.

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

Section 1: That the zoning is amended from the A-1, Agricultural Zoning District to the R-1, Single-Family Residential Detached Zoning District for real property legally described as

That part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa, described as follows;

Commencing at the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 19 minutes 43 seconds East, 70.00 feet along the West line of said Southwest Quarter of the Southeast Quarter to the Point of Beginning; thence South 00 degrees 19 minutes 43 seconds East, 175.32 feet along said West line; thence North 58 degrees 02 minutes 11 seconds East, 232.55 feet; thence North 00 degrees 19 minutes 43 seconds West, 120.00 feet to the North line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 21 minutes 36 seconds West, 33.00 feet along said North line; thence South 00 degrees 19 minutes 43 seconds East, 70.01 feet; thence North 89 degrees 21 minutes 30 seconds West, 165.02 feet to the Point of Beginning, having an area of 0.57 Acres including 0.15 Acres of Road Easement.

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

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

PASSED AND APPROVED this _____ day of _____ 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading:

Second reading:

Third reading:

Publication Date:



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 1, 2022

Subject: Resolution accepting Public Improvements and Four-Year Maintenance Bonds for Sanitary Sewer, Storm Sewer, Water and Streets, accepting Easements, accepting street lots, and approving the Final Plat for Prairie Glynn Plat 3.

Introduction:

Background: The request is for final plat approval of a 19-lot residential subdivision for single-family development. The preliminary plat of this subdivision was approved by the City Council on May 17, 2021 and included a total of 19 lots. The lots shown on the final plat match the preliminary plat that was approved. The plat includes an extension of East Girard Avenue to the east where it will terminate in a dead end, awaiting future development (Prairie Glynn Plat 4). Additionally, North 17th Street is being extended to the north where it will terminate at a "T" intersection with East Girard Avenue. Grading, utilities, and paving are completed for this subdivision. City staff inspected the improvements on June 1, 2022 and a punch list of items was sent to the developer on June 3. Maintenance bonds for the improvements have been received. Letters were mailed to property owners within 200 feet of this property on June 2, 2022.

Discussion: On June 1 and July 20, City staff inspected the improvements and provided the Developer with a punchlist of items that needed to be corrected prior to the City accepting the improvements. All major items on the punchlist have been completed and this was verified by City staff during the re-inspections. The engineer on this project for the developer, Brad Cooper, has submitted a letter stating that the construction is in substantial compliance with the approved construction plans and specifications. The letter is attached.

Staff is recommending that the City Council approve and accept the public improvements, including all streets, sanitary sewer, storm sewer and water infrastructure. The City Clerk is in receipt of four (4) year maintenance bonds for all street, sanitary sewer, storm sewer and water infrastructure that has been installed. Staff recommends the Council accept those maintenance bonds. This plat includes two street lots that will be dedicated to the City of Indianola for an extension to East Girard Avenue and North 17th Street. The plat also includes various easements for drainage and overland flowage, public utilities, storm sewers and sanitary sewer easements. Staff recommends the Council accept dedication of these street lots and easements.

Budget Impact:

Recommendation: The City of Indianola Planning and Zoning Commission recommends the final plat be approved, with conditions.

1. The City Council review the recommendation of approval after all punchlist items are resolved. (Partially Completed)
2. The City Council review the recommendation of approval after easement documentation for public utilities, sanitary sewer, storm sewer and overland flowage has been submitted. (Completed)
3. The City Council review the recommendation of approval after all attachments as required by Section 354.11 of the Iowa Code have been submitted. (Completed)

Attachments:

1. 1. Staff Report_PG3
2. 2- 20220525111450717
3. 3- CC2295 BASE-FP
4. 20220721111949316
5. PG 3 RESOLUTION



Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: June 14, 2022

Agenda Item: 7. B. Consider recommendation on request for approval of a Final Plat for Prairie Glynn Plat 3

Application Type: Final Subdivision Plat

Applicant: Diligent Prairie Glynn LLC

Zoning: R-2, Single-Family Residential Attached Zoning District

Comprehensive Plan Designation: Neighborhood Mixed Use and Community Mixed Use

Application Summary: Request for final plat approval of a 19-lot residential subdivision.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

170.06 FINAL PLATTING PROCEDURE.

1. A final plat shall be submitted within six (6) months of the approval of the preliminary plat, or such approval shall expire and the preliminary plat shall be resubmitted for approval prior to the preparation of a final plat.
2. Procedures for final plats shall be the same as set out for preliminary plats in Section 170.05 above.
3. Upon approval of the final plat, a certification of approval signed by the Mayor and attested by the Clerk shall be affixed to the original tracing of the final plat and copies of the same filed with the Clerk, County Auditor and County Recorder, along with such other certifications and instruments as may be required by law.
4. Final platting of townhome lots and as built surveys shall be completed and recorded prior to occupancy of the units.

170.10 FINAL PLAT REQUIREMENTS. The final plat shall meet the following specifications:

1. It may include all or only part of the preliminary plat.
2. The plat shall be drawn to the scale of fifty (50) feet to one (1) inch, provided that if the resulting drawing would be over thirty-six (36) inches in its shortest dimension, a scale of one hundred (100) feet to one (1) inch may be used. An electronic file is required to be filed prior to Planning and Zoning action with the Clerk.
3. The final plat shall contain the following:
 - A. Accurate boundary lines, with dimensions and angles, which provide a survey of the tract, closing with an error of not more than one (1) foot in three thousand (3,000) feet.
 - B. Accurate references to known or permanent monuments, giving the bearing and distance from some corner of a congressional division of the county of which the subdivision is a part.
 - C. Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
 - D. Accurate metes and bounds description of the boundary.

- E. Street names.
- F. Complete curve notes for all curves included in the plat.
- G. Street right-of-way lines with accurate dimensions in feet and hundredths of feet with angles to right-of-way lines and lot lines.
- H. Lot numbers and dimensions.
- I. Accurate locations and descriptions of easements for utilities and any limitations on such easements.
- J. Accurate dimensions for any property to be dedicated or reserved for public, semi-public or community use.
- K. Building lines and dimensions.
- L. The location, type, material and size of all monuments and markers.
- M. The name of the subdivision.
- N. The name and address of the owner and the subdivider.
- O. North point, scale and date.
- P. Certification by a registered land surveyor of the State of Iowa.
- Q. Certification of dedication of streets, easements and other public property.
- R. A resolution and certificate of approval by the Council for signatures of the Mayor and Clerk, stating that the plat, as described, has been acted upon and approved as required by Chapter 354, Code of Iowa, and that all dedications of streets easements and public lands have been accepted by the City.
- S. Location and dimensions of sidewalks to be installed prior to the occupancy of a developed lot.

ANALYSIS

The request is for final plat approval of a 19-lot residential subdivision for single-family development. The preliminary plat of this subdivision was approved by the City Council on May 17, 2021 and included a total of 19 lots. The lots shown on the final plat match the preliminary plat that was approved. The plat includes an extension of East Girard Avenue to the east where it will terminate in a dead end, awaiting future development. Additionally, North 17th Street is being extended to the north where it will terminate at a "T" intersection with East Girard Avenue. Grading, utilities, and paving are completed for this subdivision. City staff inspected the improvements on June 1, 2022 and a punch list of items was sent to the developer on June 3. Maintenance bonds for the improvements have been received. Letters were mailed to property owners within 200 feet of this property on June 2, 2022.

ALTERNATIVES

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

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

RECOMMENDATION

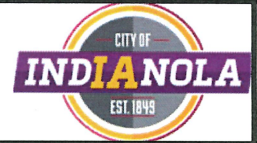
Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 2, recommending the final plat be approved with the following conditions:

1. The City Council review the recommendation of approval after all punchlist items are resolved.
2. The City Council review the recommendation of approval after easement documentation for public utilities, sanitary sewer, storm sewer and overland flowage has been submitted.
3. The City Council review the recommendation of approval after all attachments as required by Section 354.11 of the Iowa Code have been submitted.

LAND DIVISION APPLICATION

Community Development

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



PROPERTY OWNER

(Last Name) Diligent Prairie Glynn, LLC
(First Name) _____
(Address) 12119 Stratford Drive
(City) Clive (State) Iowa (Zip) 50325
(Phone) 515309070 (Email) tim@peoplescompany.com

APPLICANT (if not Property Owner)

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

☐ PLAT OF SURVEY

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: \$75 per request
- ☐ Proposed plat of survey (hard copy)
- ☐ Proposed plat of survey (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ Other Information as required by Director

☐ PRELIMINARY PLAT

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: \$250, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☐ Proposed preliminary plat (hard copy)
- ☐ Proposed preliminary plat (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ All items as required by Section 170.09 of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

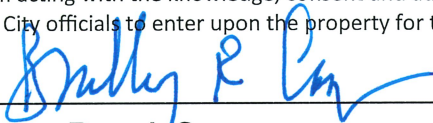
☒ FINAL PLAT

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Filing Fee: \$150, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☐ Proposed plat of survey (hard copy)
- ☐ Proposed plat of survey (electronic copy)
- ☒ Legal description (electronic in word format)
- ☒ All items as required by Section 170.10 of the Code of Ordinances of Indianola, Iowa
- ☒ Other Information as required by Director

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

Signature 

Name (printed) Brad Cooper

Date 5-25-22

FOR OFFICE USE ONLY: Code to 45685 (prelim & final)
Code to 45686 (plat of survey)

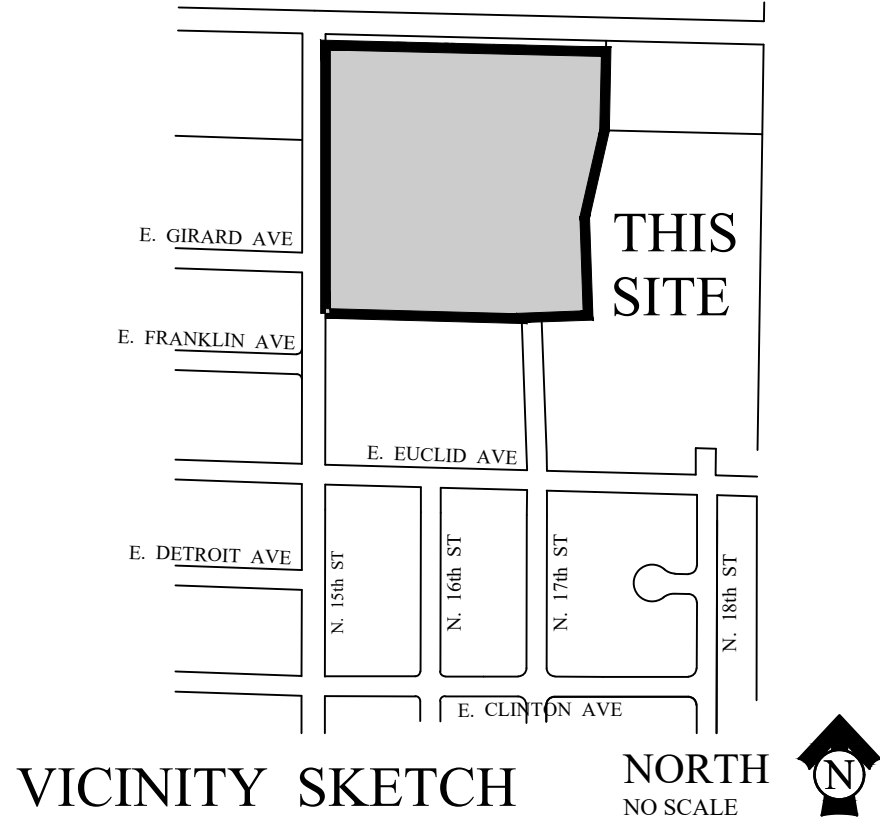
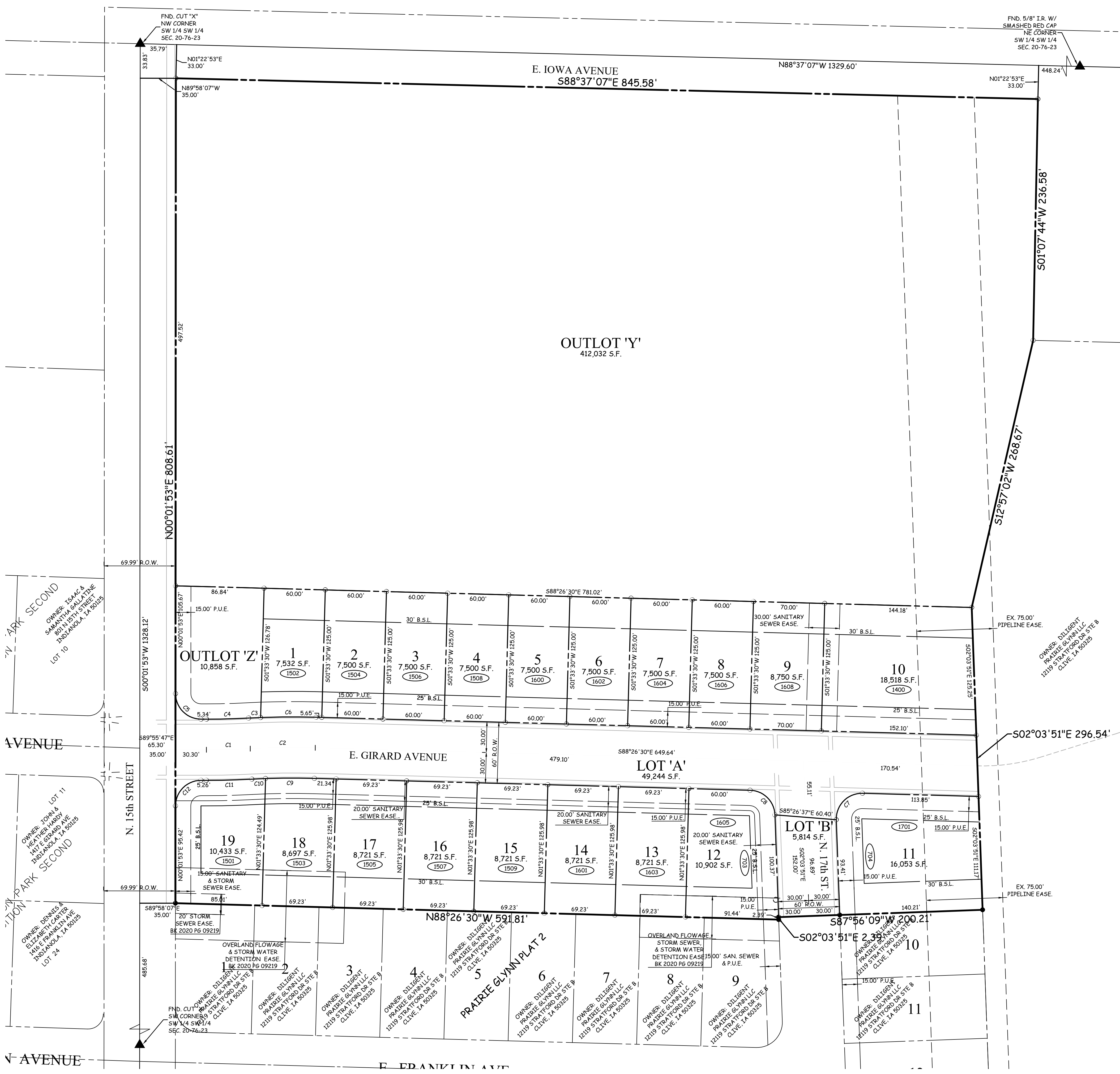
Date Received: _____

Receipt No: _____

Receipt Amount: _____

INDEX LEGEND

LOCATION: SW 1/4 W 1/4 SEC. 20-76-23
REQUESTOR: DILIGENT GLYNN LLC
PROPRIETOR: DILIGENT GLYNN LLC
SURVEYOR: KEVEN J. CRAWFORD
COMPANY: COOPER CRAWFORD & ASSOCIATES
475 S 50th ST., STE. 800,
WDM, IA 50023
RETURN TO: KEVEN J. CRAWFORD



NOTES

1. LOT A AND LOT B, TO BE DEDICATED TO THE CITY FOR USE AS PUBLIC STREETS AFTER PLAT APPROVAL AND IN CONJUNCTION WITH PLAT RECORDING.
2. INSTALLATION OF PUBLIC SIDEWALK TO OCCUR AT THE TIME OF INDIVIDUAL LOT DEVELOPMENT. SIDEWALKS ARE REQUIRED ON BOTH SIDES OF THE STREET. 8' PUBLIC TRAIL ALONG NORTH 15TH STREET ADJACENT TO LOT 19 AND OUTLOT 'Z' WILL BE IN INSTALLED WITH THE PUBLIC IMPROVEMENTS FOR THE SUBDIVISION. TRAIL ADJACENT TO OUTLOT 'Y' WILL BE INSTALLED AT THE TIME THAT PARCEL DEVELOPS.
3. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
4. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
5. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
6. BEARINGS BASED ON AN ASSUMED BEARING.
7. M.P.E.'S SHOWN ON THE PLAT ARE CERTIFIED BY BRAD COOPER, PROJECT ENGINEER.
8. UTILITY EASEMENTS SHALL CONVEY TO THE CITY, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT WITHIN THE AREAS SHOWN ON THE PLAT AND DESCRIBED IN THE EASEMENT, TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN ELECTRIC LINES CONSISTING OF POLES, WIRES, CABLES, CONDUITS, FIXTURES, ANCHORS AND OTHER SIMILAR EQUIPMENT, INCLUDING THE RIGHT TO TRIM OR REMOVE TREES WITHIN SUCH AREAS WHERE NECESSARY TO SECURE A CLEARANCE OF 4 FEET FROM THE WIRES OR POLES, TOGETHER WITH THE RIGHT TO EXTEND TO ANY TELEPHONE, TELEGRAPH, ELECTRIC OR POWER COMPANY. THE RIGHT TO USE SEPARATELY OR JOINTLY WITH THE CITY, THE AREAS INCLUDED IN THE EASEMENT FOR THE PURPOSES ABOVE ENUMERATED.

FINAL PLAT
PRAIRIE
GLYNN PLAT 3

OWNER / DEVELOPER

DILIGENT GLYNN LLC
12119 STRATFORD DR.
CLIVE, IA 50325
515-309-0705

ZONING

R3 - MIXED RESIDENTIAL

SETBACKS

FRONT YARD: 25'
REAR YARD: 30'
SIDE YARD: 16' TOTAL, 8' MIN.

UTILITIES

SANITARY SEWER - CITY OF INDIANOLA
WATER - INDIANOLA MUNICIPAL UTILITIES

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., THE CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE N00°01'53"E, 485.68 FEET ALONG THE WEST LINE OF SAID SECTION 20; THENCE S89°08'07"E, 35.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PRAIRIE GLYNN PLAT 1, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA; THENCE N00°01'35"E, 808.61 FEET ALONG THE EAST RIGHT OF WAY LINE OF NORTH 15TH STREET, AS ITS PRESENTLY ESTABLISHED, TO THE SOUTH RIGHT OF WAY LINE OF EAST IOWA AVENUE, AS ITS PRESENTLY ESTABLISHED; THENCE S88°37'07"E, 845.58 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S01°07'44"W, 236.58 FEET; THENCE S12°57'02"W, 268.67 FEET; THENCE S02°03'51"E, 296.54 FEET TO THE NORTHEAST CORNER OF SAID PRAIRIE GLYNN PLAT 2; THENCE S87°56'09"W, 200.21 FEET ALONG THE NORTH LINE OF SAID PLAT; THENCE S02°03'51"E, 2.39 FEET ALONG THE NORTH LINE OF SAID PLAT; THENCE N88°26'30"W, 591.81 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 15.035 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

- PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- 3333 ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

CERTIFICATIONS

KEVEN J. CRAWFORD
13156

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 5-24-2022
REVISIONS:

JOB NUMBER
CC 2295

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

FINAL PLAT
PRAIRIE GLYNN PLAT 3

SHEET 1 OF 1

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	003°04'43"	800.00	42.99	21.50	42.98	N88°31'52"E
C2	004°34'00"	800.00	63.76	31.90	63.75	N89°16'30"E
C3	000°48'43"	830.00	11.76	5.88	11.76	S87°23'51"W
C4	003°04'43"	770.00	41.37	20.69	41.37	S88°31'52"W
C5	089°57'40"	25.00	39.25	24.98	35.34	N44°56'57"W
C6	003°45'17"	830.00	54.39	27.21	54.38	S89°40'52"W
C7	093°37'21"	25.00	40.85	26.63	36.46	N44°44'49"E
C8	086°22'39"	25.00	37.69	23.47	34.22	S45°15'11"E
C9	003°33'57"	770.00	47.92	23.97	47.91	N89°46'32"E
C10	001°00'03"	770.00	13.45	6.73	13.45	N87°29'31"E
C11	003°04'43"	830.00	44.60	22.30	44.59	N88°31'52"E
C12	090°02'20"	25.00	39.29	25.02	35.37	N45°03'03"E



COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

July 21, 2022

City of Indianola
Community Development Department
110 North 1st Street
Indianola, Iowa 50125
Attn: Charlie Dissell

Re: Prairie Glynn Plat 3 Construction

Dear Charlie:

I am writing this letter to certify that I have reviewed the final construction of Prairie Glynn Plat 3 and that it has been constructed in substantial conformance with the approved construction plans.

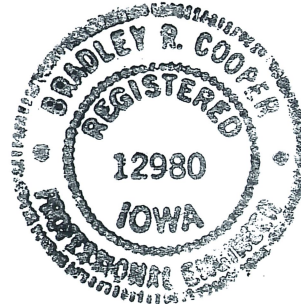
Please call with any questions.

Sincerely,

COOPER CRAWFORD & ASSOCIATES, LLC



Bradley R. Cooper, P.E.



RESOLUTION NO. 2022-_____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND FOUR-YEAR MAINTENANCE BONDS FOR SANITARY SEWER, STORM SEWER, WATER AND STREETS, ACCEPTING EASEMENTS, ACCEPTING STREET LOTS, AND APPROVING THE FINAL PLAT FOR PRAIRIE GLYNN PLAT 3

WHEREAS, a final plat for Prairie Glynn Plat 3 has been submitted to the City of Indianola; and,

WHEREAS, the City of Indianola has jurisdiction of such plats pursuant to the Subdivision Regulation Ordinance of Indianola, Iowa, located in Chapter 170, of the Code of Ordinances, Indianola, Iowa; and,

WHEREAS, the Indianola Planning and Zoning Commission has submitted a recommendation to the City Council which approves the plat; and,

WHEREAS, existing public utility easements, sanitary sewer and storm sewer overland flowage easements are maintained through this platting process, and

WHEREAS, pursuant to the Code of Ordinances, Indianola, Iowa, Section 170.05(5), the Council must pass a resolution approving or rejecting the final plat, and

WHEREAS, the Council finds that all the requirements of the Code of Ordinances, Indianola, Iowa, regarding subdivision regulations and the final plat for Prairie Glynn Plat 3 have been met.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council as follows:

1. All public improvements, including all streets, sanitary sewer, storm sewer and water infrastructure installed as part of the approved construction documents for Prairie Glynn Plat 3 are hereby approved and accepted.
2. All applicable maintenance bonds have been received and are hereby accepted.
3. All easements dedicated to the City of Indianola are hereby accepted.
4. Lots A and B for streets are hereby accepted.
5. The final plat for Prairie Glynn Plat 3 is hereby approved with the condition that the final minor issues on the punchlist are resolved before the plat and resolution are released for recording.

APPROVED this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 1, 2022

Subject: Resolution accepting Public Improvements and Four-Year Maintenance Bonds for Sanitary Sewer, Storm Sewer, Water and Streets, accepting Easements, accepting street lots, and approving the Final Plat for Quail Meadows Plat 4.

Introduction:

Background: The request is for final plat approval of an 18-lot residential subdivision for single-family development. The preliminary plat of this subdivision was approved by the City Council on November 18, 2019 and included a total of 53 lots. This is the 2nd of 3 phases, and the lots shown on the final plat match the preliminary plat that was approved. The first phase (Quail Meadows 3) was 21 lots. This plat includes an extension of North 8th Street to the north and west where it will terminate at a dead end, awaiting future development. Additionally, North 8th Court (a cul-de-sac) and North 7th Street, which will be stubbed in to the south, are being added. Grading and utilities are completed for this subdivision. However, paving is not complete. City staff has not inspected improvements to date, nor have any maintenance bonds for the improvements have been received. Letters were mailed to property owners within 200 feet of this property on June 2, 2022.

Discussion: On July 11 and July 25, City staff inspected the improvements and provided the Developer with a punchlist of items that needed to be corrected prior to the City accepting the improvements. All major items on the punchlist have been completed and this was verified by City staff during the re-inspections. The engineer on this project for the developer, Jon Hanson, has submitted a letter stating that the construction is in substantial compliance with the approved construction plans and specifications. The letter is attached.

Staff is recommending that the City Council approve and accept the public improvements, including all streets, sanitary sewer, storm sewer and water infrastructure. The City Clerk is in receipt of four (4) year maintenance bonds for all street, sanitary sewer, storm sewer and water infrastructure that has been installed. Staff recommends the Council accept those maintenance bonds. This plat includes four street lots that will be dedicated to the City of Indianola. The plat also includes various easements for drainage and overland flowage, public utilities, storm sewers and sanitary sewer easements. Staff recommends the Council accept dedication of these street lots and easements.

Budget Impact:

Recommendation: The City of Indianola Planning and Zoning Commission recommends the final plat be approved with the following conditions:

1. The City Council review the recommendation of approval after all improvements have been inspected and approved by staff, and all maintenance bonds have been secured. (partially complete)
2. The City Council review the recommendation of approval after easement documentation for public utilities, sanitary sewer, storm sewer and overland flowage has been submitted. (complete)
3. The City Council review the recommendation of approval after all attachments as required by Section 354.11 of the Iowa Code have been submitted. (complete)

Attachments:

1. 1. Staff Report_Quail Meadows 4
2. 2. QM4 land application Steger Const. Inc
3. 3. Ltr_FPsubmittal_03-18-2022
4. 4- QuailMeadowsPlat4_FinalPlat_2022-06-09
5. Certification of Completion_2022-08-01
6. QM 4 RESOLUTION



Community Development

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Staff Report

Planning and Zoning Commission

Date of Meeting: June 14, 2022

Agenda Item: 7. A. Consider recommendation on request for approval of a Final Plat for Quail Meadows Plat 4

Application Type: Final Subdivision Plat

Applicant: Phil Steger

Zoning: R-2, Single-Family Residential Attached Zoning District

Comprehensive Plan Designation: Medium/High Density Residential and Community Mixed Use

Application Summary: Request for final plat approval of a 18-lot residential subdivision.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

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3. Upon approval of the final plat, a certification of approval signed by the Mayor and attested by the Clerk shall be affixed to the original tracing of the final plat and copies of the same filed with the Clerk, County Auditor and County Recorder, along with such other certifications and instruments as may be required by law.
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3. The final plat shall contain the following:
 - A. Accurate boundary lines, with dimensions and angles, which provide a survey of the tract, closing with an error of not more than one (1) foot in three thousand (3,000) feet.
 - B. Accurate references to known or permanent monuments, giving the bearing and distance from some corner of a congressional division of the county of which the subdivision is a part.
 - C. Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
 - D. Accurate metes and bounds description of the boundary.

- E. Street names.
- F. Complete curve notes for all curves included in the plat.
- G. Street right-of-way lines with accurate dimensions in feet and hundredths of feet with angles to right-of-way lines and lot lines.
- H. Lot numbers and dimensions.
- I. Accurate locations and descriptions of easements for utilities and any limitations on such easements.
- J. Accurate dimensions for any property to be dedicated or reserved for public, semi-public or community use.
- K. Building lines and dimensions.
- L. The location, type, material and size of all monuments and markers.
- M. The name of the subdivision.
- N. The name and address of the owner and the subdivider.
- O. North point, scale and date.
- P. Certification by a registered land surveyor of the State of Iowa.
- Q. Certification of dedication of streets, easements and other public property.
- R. A resolution and certificate of approval by the Council for signatures of the Mayor and Clerk, stating that the plat, as described, has been acted upon and approved as required by Chapter 354, Code of Iowa, and that all dedications of streets easements and public lands have been accepted by the City.
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- 4) The City of Indianola Planning and Zoning Commission remands final plat, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 2, recommending the final plat be approved with the following conditions:

1. The City Council review the recommendation of approval after all improvements have been inspected and approved by staff, and all maintenance bonds have been secured.
2. The City Council review the recommendation of approval after easement documentation for public utilities, sanitary sewer, storm sewer and overland flowage has been submitted.
3. The City Council review the recommendation of approval after all attachments as required by Section 354.11 of the Iowa Code have been submitted.

LAND DIVISION APPLICATION

Community Development

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



PROPERTY OWNER

(Last Name) Steger
(First Name) Phil
(Address) 1425 Warrior Run Dr.
(City) Norwalk (State) IA (Zip) 50211
(Phone) 515-988-6027 (Email) psteger412@aol.com

APPLICANT (if not Property Owner)

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



PLAT OF SURVEY

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: \$75 per request
- ☐ Proposed plat of survey (hard copy)
- ☐ Proposed plat of survey (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ Other Information as required by Director



PRELIMINARY PLAT

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: \$250, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☐ Proposed preliminary plat (hard copy)
- ☐ Proposed preliminary plat (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ All items as required by Section 170.09 of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director



FINAL PLAT

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Filing Fee: \$150, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☒ Proposed plat of survey (hard copy)
- ☒ Proposed plat of survey (electronic copy)
- ☒ Legal description (electronic in word format)
- ☒ All items as required by Section 170.10 of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

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

Signature Phil J. Steger

Name (printed) Phil Steger

Date 3-20-22

FOR OFFICE USE ONLY: Code to 45685 (prelim & final)
Code to 45686 (plat of survey)

Date Received: _____

Receipt No: _____

Receipt Amount: _____

March 18, 2022

Charlie E. Dissell, AICP
City of Indianola
110 North First Street
Indianola, IA 50125

RE: QUAIL MEADOWS PLAT 4
FINAL PLAT SUBMITTAL
PROJECT NO. 121.0808.01

Dear Charlie:

On behalf of Steger Construction, Inc., please find accompanying the final plat document submittal for Quail Meadows Plat 4. Phil would like to get this final plat through the P&Z approval process while finishing up the plat improvements this Spring. We respectfully request the City's acceptance of these documents.

If additional questions or comments come forth on this project, please contact me at your convenience.
Thank you.

Sincerely,

SNYDER AND ASSOCIATES, INC.


Jon Hanson, P.E.

cc: Phil Steger, Steger Construction

CERTIFICATE OF COMPLETION

Quail Meadows Plat 4

Indianola, Iowa

August 1, 2022

This is to certify that the construction improvements on the **Quail Meadows Plat 4** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jon L. Hanson

15562

Iowa Reg. No.

SNYDER & ASSOCIATES

City of Indianola
RESOLUTION NO. 2022-_____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND FOUR-YEAR MAINTENANCE BONDS FOR SANITARY SEWER, STORM SEWER, WATER AND STREETS, ACCEPTING EASEMENTS, ACCEPTING STREET LOTS, AND APPROVING THE FINAL PLAT FOR QUAIL MEADOWS PLAT 4

WHEREAS, a final plat for Quail Meadows Plat 4 has been submitted to the City of Indianola; and,

WHEREAS, the City of Indianola has jurisdiction of such plats pursuant to the Subdivision Regulation Ordinance of Indianola, Iowa, located in Chapter 170, of the Code of Ordinances, Indianola, Iowa; and,

WHEREAS, the Indianola Planning and Zoning Commission has submitted a recommendation to the City Council which approves the plat; and,

WHEREAS, existing public utility easements, sanitary sewer and storm sewer overland flowage easements are maintained through this platting process, and

WHEREAS, pursuant to the Code of Ordinances, Indianola, Iowa, Section 170.05(5), the Council must pass a resolution approving or rejecting the final plat, and

WHEREAS, the Council finds that all the requirements of the Code of Ordinances, Indianola, Iowa, regarding subdivision regulations and the final plat for Quail Meadows Plat 4 have been met.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council as follows:

1. All public improvements, including all streets, sanitary sewer, storm sewer and water infrastructure installed as part of the approved construction documents for Quail Meadows Plat 4 are hereby approved and accepted.
2. All applicable maintenance bonds have been received and are hereby accepted.
3. All easements dedicated to the City of Indianola are hereby accepted.
4. Lots A, B, C and D for streets are hereby accepted.
5. The final plat for Quail Meadows Plat 4 is hereby approved with the condition that the final minor issues are resolved before the plat and resolution are released for recording.

APPROVED this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: August 1, 2022
Subject: Resolution approving salaries.

Recommendation:

Attachments: 1. Res 2022- approving salaries

City of Indianola
RESOLUTION NO 2022-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

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

Lindsay Kappelman, seasonal Crossing Guard, to \$21.91/hour, effective July 3, 2022; and

Alexander Ellis to part-time Library Assistant, CE-1, \$14.73/hour, effective July 18, 2022; and

Sandra Wadle, part-time Office Assistant, to R1-3, \$16.235/hour, effective July 31, 2022; and

Jill Burrell, full-time Firefighter/Paramedic, to FF1 \$66,092.90/year, effective August 14, 2022; and

Michael Chia, full-time Detective, to PO5 \$81,394.84/year, including \$250/year longevity, effective August 28, 2022; and

Zach Ewing, full-time Police Officer, to PO5, \$81,394.84/year, including \$250/year longevity, effective August 28, 2022; and

Mike Visser, full-time Code Enforcement Officer to CE6-2 \$54,547.82/year, effective August 28, 2022; and

Passed and approved this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: August 1, 2022
Subject: Amendment Number 7 to the Hillcrest/Downtown Unified Urban Renewal Plan

Introduction:

Background: As the Council is aware, the City is working with a property owner in the industrial park to expand infrastructure, including sewer, water and roads, for future development of a 60-acre site southwest of the intersection of East Hillcrest Avenue and 143rd Avenue. To help facilitate this project, the City proposes Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area. In summary, the proposed amendment does two things:

1. Updates the description of the type of stormwater infrastructure that will be installed as part of this project. Originally, the Urban Renewal Plan noted that the City planned to include regional detention ponds within the area. This amendment would continue to allow regional detention to be used, but would also allow for other types of stormwater infrastructure.
2. Adds the grading and paving and related infrastructure of an east/west road. Originally, only north/south roads were planned in this area.

A consultation meeting with the affected taxing jurisdictions (Warren County and the Indianola School District) was held on July 12 at 9 AM, and the minutes of that meeting are attached. It should be noted that at this time, the Council is only amending the Hillcrest/Downtown Unified Urban Renewal Plan. Formal action on any associated development agreement with the noted project will occur with separate action.

Discussion:

Budget Impact:

Recommendation:

- Attachments:**
1. Minutes_071222
 2. Amend No. 7 to Unified URP - Authorizing Resolution (02071782x7F7E1)



COMMUNITY DEVELOPMENT

MINUTES OF CONSULTATION MEETING

July 12, 2022

9:00 A.M.

Attendees:

- Charlie Dissell, City of Indianola Director of Community & Economic Development

A consultation meeting regarding the proposed Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan, required by Section 403.5(2) of the Code of Iowa, as amended, was held on July 12, 2022. The meeting was held in the South Conference Room of the Indianola City Hall, 110 North First Street, Indianola, Iowa, at 9:00 A.M. A notice of the consultation meeting was sent to the affected taxing entities, which are the Indianola School District and Warren County, Iowa, on July 6, 2022.

Charlie Dissell, Director of Community & Economic Development, serving as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2) of the Code of Iowa, opened the meeting.

As no representatives of the affected taxing entities were present and no recommendations were made with respect thereto, the meeting was adjourned at 9:15 AM.

Charlie E. Dissell, AICP
Director of Community & Economic Development



ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

August 1, 2022

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposed Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

August 1, 2022

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan, the Mayor first asked for the report of the Community and Economic Development Director, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Community and Economic Development Director, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of comments here,
or include summary of comments in meeting minutes }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 7 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 7 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN

WHEREAS, the City of Indianola, Iowa (the "City") adopted the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area by Resolution No. 11-94 on July 5, 1994, and subsequently amended the Hillcrest Urban Renewal Plan six times; and

WHEREAS, the City adopted the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area by Resolution No. 08-01 on September 4, 2001 and subsequently amended the Downtown Urban Renewal Plan two times; and

WHEREAS, the City adopted the Hillcrest/Downtown Unified Urban Renewal Plan (the "Unified Plan" or "Unified Urban Renewal Plan") for the Hillcrest/Downtown Unified Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, by Resolution No. 2015-44 on November 16, 2015, when the City unified the existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas; and

WHEREAS, the Unified Plan has subsequently been amended six times, lastly by Amendment No. 6 to the Unified Plan, adopted in 2021; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

HILLCREST ORIGINAL URBAN RENEWAL AREA

A part of the North ½ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North 1/4 corner of said Section 19, thence North 89° 06' West 6.15 feet, thence South 01° 36' 20" East 1323.7 feet to the Southwest corner of the NW 1/4 NE 1/4 of said Section 19; thence East 1552.0 feet to the West right-of-way line of the C.R. I. & P.R.R.; thence Northwesterly along a 3° 36' 36" curve with a central angle of 51° 58' a distance of 659.0 feet, thence North 21° 03' West 711.24 feet to the North line of said Section 19; thence West 1263.0 feet to the point of beginning, and being a part of the City of Indianola, Iowa. (Also known as a portion of Parcels K & L of the Replat of Hillcrest Industrial Park 1.)

HILLCREST AMENDMENT NO. 1 SUBAREA

Beginning at a point 269.5' North of the Southeast corner of the NW 1/4 of the SE 1/4 of Section 19-76-23 thence North along West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to East Corporate Limits; thence South along East Corporate Limits line within Section 20 a distance of 3,300', thence East along East Corporate Limits line 660' to East line of the NW 1/4 SW 1/4 of 20-76-23, thence South along corporate limits line to the center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N 00-05'-00" E) 269.5', thence West (N 00-08'-00" W) 165' to point of beginning. (Area includes Indianola Industrial Park Plats 1 & 2 and additional property.)

HILLCREST AMENDMENT NO. 2 SUBAREA

The East 808.65' of North 777.46' of the NE 1/4 of the NW 1/4 of Section 19, Township 76, Range 23, Indianola, Iowa. (Also known as a portion of Hillcrest Industrial Park Plat 2.)

HILLCREST AMENDMENT NO. 3 SUBAREA

All of the SW 1/4 SE 1/4 of Section 18-76-23, now known as Quail Meadows Subdivision, lying west of the east line of the former Railroad Right of Way including all adjacent Public Right of Way and Road Easements of record.

Beginning 555' South of the NW corner of Section 18-76-23 and running thence East 289'; thence South 170'; thence West 289'; thence North 170' to the P.O.B, and including all adjacent highway right-of-way of record.

All of the NE 1/4 NW 1/4 of Section 19-76-23 including all adjacent Public Right of Way and Road Easements of record except 18.54 acres in the NE Corner.

West 50' of the East 43 Acres in the N 1/2 of the NW 1/4 of Section 19-76-23.

Lots 1-7 of Hulen's Subdivision including all north and west adjacent Public Right of Way and Road Easements of record.

Lots 1-5 of Scenic Pointe Subdivision including all adjacent Public Right of Way and Road Easements of record.

Lots C, D, E, F, G, and H of Goodale Place within SE 1/4 SE 1/4 of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE 1/4 SE 1/4 of Section 12-76-24 described as follows: Beginning 294' West of SE Corner of said Section 12, thence West 156', thence North 170', thence

East 156', thence South 170' to Point of Beginning including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 450' West of the SE Corner of said Section 12, thence West 242', thence North 120', thence East 242', thence South 120' to the point of beginning including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, 4 and Parcel A of Lot 2 of Langfitt Subdivision Plat 2 including all adjacent Public Right of Way and Road Easements of record. Lot 2 was included in the Amendment No. 3 map but inadvertently omitted from the legal description.

Lots 1 & 2 of Langfitt Subdivision Plat 1 including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, and 4 of Bob Moore Subdivision including all adjacent Public Right of Way and Road Easements of record.

All of the West 229' of the North 96' of the South 242' of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

Lots 10-12 of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

All of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24 including all adjacent Public Right of Way and Road Easements of record except West 200' East 355.5' North 96' and except South 416' North 512' West 416' East 571.5'.

All Public Right of Way and Road Easements of record along the north boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 19-76-23, all Public Right of Way and Road Easements of record along the south boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the south and west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the west boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easements of record along the east boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easement of record along the west boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23, and all Public Right of Way and Road Easements of record along the west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7-76-24.

HILLCREST AMENDMENT NO. 4 SUBAREA

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying west of railroad right-of-way except the North 100' of 18-76-23:

AND

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the North 100' of 18-76-23:

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except U.S. Highway right-of-way of 18-76-23 (Area includes a portion of Summercrest Hills Plat 3):

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the U.S. Highway right-of-way and except the North 100' (Area includes Summercrest Hills Plat 1.)

AND

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 76, Section 23 (Area includes Summercrest Hills Plat 2 and a portion of Summercrest Hills Plat 3.)

AND

Parcel "J"

All that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 76 North, Range 24 West of the 5th P.M., Indianola, Warren County, Iowa being more accurately described as follows: Commencing at the Northeast corner of said Section 24, thence South 00 -00'-00" East along the East line of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 1330.90 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence North 88 -59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 85.01 feet to a point on the West Right of Way line of U.S. Highway 65-69, as it is presently established, said point being the POINT OF BEGINNING; thence continuing North 88-59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 159.59 feet to the Southeast corner of Lot 1, Brookwood, an Official Plat, Indianola, Warren County, Iowa; thence North 45 -00'-00" West along the East lines of Lots 1, 2 and 3 of said Brookwood, a distance of 352.76 feet to the Northeast corner of said Lot 3; thence North 88 -59'-20" West along the North line of said Lot 3 a distance of 80.00 feet to the Northwest corner of said Lot 3; thence North 01 -00'-40" East a distance of 130.00 feet; thence South 88 -59'-20" East a distance of 486.77 feet to a point on the West Right of Way line of said U.S. Highway 65- 69; thence South 00 -00'-00" East along the West Right of Way line of said U.S. Highway 65-69 a distance of 375.06 feet to the POINT OF BEGINNING. Said tract of land contains 3.055 acres more or less:

AND

The east 140 feet of Outlot 2 in Berry's Addition to Indianola, Iowa, except the East 30 feet thereof, and except the South 150 feet thereof, and except beginning 30 feet west of the northeast corner of said Outlot 2, thence South 86.4 feet, thence northwest 121 feet to a point of beginning, thence east 85 feet to point of beginning;

AND

The South 150 feet of the East 140 feet of Outlot 2, Berry's Addition to Indianola, Iowa, EXCEPT the East 30 feet thereof:

AND

Beginning at the Northeast corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet; thence South 83 feet; thence East 20 feet; thence South 75 feet; thence East to the East line of said Outlot No. 1; thence North 158 feet to the place of beginning.

AND

Commencing at the Northeast Corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet to the point of beginning, thence South 01 26'46" East 83.00 feet, thence South 90 00'00" East 20.00 feet, thence South 01 26'46" East 75 feet, thence South 90 00'00" West 38.30 feet, thence North 01 26'46" West 158 feet, thence North 90 00'00" East 18.31 feet to the point of beginning:

AND

The West 60 feet of the East 120 feet of the S ½ of Outlot 1 in Berry's Addition to Indianola, Iowa; NOW KNOWN as Lot 2 in Auditor's Sub-division of the East 420 feet of the S ½ of Outlot 1 in Berry's Addition to Indianola, Iowa.

The W ½ of the East 60 feet of the S ½ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W ½ of Lot 1, Auditors Subdivision of Outlot 1, Berry's Addition to the City of Indianola, Iowa.

Lot 3 in Auditor's Subdivision of the East 420 feet of the South one-half of Outlot 1 in Berry's Addition to Indianola, Iowa:

AND

All of Auditor's Outlot 111, except the North 30 feet thereof, in Indianola, Warren County, Iowa; and

AND

Parcel 1:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

AND

Beginning at a point 33 feet East of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence North 238.5 feet; thence East 208.5 feet; thence South 238.5 feet; thence West 208.5 feet to the Point of Beginning, EXCEPTING therefrom the South 30 feet thereof AND EXCEPTING therefrom the North 108.5 feet thereof.

Parcel 2:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

Beginning at a point 33 feet East and 238.5 feet North of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence East 208.5 feet; thence South 108.5 feet; thence West 208.5 feet; thence North 108.5 feet to the Point of Beginning.

Parcel 3:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

The South 210.0 feet of the West 158.93 feet of the following described parcel of land; Commencing at the lead plug in the pavement marking the West Quarter corner of said Section 19; thence South 1332.5 feet; thence South 87 25' East, 241.5 feet to the Point of Beginning; thence continuing South 87 25' East, 710.18 feet; thence North 392 feet; thence West 710.18 feet; thence South 392 feet to the Point of Beginning; EXCEPT the South 30 feet thereof. (The West line of said Section 19 is taken as due North in describing this parcel of land.):

Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 103 feet, thence East 208 ½ feet, thence South 103 feet, thence West 208 ½ feet to the place of beginning:

AND

The North 50 feet of the South Half (S ½) of the following described real estate: Beginning 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 76 North, Range 23 West of the 5th P.M. of Iowa, in Indianola, Iowa, thence North 306 feet, thence East 208 ½ feet, thence South 306 feet, thence West 208 ½ feet to the place of beginning:

AND

The N ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the NW ¼ SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Iowa, in Indianola, Iowa thence North 306 feet, thence East 208 ½ feet thence South 306 feet, thence West 208 ½ feet to the place of beginning.

AND

Lot 9 of Woodward's Subdivision in Indianola, Iowa (also described below).

AND

The Northwest ¼ of the Southwest ¼ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat 1 and except Parcel P and except parcel Q.

AND

Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23 except Sunset Terrace Plat 1 and except Hulen's Subdivision and except the east 110' of the North 250' of the Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW ¼ of the NW ¼ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as: Beginning at the West ¼ corner of said Section 19, thence S87°36'50"E along the South line of the SW ¼ of the NW ¼ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06°10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15°37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15°37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin.

Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an iron pin, thence S00 12'40"E a distance of 360.60' to an iron pin, thence S89 47'20"W a distance of 290.00' to an iron pin, thence N00 12'40"W a distance of 25.50' to an iron pin, thence S89 47'20"W a distance of 198.53' to an iron pin, thence S14 20'30"W a distance of 182.20' to an iron pin, thence S89 48'50"W a distance of 267.55' to an iron pin, said pin being the true point of beginning, containing 5.257 acres. SUBJECT to all easements, restrictions, encumbrances, and other matters, if any, of record:

AND

A lot 399 feet by 275 feet situated 530 feet north and 100 feet east of the west $\frac{1}{4}$ corner, Section 19, Township 76, Range 23, Warren County, Iowa, and locally known as 1508 North Jefferson, Indianola, Iowa.

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

Lots 1, 2, 3, 4, 5 and 6 of Orchard Plaza Replat

AND

Berry's Outlots 3 and 4 except the West 75' of the South 150' of Lot 4

AND

Parcels A and C of Berry's Outlot 5

AND

Lots 1, 4 and 5 and 12' alley adjoining West, Except the East 5.5', Block 25, College Addition

AND

All of Block 9 and alleys except the former Railroad R.O.W., All of Block 10 and alleys and former street R.O.W. between Blocks 9 and 10 and All of Block 12 and alleys except the West 5.5' of Windle's Addition

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Woodward's Subdivision

AND

All of the Wal-Mart Subdivision

AND

The area includes the full right-of-way of all streets forming the boundary.

AND

DOWNTOWN ORIGINAL URBAN RENEWAL AREA

Beginning at the intersection of Highway 65/69 and Highway 92, then North on Highway 65/69 to Franklin Avenue, then West to North 1st Street, then South on North 1st Street to East Detroit Avenue, then West on East Detroit Avenue to North Buxton Street, then South on North Buxton Street to Boston Avenue, then West on Boston Avenue to B Street, then South on B Street to Highway 92, then East on Highway 92 to the point of beginning.

The area includes the full right-of-way of all the streets forming the boundary.

DOWNTOWN AMENDMENT NO. 1 SUBAREA

All of Blocks 1, 2, 3, 4, & 8 of South Indianola Addition; all of Blocks 3 & 4 of Hayworths Addition; all of Blocks 3, 4, 9, 10, & 15 of East Indianola Addition; all of Parcel A and Parcel B of Auditors Outlot 93, and Parcel D, E, & F of former Railroad Right of Way west of Auditors Outlots 103, 104, & 106, and all of Auditors Outlots 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, and former Railroad Right of Way; all of Blocks 13, 14, & 15 Windles Addition; all of the public street Right of Ways of record adjacent thereof.

DOWNTOWN AMENDMENT NO. 2 SUBAREA

All of Block 24, Original Town Plat; all of Blocks 18 and 19, Jones and Windles Addition; All of Lots 15 and 16, Jones and Windles Outlots; All of North/South alley between Lots 15 and 16, Jones and Windles Outlots and Block 31, Cheshires Addition; All of Blocks 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Cheshires Addition; All of Block 4, Fairview Addition; All of Lots 4, 5 and 6, Block 3 and North/South alley between Lots 4, 5 and 6, Block 3, Fairview Addition; All of Lots 1 and 9, Van-El Addition; All of Auditor's Outlot 121; Lots 1 through 11 of Day's Outlots; All of Lot 122 of Auditor's Outlots; Lots 1, 2, 3 and 24 of Replat of Lots 45 through 52 of Kenwood Place; Lots 1, 2 and 3 of Kenwood Place; All of Parcel G in the NE ¼ of the SW ¼ of Section 26, Township 76 North, Range 24, Lots 5 and 6, Leonard Subdivision, Plat 2; Beginning at a point 2119.55' east and 559.0' south of the NW corner of the North ½ of the SW ¼ of Section 26, Township 76 North, Range 24, Thence South 300' to North right-of-way, Thence West 200',

thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; The West 150' of the NW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3, 4 and 5 of the Newsome Subdivision; The West 677.6' of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 76 North, Range 24; The East 150' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; The east 660' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24, The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 26, Township 76 North, Range 24; The West 430' of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 35, Township 76 North, Range 24 which lies within the corporate limits except for Deer Run Subdivision Plat 2; Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition; Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

The Unified Urban Renewal Area also includes the full boundary of any City-owned right-of-way within or adjacent to any Hillcrest Urban Renewal Subarea and any Downtown Urban Renewal Subarea as unified by the Hilcrest/Downtown Unified Urban Renewal Plan.

UNIFIED AMENDMENT NO. 1 SUBAREA

The following property was REMOVED from the Area by Unified Amendment No. 1:

Beginning at a point 269.5' North of the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19-76-23 thence North along the West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to the Northeast corner of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23 to the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence East along the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23, 660' to East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20-76-23, thence South along the East line of the of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N 00°-05'-00" E) 269.5', thence West (N 00°-08'-00" W) 165' to point of beginning. (area includes Indianola Industrial Park Plats 1 & 2 and additional property).

UNIFIED AMENDMENT NO. 2 SUBAREA

The South 50' of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The South 50' of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), lying East of the railroad right-of-way, of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The East Half of the North Three-quarters of the East Half (E $\frac{1}{2}$ N $\frac{3}{4}$ E $\frac{1}{2}$), lying East of the railroad right-of-way, of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, except the West 306.32 feet of Lots One and Two; Lot Three; Lot Four, except the North 38 feet thereof; and Lots Five, Six, Seven, Eight, Nine, Ten and Eleven of the Indianola Industrial Park Addition to the City of Indianola, Iowa; and except a tract beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), thence North 16 rods, thence East 10 rods, thence South 16 rods, thence West 10 rods to point of beginning; and except Lot Two on the Indianola Industrial Park Plat Two, an Official Plat in Indianola, Iowa; and except Tract "D" on the plat of survey prepared by Anderson-Bogert Engineers and Surveyors, Inc., and recorded at Irregular Plat Book 6, Page 14 of Indianola, with the Recorder of Warren County, Iowa; and except the South 11.92 acres of the West Half of the Southeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) lying East of the railroad right-of-way, except the East 30 feet thereof; and,

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six

(76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa (Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

The North 33' of the South Half of the Southwest Quarter (S ½ SW ¼) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa.

UNIFIED AMENDMENT NO. 3

No land added or removed.

UNIFIED AMENDMENT NO. 4 SUBAREA

(REMOVED the following property from the Urban Renewal Area)

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

UNIFIED AMENDMENT NO. 5 SUBAREA

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

AND

Parcel "D" as shown on the Plat of Survey, recorded November 21, 2016, in Book 2016 Page 10418 of the Warren County Recorder's Office, Iowa, and as more particularly described as:

Beginning at the Southwest Corner of LOT 1 in said LANGFITT SUBDIVISION PLAT NO.2; thence South 87°50'46" East along the South Line of said LOT 1, a distance of 590.00 feet to the Southeast Corner of said LOT 1 and the Southwest Corner of said LOT 2; thence North 00°01'10" East along the East Line of said LOT 1 and the West Line of said LOT 2, a distance of 476.32 feet ; thence North 89°40'27" East, a distance of 118.72 feet; thence South 01°12'59" East, a distance of 582.13 feet to a point on the South Line of the North 100 feet of the Southwest Quarter of said Section 18; thence North 87°50'46" West along the South Line of the North 100 feet of the Southwest Quarter of said Section 18, a distance of 721.49 feet to a point on the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69; thence North 00°05'43" East along the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69, a distance of 100.06 feet to the Point of Beginning, containing 3.02 Acres, subject to all easements, covenants and restrictions.

AND

Lot 1 in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

Lot A in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

The North 100' of the Northeast Quarter of the Southwest Quarter, except for the DeYarman Park Minor Subdivision, of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa

AND

The North 100' of the Northwest Quarter of the Southeast Quarter of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, lying west of the Railroad Right-of-way

UNIFIED AMENDMENT NO.6

No land added or removed.

WHEREAS, a proposed Amendment No. 7 to the Plan ("Amendment No. 7" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of a previously approved urban renewal project and to add to the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 7 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on July 5, 2022, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 7 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 7 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Community and Economic Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 7 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Indianola Record Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 7, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 7 concerning the area of the City of Indianola, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 7 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan of the City of Indianola, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan for the City of Indianola, State of Iowa"; Amendment No. 7, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 7 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 7 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 7 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Warren County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 7, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 1st day of August, 2022.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

AMENDMENT NO. 7

TO

**HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

Hillcrest Urban Renewal Area – 1994
Amendments #1 – #6
(#1 – 1998, #2 – 2001, #3 – 2005, #4 – 2009, #5 – 2010, #6 – 2015)

Downtown Urban Renewal Area – 2001
Amendment #1 – 2005
Amendment #2 – 2007

Unified Urban Renewal Plan 2015
Amendment No. 1 – 2019
Amendment No. 2 - 2019
Amendment No. 3 - 2020
Amendment No. 4 – 2021
Amendment No. 5 - 2021
Amendment No. 6 – 2021
Amendment No. 7 - 2022

**AMENDMENT NO. 7
TO THE
HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN
CITY OF INDIANOLA, IOWA**

The Hillcrest/Downtown Unified Urban Renewal Plan (the “Plan” or “Unified Plan”) for the Hillcrest/Downtown Unified Urban Renewal Area (the “Area” or “Urban Renewal Area”) was adopted in 2015 when the City of Indianola (the “City”) unified the City’s existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas. The Unified Plan has been amended twice in 2019, once in 2020, and three times in 2021.

The City is further amending the Unified Plan with the adoption of this Amendment No. 7 (“Amendment No. 7” or “Amendment”) to update the description of a previously approved urban renewal project and to add to the list of proposed projects to be undertaken within the Urban Renewal Area. This Amendment makes no change to the boundaries of the Urban Renewal Area.

Except as modified by this Amendment No. 7, the provisions of the Unified Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 7 shall control. Any subsections not mentioned in this Amendment No. 7 shall continue to apply to the Unified Plan, as previously amended.

DEPICTION OF THE URBAN RENEWAL AREA

Although this Amendment does not alter the boundaries of the Area, for the convenience of the reader, a map of the Urban Renewal Area, as amended, is attached as Exhibit A.

AREA DESIGNATION

The Urban Renewal Area, as amended, continues to be an economic development (commercial and industrial development) area. This Amendment makes no change to the designation.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in the Elevate Indianola comprehensive plan, adopted by the City on May 18, 2020. The goals and objectives of the Plan, as previously amended, and the projects outlined in this Amendment, are in conformity with the Elevate Indianola comprehensive plan.

The Unified Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, if any, is set forth in the Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECT

Numerous projects were previously approved for the Urban Renewal Area and are continuing. Except as noted below, this Amendment does not alter the previously described projects. With the adoption of this Amendment No. 7, the City is updating the description of the following urban renewal project, which was originally approved in Amendment No. 2 to the Plan.

Current Description

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to Be Reimbursed by Tax Increment Financing Not to Exceed	Rationale
Regional Detention Ponds in Unified Amendment No. 2 Subarea	2020-2030	\$600,000	The City requires stormwater mitigation/management for every development. Creating regional detention basins that each development can tie into may reduce development costs and incentivize commercial/industrial development in the Area

Updated Description

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to Be Reimbursed by Tax Increment Financing Not to Exceed	Rationale
Stormwater infrastructure in Unified Amendment No. 2 Subarea	2022-2030	\$600,000	This project will help provide stormwater infrastructure to the Area, which will enable commercial/industrial development to occur in the Area

ELIGIBLE URBAN RENEWAL PROJECTS
(Amendment No. 7)

Although certain project activities may occur over a period of years, in addition to the projects previously approved in the Unified Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Public Improvements:

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to Be Reimbursed by Tax Increment Financing Not to Exceed	Rationale
Construction of 650 feet of Orchard Place street and related infrastructure.	2022-2025	\$1,500,000	Provide necessary infrastructure for commercial/industrial traffic in the Area
Total		Not to Exceed \$1,500,000	

2. Future Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$1,000,000.

3. Fees and Costs

Project	Date	Estimated cost
Fees and costs for planning, engineering (for urban renewal plans), legal work, and other related costs to support urban renewal projects and planning	Undetermined	\$50,000

FINANCIAL DATA

1.	July 1, 2022 constitutional debt limit:	\$53,320,144
2.	Current outstanding general obligation debt:	\$33,161,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Eligible Urban Renewal Projects (Amendment No. 7) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 7 are estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Eligible Urban Renewal Projects (Amendment No. 7) as described above will be approximately as indicated in the adjacent column:	\$2,550,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL PLAN AMENDMENTS

The Unified Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

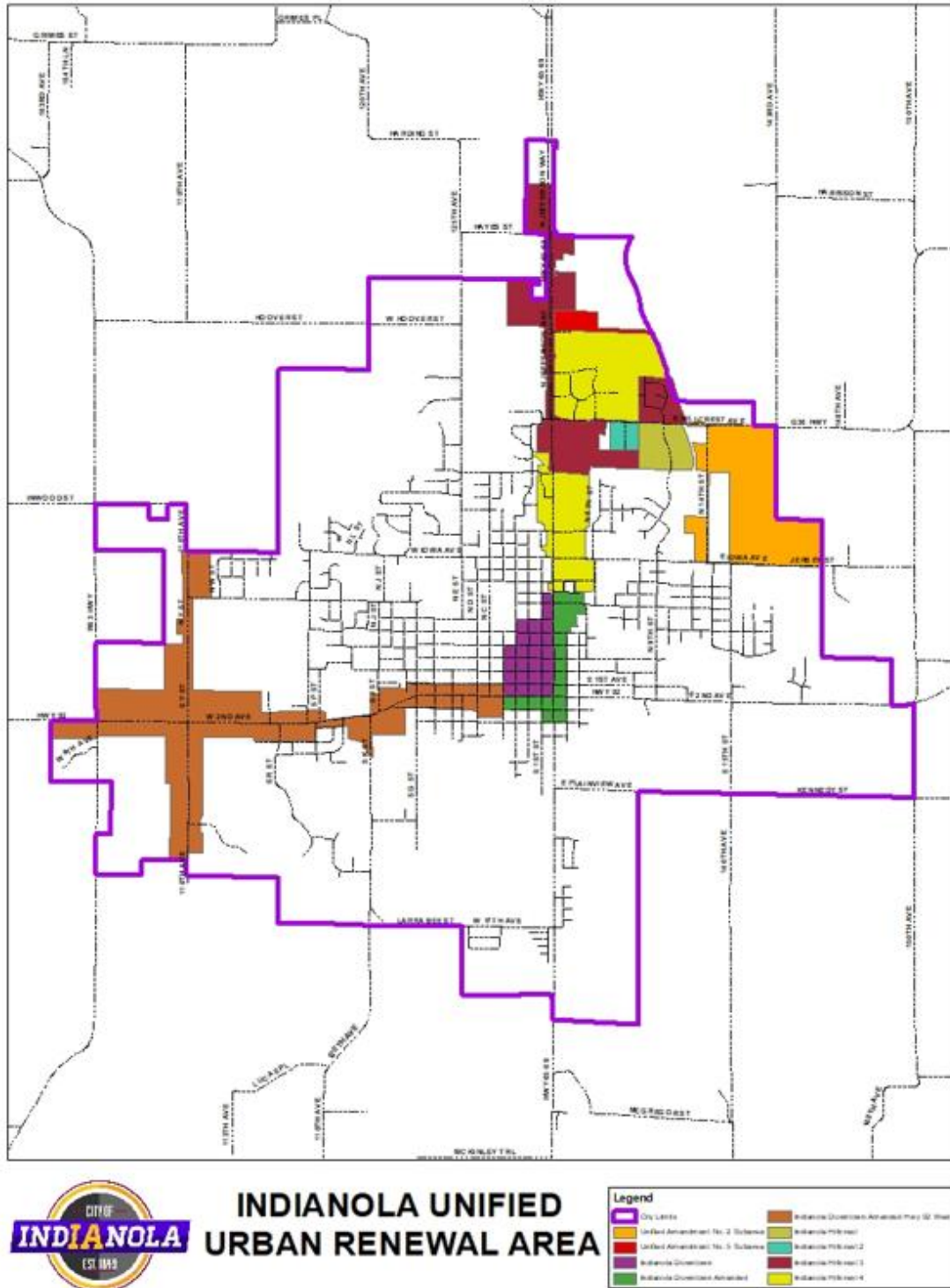
REPEALER AND SEVERABILITY CLAUSE

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

**MAP OF HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL AREA, AS AMENDED**



02066415-1\13538-174

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Indianola, State of Iowa

(SEAL)

02071782-1\13538-174



MEMORANDUM

To: Mayor and City Council

From:

Date: August 1, 2022

Subject: Public hearing on a proposed Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa

Recommendation: Roll call to open and close the public hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 1, 2022

Subject: Resolution adopting Amendment No. 7 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: August 1, 2022

Subject: Resolution authorizing the Mayor to execute a Subaward Agreement Contract by and between the City of Indianola, Iowa and Warren County, Iowa.

Introduction:

Background: As the Council is aware, the Warren County Board of Supervisors have approved funding in the amount of \$371,287.00 to the City of Indianola for construction of water and sewer infrastructure for a new industrial site in Indianola. The County is using funds that have been allocated to them from the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“SLFRF”). To receive these funds, the City needs to execute the Contract, Subaward Agreement, stating exactly how the funds will be spent.

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. 06-08-2022 Indianola Certified Site re ARPA Award
2. 06-06-2022 Agreement btw City of Indianola and Warren County re ARPA funds for certified cite
3. Subrecipient Information and pre award risk assessment fillable
4. Attachment 1 Federal Award Terms & Conditions
5. Attachment 2 Contacts
6. Attachment 3 Executive Compensation
7. Attachment 4A
8. Attachment 4B ARPA Grant Quarterly Final Report from Subrecipient
9. Attachment 6 Summary of Completed Project with photos
10. Res 2022- County ARPA



WARREN COUNTY BOARD OF SUPERVISORS

301 North Buxton, Suite 202

Indianola, IA 50125

www.warrencountyia.org

Aaron DeKock, Chair
Darren Heater, Vice Chair
Crystal McIntyre, Member

Phone (515) 961- 1028
961-1030
961-1029

July 1, 2022

Charlie Dissell
110 N 1st Street
Indianola, IA 50125

RE: Award of ARPA funds from Warren County, Iowa, for your project.

Project: Certified Site in Indianola.
Award Amount: \$371,287.00.

Dear Mr. Dissell:

The American Rescue Plan Act, Pub. L No 117-2 (March 11, 2021) authorized the Department of Treasury to make payments to the state and local governments from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund. Warren County, Iowa, is receiving \$9,996,667.00.

The Board of Supervisors has considered and allocated funds for several internal project needs for the County. The Supervisors also have considered applications from entities within the County and outside the County government. The County has received half of the \$9.99 million. The other half is expected to arrive in August 2022. Please note that some recipients will not receive their funding from the County until after September 2022.

The Board appreciates the time applicants have taken to request ARPA funds, offering written applications and presentations. It has been the Board's pleasure to hear from Warren County citizens as they made their heartfelt requests and presentations. The Board members carefully considered each and every application/request. Although \$9.99 million is a substantial amount of money to spend on our citizens' needs, the Board has had to be thoughtful in its consideration of how best to allocate the funds and meet the needs of Warren County residents. The Board also is required to abide by the federal guidelines regarding the use of ARPA funds.

The County is required to use ARPA funds in the following manner:

- Support Public Health Response.
- Replace Public Sector Revenue Loss.
- Fund Water and Sewer Infrastructure.
- Address Negative Economic Impacts.
- Premium Pay for Essential Workers.
- Broadband Infrastructure.

The County must allocate all funds by December 31, 2024, and all funds must be spent by December 31, 2026.

Steps you must/should take to receive ARPA funds:

- Applicants who receive federal ARPA funds must complete the enclosed *Subrecipient Form* which helps assess risk and dictates the monitoring plan for subrecipients, and return it to the County, via regular mail, email or personal delivery to the Board of Supervisors Office, 301 N. Buxton, Suite 201, Indianola, Iowa 50125. This assessment must be completed prior to entering into a Subaward Agreement. Warren County may follow up with the applicant regarding responses to the subrecipient form if necessary.
- Those receiving awards will be required to complete the enclosed Attachments to the Contract and execute the Contract, *Subaward Agreement*, stating exactly how the funds will be spent by the recipient. Warren County is required, by the federal government, to monitor and track each ARPA dollar spent by recipients, and to make timely reports regarding how the money is spent and by whom.
- Consult with your income tax preparer to determine whether accepting ARPA funds will impact your income taxes.

Refusing to execute and return the Subrecipient Form and the Subaward Agreement will disqualify the recipient as an award recipient.

If you need assistance completing the subrecipient form or have questions about it or the Subaward Agreement, contact Dawn M. Bowman at 515-961-1148, or email, dbowman@warrencountyia.org.

We look forward to seeing the ARPA dollars in action throughout Warren County.

Sincerely,

Aaron J. DeKock
Chairman
Board of Supervisors

Darren Heater
Vice Chairman
Board of Supervisors

Crystal McIntyre
Board Member
Board of Supervisors

**CONTRACT BY AND BETWEEN
CITY OF INDIANOLA, IOWA
And
WARREN COUNTY, IOWA
RE: SUBAWARD AGREEMENT**

THIS SUBAWARD AGREEMENT is made and entered into by and between Warren County, Iowa, the Pass-Through Entity, (“PTE”) and the City of Indianola, Iowa, (“Subrecipient”) (collectively “Parties”) as of the last date of signature and shall continue through December 31, 2026 (the “Performance Period”).

WITNESSETH:

WHEREAS, the County has received funds from the United States Department of the Treasury (“Treasury”) pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“SLFRF”); and

WHEREAS, Warren County Board of Supervisors (the “Board”) allocated more than \$9.9 million of Coronavirus Local Fiscal Recovery Funds for a variety of projects, both internal and external, to be administered by the PTE; and

WHEREAS, expenditures of ARPA funds must be for projects eligible under the US Treasury Guidance Final Rule Department of Treasury “Coronavirus State and Local Fiscal Recovery Funds,” 31 CFR Part 35 RIN 1505-AC77; and

WHEREAS, pursuant to the Board’s commitment to use ARPA funds to support public health response, replace public sector revenue loss, support development of water and sewer infrastructure, promote equity-focused services, and address negative economic impacts; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the City of Indianola, Iowa, has presented a need for funding for development of a certified site in the Indianola city limits; and,

WHEREAS, the immediate and long-term effects on Warren County will be addressing the construction of water and sewer infrastructure that will lead to business development in a certified site, including location of new businesses in the County; and

WHEREAS, the Board of Supervisors of Warren County chooses to award \$371,287.00 to the City of Indianola, Iowa, for construction of water and sewer infrastructure to and in a certified site to be developed by the City of Indianola and occupied by businesses that will contribute to the County’s tax base.

NOW, THEREFORE, be it agreed between the Parties as follows:

1. Award. The Warren County Board of Supervisors hereby awards \$371,287.00 to the City of Indianola, Iowa, for construction of water and sewer infrastructure for a new certified site in Indianola, Warren County, Iowa.
2. Water and Sewer Infrastructure. This project addresses the development of a certified site for businesses that will locate in or relocate to the certified site within the city limits of Indianola, north of State Hwy 92 and east of 15th Street.
3. Subrecipient Requirements. Subrecipients will complete and return the Document Packet prior to receiving the Award from the PTE (Warren County, Iowa).

Document Packets should be returned to:

Warren County Budget Director or via email: meghanm@warrencountyia.org
301 N. Buxton, Suite 202
Indianola, Iowa 50125

You may contact Dawn Bowman for assistance, at 515-961-1148 or dbowman@warrencountyia.org.

- a. **Subrecipient Form**: Complete the form. If the County has questions regarding the Subrecipient's responses on the form, the Subrecipient will answer the County's questions about the responses.
- b. Review **Attachment 1: Federal Award Terms and Conditions**.
- c. Fill out **Attachment 2: Pass-Through Entity (PTE) and Subrecipient Contacts**.
- d. Fill out **Attachment 3: Subrecipient Highest Compensated Executives**.
- e. Review **Attachment 4A: Subrecipient Reporting Requirements**.
- f. Review **Attachment 4B: ARPA Grant Quarterly/Final Report from Subrecipient**. You or your organization must complete quarterly reports beginning the first calendar quarter (January-March, April-June, July-September, October-December) after you receive the awarded grant.
- g. Fill out **Attachment 5: Statement of Work and Project Budget**.
- h. This Contract (Subaward Agreement).
- i. Return the Document Package (filled out and/or signed) to the County. Your Document Package must include:
 - i. Subrecipient Form.
 - ii. Signed Attachments 2, 3, and 5.

- iii. The signed contract.
- 4. Project Completion. When your project is complete, you will need to fill out the following attachments and return to the County:
 - a. **Attachment 4B: ARPA Grant Quarterly/Final Report from Subrecipient**. A sample report is attached. You may create your own form so long as you include the amount of the award, the expenditures (including dates, amounts, and original receipts), and your project completion date.
 - b. **Attachment 6: Summary of Completed Project**.
 - c. Photos of the completed project.
 - d. Any and all additional information requested by the County.
- 5. All Attachments are incorporated and made part of this Agreement.

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

- 1. Activities. The Subrecipient will be responsible for using the funding in a manner consistent with the Uniform Grant Guidance and the Final American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing advance payment of these funds to the City of Indianola, Warren County, Iowa.
- 2. Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective of responding addressing negative economic impacts by supporting small businesses with support services, creating an online welcome center, and conducting business community outreach between local businesses and local residents.
- 3. Project Budget. The PTE agrees, subject to the Terms and Conditions of this Agreement, to provide payment to the Subrecipient for completed work not to exceed \$371,287.00.
- 4. Period of Performance. The Subrecipient shall complete the project between the date of receiving the award, and prior to December 31, 2024. The Subrecipient shall contact the PTE if it is unable to complete the project by December 31, 2024. In the unlikely event that the project cannot be completed by December 31, 2024, the PTE may grant a limited extension. Granted extensions shall be in writing and executed by both parties.
- 5. Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

6. Audit Requirements. All governmental and non-profit grant recipients that are required to comply with the Single Audit Act Amends of 1996, Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the PTE Order are included in the audit report. A governmental or non-profit Subrecipient shall submit audit reports to the PTE within 180 days of the close of the entity's fiscal year, unless waived by the PTE.
 - a. The Subrecipient shall submit an agreed upon procedures audit upon request from the PTE. This audit will consist of procedures and questions requested by the PTE and will expand beyond the scope of that provided for under the Iowa State Single Audit Guideline requirements.
 - b. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this award. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.
7. Recordkeeping, Examination of Records and Facilities. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the PTE, its designees, or the Federal Government, at any time during normal business hours, as often as the PTE or Federal Government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data.
8. On-Site Monitoring. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE, or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain Federally funded grant activities.
 - a. Review may include but is not limited to agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs, such as timesheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.
9. Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of

all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

10. Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.
11. Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project up to the Subaward amount. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.
12. Suspension. For cause, and 30-day notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.
13. Termination and Cancellation. The Subrecipient understands and agrees that the PTE may at a later time determine that a Subrecipient is not in compliance with the PTE Order or the terms of this Agreement. In such case, the PTE may terminate the Subaward. Upon termination, the Subrecipient must return all Subaward funds previously disbursed. If the Subrecipient wishes to cancel the Project, the Subrecipient may submit a written request to the PTE requesting that the PTE approve the termination of the Subaward. If the PTE grants the request, the Subrecipient must return all Subaward funds previously.
14. Waiver. Failure or delay on the part of either party to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.
15. Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
 - a. The Subrecipient shall notify the PTE of any proposed significant changes to the Statement of Work or Project Budget as soon as possible and may only make such significant changes if the PTE signs an amendment authorizing and memorializing the significant change. Significant changes include:
 - i. Any change in the list of expenses, as described in the Project Budget.
 - ii. Any change in the Project or activities, as described in the Statement of Work.
 - b. Extensions of the performance period will be at the PTE's sole discretion.
16. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the

special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

17. Certification Regarding Lobbying (2 CFR 200.450). By signing this Agreement, the Subrecipient certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.
 - a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection this Federal contract, grant loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.
 - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.
18. Debarment, Suspension, and Other Responsibility Matters (2 CFR 180 and 31 CFR 19). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.
 - a. Except with respect to sexual orientation, the Subrecipient shall take affirmative action to ensure equal employment opportunities. The Subrecipient shall post to conspicuous places, available for employees and applicants for employment, notices required by law.
 - b. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Subrecipient. An exemption occurs from this requirement if the Subrecipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Subrecipient shall submit the Affirmative Action Plan/exemption statement to the Public Service PTE unless compliance eligibility is current. No extensions of this deadline shall be granted.

19. Federal Funding Accountability and Transparency Act (“FFATA”). This Subaward requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Subrecipient provides information to the State as required.

- a. The Subrecipient will obtain a Data Universal Numbering System (“DUNS”) number upon signing this grant agreement and maintain its DUNS number for the term of this Subaward. More information about obtaining a DUNS number can be found at <http://fedgov.dnb.com/webform/>.
- b. The Subrecipient’s failure to comply with the requirements in the special terms and conditions is a material breach of this Subaward for which PTE may terminate this Agreement for cause or withhold funds. The PTE will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

Entered into on this _____ day of _____, 2022.

City of Indianola, Warren County, Iowa

By: _____
Signature
Stephanie Erickson, Mayor

Print Name
110 North 1st Street

Address
Indianola, Iowa 50125

City, State Zip
515-962-5300

Phone Number
serickson@indianolaiowa.gov

Email

STATE OF IOWA)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public,
personally appeared Mayor Stephanie Erickson, to me known to be the person named in
and who executed the foregoing instrument, and acknowledged that he/she/they executed the
same as his/her/their voluntary act and deed.

Notary Public ~ State of Iowa

WARREN COUNTY

By: _____
 Aaron DeKock, Chairman
 Board of Supervisors

This Agreement was approved by the Warren County Board of Supervisors on the _____ day of _____, 2022.

Traci VanderLinden, Warren County Auditor

Warren County, Iowa
Subrecipient Information and Pre-Award Risk Assessment

This assessment is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This assessment must be completed prior to entering into a subaward agreement. Warren County may follow up with the potential subrecipient regarding the responses to this assessment.

1. Subrecipient Contact Information	Charlie Dissell, Com. Dev. Director
Name/Organization/Business Name	City of Indianola, Iowa- Charlie Dissell
Address:	110 North 1st Street
Telephone Number:	515-962-5276
Date Organization Established:	1863
Email Address:	cdissell@indianolaiowa.gov
DUNS Number:	07-348-1061
EIN/TIN:	42-6004797
Is Organization registered with SAM.gov?	Yes
Fiscal Year (Month/Year):	FY23 (July, 2022 - June 2023)
Partner Agency if Applicable:	
Primary location/Address of Project Performance:	60 acres Southwest of the intersection of East Hillcrest Avenue and 143rd Avenue
2. Subrecipient Type of Organization	☒ ☐ ☐ ☐ Government Non-Profit For Profit Other

3. Subrecipient Personnel Contact Information	Project Director for Subaward Name: <u>City of Indianola, Iowa- Charlie Dissell</u> Title: <u>Com Dev Director</u> Telephone Number: <u>515-962-5276</u> Email Address: <u>cdissell@indianolaiowa.gov</u>
	Additional Contact for Subaward Name: <u>Andy Lent</u> Title: <u>Assistant City Manager/CFO</u> Telephone Number: <u>515-962-5246</u> Email Address: <u>alent@indianolaiowa.gov</u>
4. Do you certify that your organization or its employees related to this grant/award are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency?	Yes ☒ No ☐
5. Does this subrecipient organization have a negotiated indirect Cost/F&A Rate from a cognizant Federal Agency.	Yes ☐ No ☒ 10% De Minimis Rate (will be default) (If yes, please attach a copy of your current rate agreement) Name of Designated Federal Cognizant Agency (if applicable): _____

6. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.	Yes ☐ No ☒
7. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).	Yes ☐ No ☒
8. Have Subrecipient's financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the most recent audit.	Yes ☒ No ☐
9. If the answers to Questions 7 or 8 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	Yes ☐ No ☒ Explanation if applicable:
10. Does Subrecipient have an accounting system that identifies the revenues and expenditures for each Agency program by funding source?	Yes ☒ No ☐
11. Does the accounting system provide for the recording of revenues and expenditures for each award by the budget cost categories shown in the approved budget?	Yes ☒ No ☐
12. Is the Organization's accounting system automated (e.g., QuickBooks, Sage)?	Yes ☒ No ☐ Please describe the system or software package: Civic Systems Caselle

13. Are all bank accounts reconciled monthly?	Yes ☒ No ☐																		
14. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.	Yes ☒ No ☐ Explanation: New City Manager hired in May 2022																		
15. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.	Yes ☐ No ☒ Explanation:																		
16. Does Subrecipient have written policies and procedures that address the following?	Select Answer: <table> <tr> <td>Pay rates and benefits</td> <td>Yes ☒</td> <td>No ☐</td> </tr> <tr> <td>Time and attendance</td> <td>Yes ☒</td> <td>No ☐</td> </tr> <tr> <td>Purchasing/Procurement</td> <td>Yes ☒</td> <td>No ☐</td> </tr> <tr> <td>Discrimination</td> <td>Yes ☒</td> <td>No ☐</td> </tr> <tr> <td>Conflicts of Interest</td> <td>Yes ☒</td> <td>No ☐</td> </tr> <tr> <td>Capitalization/Depreciation</td> <td>Yes ☒</td> <td>No ☐</td> </tr> </table>	Pay rates and benefits	Yes ☒	No ☐	Time and attendance	Yes ☒	No ☐	Purchasing/Procurement	Yes ☒	No ☐	Discrimination	Yes ☒	No ☐	Conflicts of Interest	Yes ☒	No ☐	Capitalization/Depreciation	Yes ☒	No ☐
Pay rates and benefits	Yes ☒	No ☐																	
Time and attendance	Yes ☒	No ☐																	
Purchasing/Procurement	Yes ☒	No ☐																	
Discrimination	Yes ☒	No ☐																	
Conflicts of Interest	Yes ☒	No ☐																	
Capitalization/Depreciation	Yes ☒	No ☐																	
17. Attachments. Please attach the following or check N/A if not applicable																			
a. Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and documents.	Attached ☐ N/A ☒																		
b. Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F).	Attached ☐ N/A ☒																		

c. Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by a Subrecipient.	Attached ☒ N/A ☐
d. Indirect cost rate agreement.	Attached ☐ N/A ☒
e. List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years.	Attached ☒ N/A ☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: _____

Printed Name: Charlie Dissell

Title: Com. Dev. Director

Date: _____

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to Warren County, Iowa, as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The County provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	
Federal Award Date:	
Assistance Listing Number (ALN):	
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	\$9,996,667.00
Research & Development:	No
Amount of Federal Funds Obligated by this Subaward:	\$
Total Amount of Federal Funds Obligated to the Subrecipient:	\$

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2024. An extension may be obligated for the period of January 1, 2025, through December 31, 2026, at the agreement of both parties. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2026.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds to accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(c) of the Act.
- 11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of recipient] by the U.S. Department of Treasury.”
- 14. Debts Owed the Federal Government.
 - a. Any funds paid to recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; that are determined by the Treasury Office of Inspector General to have misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily

injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence or gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-Through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	Subrecipient
Warren County, Iowa 301 N. Buxton, Suite 201 Indianola, IA 50125	Charlie Dissell City of Indianola 110 N 1st Street Indianola, IA 50125
Administrative Contact	
Name: <u>Mikayla Brobst, BOS Office Manager</u>	Name: <u>Charlie Dissell, Com. Dev. Director</u>
Phone: <u>515-961-1001</u>	Phone: <u>515-962-5276</u>
Email: <u>mikaylab@warrencountyia.org</u>	Email: <u>cdissell@indianolaiowa.gov</u>
Financial Contact	
Name: <u>Meghan Minar, Budget Director</u>	Name: <u>Andrew J. Lent, Finance Director</u>
Phone: <u>515-961-1018</u>	Phone: <u>515-962-5246</u>
Email: <u>meghanm@warrencountyia.org</u>	Email: <u>alent@indianolaiowa.gov</u>
Authorized Official	
Name: <u>Aaron DeKock, Board Chair</u>	Name: <u>Stephanie Erickson, Mayor</u>
Phone: <u>515-961-1028</u>	Phone: <u>515-962-5300</u>
Email: <u>aarond@warrencountyia.org</u>	Email: <u>serickson@indianolaiowa.gov</u>

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient is exempt from reporting executive compensation: X Yes – Go to next Attachment
(You (or your organization) are exempt if you do not receive federal grants.) No – Enter information below

Subrecipient Name: _____

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenue in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1	Compensation

Executive 2	Compensation

Executive 3	Compensation

Executive 4	Compensation

Executive 5	Compensation

ATTACHMENT 4A

Subrecipient Reporting Requirements

Project and Expenditure Report. On a quarterly basis, PTE must provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000.

In general, recipients (PTE) will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000 to the Treasury Department:

- Subrecipient identifying and demographic information (e.g., DUNS number and location).
- Award number (e.g., Award number, Contract number, Loan number).
- Award date, type, amount, and description.
- Award payment method (reimbursement or lump sum payments).
- For loans, expiration date (date when loan is expected to be paid in full).
- Primary place of performance.
- Related project name(s).
- Related project identification number(s) created by recipient.
- Period of Performance start date.
- Period of Performance end date.
- Quarterly obligation amount.
- Quarterly expenditure amount.
- Project(s).
- Additional programmatic performance indicators for select Expenditure Categories (see below).

Reporting Schedule. Subrecipient shall report to PTE (Warren County) project expenditures in accordance with Subrecipient Expenditure Reporting Calendar (Attachment 4B). Reports are due Quarterly (see form for report due dates). Subrecipient shall email completed reports to PTE's Financial Contact (See Attachment 2).

Report Format. A sample of the Subrecipient Expenditure Report is attached to this Agreement as Attachment 4C. PTE will email Excel version of report to Subrecipient's Financial Contact (Attachment 2) upon full execution of Agreement. Updated templates may be issued in the future. In the event that a new template is issued, Subrecipients will be notified of the change, and the new template will be made available to Subrecipients. The Subrecipient shall provide a response to each question that is applicable to the type of report being filed and the Project.

**ARPA Grant Quarterly/Final Report from Subrecipient
Attachment 4B**

Project: Certified Site in Indianola
Subrecipient: Charlie Dissell
Phone No.: 515-962-5276
Email: cdissell@indianolaiowa.gov

Date Grant Issued to Subrecipient

Estimated Completion Date

First Quarterly Report Due

Second Quarterly Report Due

Third Quarterly Report Due

Fourth Quarterly Report Due

Amount received: \$ 371,287.00
Expenditures (attach receipts to report)
Items/services purchased

Final Report Date

ATTACHMENT 6
Summary of Completed ARPA Funded Project

Please tell us about your completed ARPA funded Project.

City of Indianola
RESOLUTION NO. 2022-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBAWARD AGREEMENT CONTRACT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND WARREN COUNTY, IOWA

WHEREAS, the Warren County Board of Supervisors have approved funding in the amount of \$371,287.00 to the City of Indianola for construction of water and sewer infrastructure for a new industrial site in Indianola; and,

WHEREAS, the County is using funds that have been allocated to them from the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF"); and,

WHEREAS, to receive these funds, the City needs to execute the Contract, Subaward Agreement, stating exactly how the funds will be spent; and,

WHEREAS, applicants who receive federal ARPA funds must complete the enclosed Subrecipient Form which helps assess risk and dictates the monitoring plan for subrecipients; and,

WHEREAS, the City must complete the Subrecipient Form which helps assess risk and dictates the monitoring plan for subrecipients.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Mayor is hereby authorized to execute a subaward agreement contract by and between the City of Indianola and Warren County.

Dated this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: August 1, 2022
Subject: WHO 13 RVTV - Indianola

Introduction: WHO 13 RVTV will be in Indianola on Friday, September 9 from 3 p.m. - 11 p.m.

Background: RVTV events are geared towards all community members and will include activities/games, food trucks, music/band and a live stream of the Indianola/Pella football game.

Discussion: The City of Indianola and Indianola Downtown Merchants have submitted an event and noise permit application to request the Square be closed to vehicular traffic for this event. The organizers are also respectfully asking that alcohol consumption be allowed upon the City streets during this event.

Budget Impact:

Recommendation: The Downtown Square Commission discussed the application at their July 19 meeting and support the event.

Attachments: None



MEMORANDUM

To: Mayor and City Council

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

Date: August 1, 2022

Subject: Consideration of the approval of an event application from the City of Indianola and Indianola Downtown Merchants for the WHO 13 RVTV - Indianola Street Party on Friday, September 9 from 3 PM - 11 PM.

Recommendation: Staff has reviewed the application and recommends approval.

Attachments: 1. RVTV App



City of Indianola

Special Event Application

Dear Event Organizer:

Thank you for your interest in planning and holding an event in Indianola. Through public events and activities a sense of community and pride is developed. Public events are also a means to stimulate our local economy. The following pages provide key information for a safe, fun and successful event.

Please take time to read the information in the application form thoroughly. Please contact City Hall at 515-961-9410 or email cityclerk@indianolaiowa.gov. We appreciate your time and interest in planning an event whether for local residents or the entire south central region of Iowa. A well planned event translates to a successful activity that benefits both public and private interests.

General Event Information:

- If an event is held on City Streets applications will be reviewed by the City Manager, Public Works, Human Resources/Risk Manager, Fire and Police Departments.
- If the event is held on a combination of City streets and trails applications will be reviewed by the City Manger, Public Works, Human Resources/Risk Manager, Fire, Police as well as the Parks and Recreation Departments.
- If an event is held exclusively within City Parks or Trails the Parks and Recreation Department will review the event application to verify if it is in accordance with City park policies as well as rules and regulations.
- Applications for events held on City streets or combination of streets and trails are sent to City Council for approval or denial. Applications need to be received no later than **60 days prior to your event**. If received less than 60 days prior to the event, staff will deny the application. It may be appealed to the City Council with a \$50 late fee.
- All applicants will need to complete a map (A) showing street/lane closures, and parks and trails you will be using, and locations of barriers/barricades, stages, platforms, parking etc. If the event involves a moving route, indicate the direction of travel.
- The Sheriff's Department shall have complete and unobstructed access to the entrance of the Warren County Justice Center.
- If the Square is blocked off, west bound traffic on Ashland should be able to turn north on Howard; south bound traffic on Buxton should be able to turn west on Ashland, east bound traffic on Salem should be able to turn south on Buxton and north bound traffic on Howard should be able to turn east on Salem.
- If the Square and one block in each direction are blocked-off, be sure to include plans for barricades one block west and east of the Square on Ashland and Salem, one block north and south of the Square on Howard and Buxton.
- When a street is closed off for the event an access lane needs to be maintained at a minimum of 20' wide per IFC 503.1.1 for emergency vehicles. If the event has a moving route this requirement is not applicable.
- Vendors are expected to park vehicles off of the Square once their booths/trailers have been set up– applicants will need to complete a map (B) showing parking of vehicles which also includes address of parking lot.
- Always be sensitive to neighbors and area businesses when interrupting normal traffic flow and using amplified music.
- An insurance certificate showing the City as an additional insured in the amount of \$1,000,000 or more will be required.
- You will receive communication after the request has been to Council unless there are questions regarding your application.



Event Details:

Event Name: WHO 13 RVTv- Indianola

Event Sponsor(s): City of Indianola/Indianola Downtown Merchants

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

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

Other: Tailgate/Street Party in the Downtown Square ahead of the Indianola/Pella and Iowa/Iowa State

Date/Time of event: Friday, September 9, 2022. 3PM to 11PM

Location of event: Indianola Downtown Square

Anticipated Attendance: 5000 Per Day 5000 Total

Organization: City of Indianola/Indianola Downtown Merchants

Contact Name: Charlie Dissell/Leslie Held

Address: 110 North 1st Street

Telephone Number: 515-962-5276

Fax Number: _____

Email address: cdissell@indianolaiowa.gov

Today's Date: July 15, 2022

Please describe your request and event:

WHO 13 has chosen Indianola as one of their five RVTv stops for 2022. As part of this event, WHO 13 TV requests a street party to accompany their live shots during the 4, 5 and 6 PM newscasts. This event will be geared towards people of all ages, and will include activities/games, food trucks, music/band, live stream of the Indianola/Pella football game. Alcohol will be allowed.

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

See attached map

Salem Avenue from B Street to alley between Howard Street and 1st Street

Howard Street between Ashland and Salem (includes intersections with Ashland and Salem)

Buxton Street between Ashland and Salem (includes intersection with Salem)

Set Up Begins	Date <u>9/9/2022</u>	Time <u>11 AM</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>9/9/2022</u>	Time <u>3 PM</u>	Day of week <u>Friday</u>
Event Ends	Date <u>9/9/2022</u>	Time <u>11 PM</u>	Day of week <u>Friday</u>
Dismantle	Date <u>9/9/2022</u>	Time <u>11 -12 PM</u>	Day of week <u>Friday</u>



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

See Attached

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

See Attached

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

See Attached

Before submitting this application be sure to complete the following:

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

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

Applicant Signature: _____ Date: 9/9/2022

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

Return Application with attachments to:

City of Indianola

Attn: Event Applications

110 N 1st St PO Box 299

Indianola, Iowa 50125

email cityclerk@indianolaiowa.gov

City website indianolaiowa.gov

Event: WHO13 RVTV Indianola

Date: September 9 **Time:** 3PM-11PM

Safety Plan:

As this event plans to be both kid and adult friendly, we are requesting closure of the following streets to ensure safety of community:

- Salem Avenue from B Street to alley between Howard Street and 1st Street
- Howard Street between Ashland and Salem (includes intersections with Ashland and Salem)
- Buxton Street between Ashland and Salem (includes intersection with Salem)

This will allow room for WHO13's caravan of vehicles, food trucks, big projection screen, band, activities, and games.

Crowd Control:

- **Communication** –Communicating parking options and areas where certain events will be located within the street closures. This will allow visitors to plan their routes, parking and minimize confusion.
- **Map & Signage** – To manage crowd flow is to communicate with your attendees. Put important information in key locations where people are looking for a map, restrooms, seating, or food and beverages.
- **Flow** - offer a range of ways and places to start and finish their visit to drastically reduce the impression of congestion. A clear 20' path will be maintained down the center lines of each road to allow for pedestrian movements, as well as access for emergency vehicles. Access from South Buxton for the County Sheriff will also be maintained when needed through this 20' path.
- **Strategic planning** - place food trucks and popular events away from each other to manage the visitor experience and avoid overcrowding. For example, RVTV will be located along Howard in front of the Justice Center, KNIA's Big Red Radio will be at the intersection of Howard and Ashland, Food Trucks will be located on Salem between Howard and Buxton.

Emergency/medical plan:

- **Indianola PD**- Indianola PD will have officers on site to assist with public safety.
- **Contact onsite CPR**– Have a minimum of 1 volunteer on site certified in CPR. Qualified event supervisors will have a direct line of communication via radio/phone.
- **Call 911**, Ask if anyone onsite is trained to assist in the interim.

Clean up/Removal of recyclable goods/garbage:

- Downtown garbage cans will be assessed regularly and emptied to dumpsters, as needed. TRM has also agreed to provide additional trash receptacles through the area to account for the influx of people. We will also look to have a few porta potties spread out the site.

APPLICATION FOR TEMPORARY STREET /OR LANE CLOSURE



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

Check which applies:

- | | |
|---|--|
| ☒ STREET CLOSURE | ☐ RIGHT-OF-WAY/LANE CLOSURE |
| ☐ TRAILER/DUMPSTER/ STORAGE UNIT | ☐ SIDEWALK CLOSURE |

Applicant Details

Company Name: <u>City of Indianola/Indianola Downtown Merchants</u>	Application date: <u>July 15, 2022</u>
Company Address: <u>110 North 1st Street</u>	
Contact Name: <u>Charlie Dissell/Leslie Held</u>	Emergency Phone # (After hours): <u>515-635-1023</u>
Phone #: <u>(515) 962-5276</u>	Fax #: <u>()</u>
Email Address: <u>cdissell@indianolaiowa.gov</u>	

Details for street or lane closure:

Exact Location: <u>Salem Avenue from B Street to alley between Howard Street and 1st Street/Howard Street between Ashland and Salem (includes intersections with Ashland and Salem)/Buxton Street between Ashland and Salem (includes intersection with Salem)</u>	
Check All that applies for this request:	
☐ Utility Construction	☐ Sidewalk / Trail Construction
☐ Driveway Construction	☐ Pavement Repairs Maintenance
☐ Drainage Improvements	☐ Other
☐ None of above	
Provide details for request: <u>WHO 13 has chosen Indianola as one of their five RVTV stops for 2022. As part of this event, WHO 13 TV requests a street party to accompany their live shots during the 4, 5 and 6 PM newscasts.</u>	
This event will be geared towards people of all ages, and will include activities/games, food trucks, music/band, live stream of the Indianola/Pella football game.	
Start date: <u>September 9, 2022</u>	End date: <u>September 9, 2022</u>
# of days needed: <u>1</u>	Including weekends: ☐ Yes ☒ No
All Street and Lane Closures require a site map depicting the exact area to be closed, along with all applicable detour information and proposed signage in accordance with MUTCD guidelines.	
Site map included: ☒ Yes ☐ No	Detour route map included: ☐ Yes ☐ No
Hold Harmless Clause: The City shall not be liable to applicant's employees, agents, invitees, licensee, visitors, or to any other person, for injury to person or damage to property caused by the negligence or misconduct of user, its agents, servant or employees. The applicant agrees to indemnify and hold harmless the City from any loss, attorney's fees, and expenses or claims arising out of any such damage or injury. The City reserves the right to revoke this application at any time. I do hereby agree to all terms and stipulations as listed in this application:	
Requested By: _____	Charlie Dissell
Signature	Print Name

Office Use Only: Received By: _____ Permit Number: _____ Payment Type: _____ Permit Fee: _____	☐ Approved ☐ Denied By: _____ <u>9/9/2022</u> Signature Date
---	--

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



City of Indianola

Noise Permit Application

Dear Event Organizer:

From time to time residents and visitors to our community wish to hold events that would normally be in violation of laws and ordinances pertaining to noise. In an effort to allow such events and still maintain quality of life issues for our residents, the City developed this process to allow outdoor events that have music or extraordinary noise.

This application provides the information to petition the Police Chief for a noise permit. Please read the application thoroughly and contact City Hall with any questions at 515-961-9410 or email cityclerk@indianolaiowa.gov.

Rules and Regulations:

- The City Manager and Police Department shall review all applications.
- All applications will be approved or denied by the Police Chief.
- Events that have received prior complaints, or are multiple days in length shall have City Council approval.
- The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.
- Multiple events may be requested on one application, i.e. 6 events in a single year.
- The Indianola Police Department reserves the right to order noise reduction or to cancel any permit, dependent upon the activity or complaints related to the event.
- In the event that the Police Department discovers an outdoor music event without a permit, the Department shall cause the source of the noise to cease.
- The application must include a cell phone number for the contact person.
- Bands, DJs and any source of loud noise should be directed away from residential areas to every extent possible.
- For information regarding City Code, please click [here](#). Or visit <http://indianolaiowa.gov/151/City-Code-and-Policies>

Return completed noise application to:

City of Indianola
Attn: Noise Permit Application
110 N 1st Street
PO Box 299
Indianola, Iowa 50125
Email: cityclerk@indianolaiowa.gov
Phone: 515-961-9410



City of Indianola

Noise Permit Application

Today's Date: July 15, 2022

Event Name: WHO 13 RVTv- Indianola

Date/Time/ Location of Event: September 9, 2022, 3PM to 11PM, Indianola Square

Event Sponsor(s): City of Indianola/Indianola Downtown Merchants

Contact Information

Organization: City of Indianola/Indianola Downtown Merchants

Contact Name: Charlie Dissell/Leslie Held

Address: 110 North 1st Street

Telephone Number: 515-962-5276

Cell Phone: 515-635-1023

Email Address: cdissell@indianolaiowa.gov

Anticipated Attendance: 5000 Per Day 5000 Total

Event Information:

Event Starts: Date: 9/9/2022

Time: 3 PM

Day of Week: Friday

Event Ends: Date: 9/9/2022

Time: 11 PM

Day of Week: Friday

Previous Event Information:

Date of Event: _____

Time of Event: _____

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

☒ Band

☐ DJ

☐ X (Big Screen TV)

☐ Other (please specify)

Applicant Signature: _____

Office Use Only:

Date Received in office: _____

Return completed noise application to:

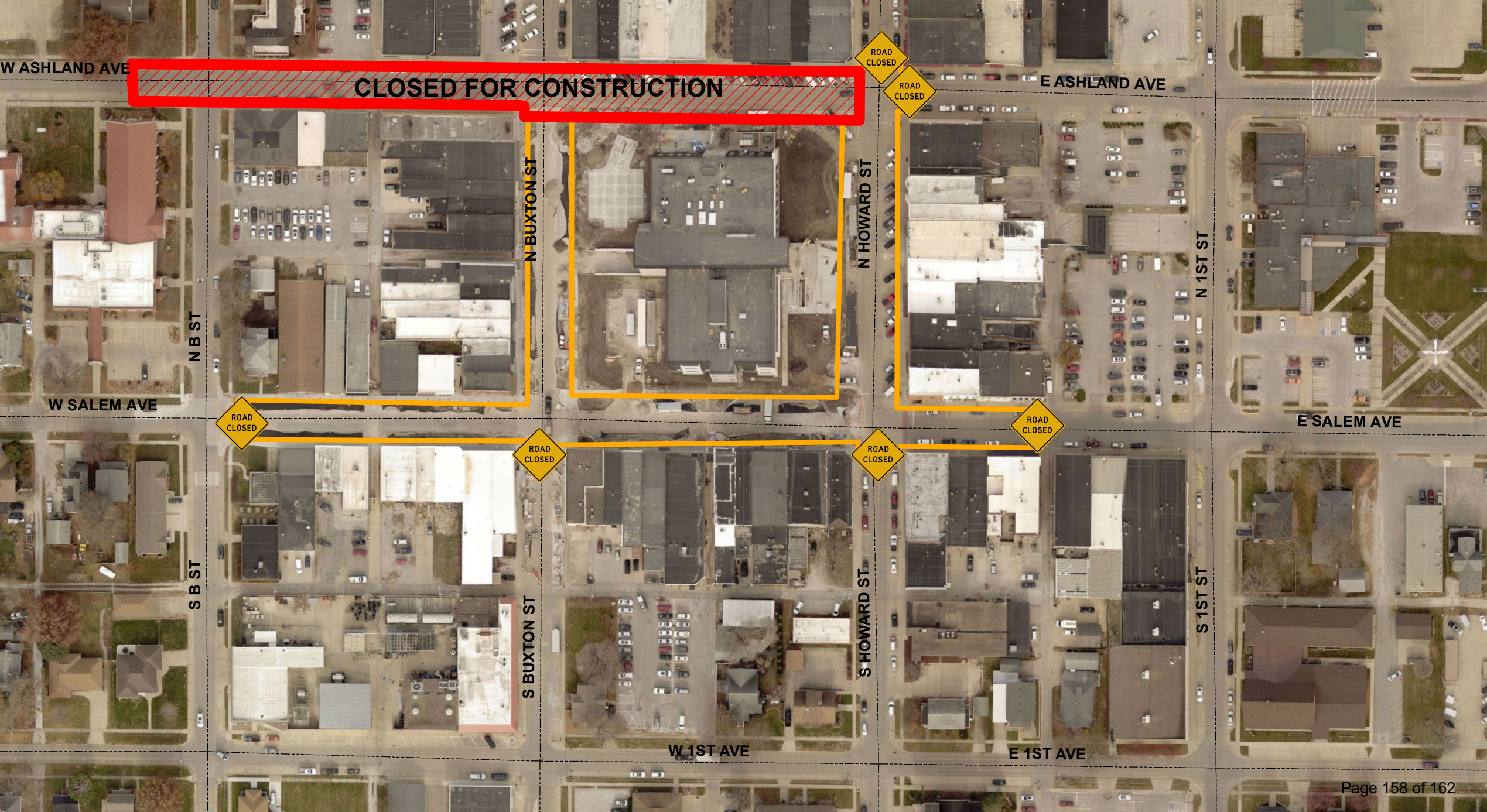
City of Indianola
Attn: Noise Permit Application

110 N 1st Street

PO Box 299

Indianola, Iowa 50125

Email: cityclerk@indianolaiowa.gov



CLOSED FOR CONSTRUCTION

ROAD
CLOSED

ROAD
CLOSED

ROAD
CLOSED

ROAD
CLOSED

ROAD
CLOSED

ROAD
CLOSED

W ASHLAND AVE

E ASHLAND AVE

W SALEM AVE

E SALEM AVE

W 1ST AVE

E 1ST AVE

NB ST

N BUXTON ST

N HOWARD ST

N 1ST ST

SB ST

S BUXTON ST

S HOWARD ST

S 1ST ST

CLOSED FOR CONSTRUCTION

W ASHLAND AVE

KNIA
Big
Red
Radio

ROAD
CLOSED

E ASHLAND AVE

Big
Screen
Viewing
Area

N BUXTON ST

Band

WHOTV
Staging
Area

N HOWARD ST

Food Trucks

W SALEM AVE

E SALEM AVE

N BUXTON ST

WARD ST



INDIA-2

OP ID: BB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER River Valley Insurance, LLC. 819 Main St. Adel, IA 50003 Angela Johnston		515-993-3515		CONTACT NAME: River Valley Ins PHONE (A/C, No, Ext): 515-993-3515 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Indianola Downtown Merchants Jenny Bauer Treasurer 120 N Howard St Indianola, IA 50125				INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		222307-39854164-22	05/10/2022	05/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVENT September 9, 2022
RVTV

CERTIFICATE HOLDER

CANCELLATION

City of Indianola 110 North 1st St Indianola, IA 50125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 1, 2022

Subject: Resolution suspending enforcement of Indianola Code 45.02(2) regarding the use and consumption of alcoholic liquor, wine or beer upon certain public streets for RVTV.

Recommendation: Roll call is in order.

Attachments: 1. Res 2022- suspending enforcement- RVTV

City of Indianola
RESOLUTION NO. 2022-

**RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE § 45.02(2) REGARDING THE
USE AND CONSUMPTION OF ALCOHOLIC LIQUOR, WINE OR BEER UPON CERTAIN PUBLIC
STREETS FOR RVTV**

WHEREAS, WHO Channel 13's RVTV event will take place in Indianola on September 9, 2022, from 3:00 PM to 11:00 PM; and,

WHEREAS, the event organizers propose to close, to vehicular traffic, Salem Avenue (from B Street to alley between Howard Street and 1st Street), Howard Street (from Salem Avenue to the alley between Boston and Ashland and including the intersections with Ashland and Salem), Ashland Avenue (from Howard Street to alley between Howard Street and 1st Street) and Buxton Street (between Ashland and Salem and including the intersection with Salem); and,

WHEREAS, the event organizers propose to allow for alcohol consumption as part of the event to take place on those portions of the street that are closed; and,

WHEREAS, alcoholic beverages for the events will be sold and served in accordance with the authorization by the State of Iowa; and,

WHEREAS, Indianola Code Section 45.02(2) reads: "A person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways..." and

WHEREAS, the RVTV event will be required to comply with all other requirements of the Municipal Code of the City for the event.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby acknowledges receipt of notification of RVTV on September 9, 2022 from 3:00 PM to 11:00 PM and confirms that enforcement of Indianola Code Section 45.02(2) stating that a person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways is suspended Salem Avenue (from B Street to alley between Howard Street and 1st Street), Howard Street (from Salem Avenue to the alley between Boston and Ashland and including the intersections with Ashland and Salem), Ashland Avenue (from Howard Street to alley between Howard Street and 1st Street) and Buxton Street (between Ashland and Salem and including the intersection with Salem) during the duration of this event.

BE IT FURTHER RESOLVED that all participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City, but that enforcement of the prohibition on the use and consumption of alcoholic liquor, wine or beer upon certain public streets is hereby waived.

Dated this 1st day of August 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk