



CITY OF INDIANOLA COUNCIL MEETING

June 17, 2024

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

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 June 3, 2024 meeting.
 - D. Setting dates for future public hearings
 1. Resolution setting a public hearing on Monday, July 1, 2024 at 6 PM regarding application for a right-of-way vacation and conveyance of an alley located west of a residence located at 705 North Howard Street and located in Block 27 of College Addition, Indianola, Warren County, Iowa.
 2. Resolution setting a public hearing on Monday, July 1, 2024, at 6:00 PM regarding an application for a right-of-way vacation and conveyance of an alley located south and west of the Indianola Public Library located at 207 North B Street and located in Block 6 of the Original Town Plat of Indianola, Warren County, Iowa.
 3. Resolution setting a public hearing on Monday, July 15, 2024, at 6:00 PM regarding a request to amend Chapter 165, regarding construction sales and services, contractor offices, offices for plumbers, electricians, HVAC services or similar uses.
 - E. Approval of Applications
 1. Annual renewal of cigarette and tobacco permit applications.
 2. Consideration of the approval of a renewal liquor license for Indy 66 West #929.
 3. Consideration of the approval of a renewal liquor license for Casey's General Store #2894.

4. Consideration of the approval of an ownership amendment to The Groggy Dog's liquor license.
 5. Consideration of the approval of a new liquor license for B.E.S.T. Catering & Concessions, Inc.
 6. Approval of Payment Application Number 1 in the amount of \$41,807.70 from Indianola Municipal Utilities for the Hillcrest Avenue Reconstruction Project.
- F. Resolution accepting easements and authorizing the payment for easements needed for the West Clinton Culvert Project
 - G. Resolution accepting right-of-way acquisition and easements and authorizing the payment for easements needed for the South K Street Paving Project
 - H. Resolution accepting easements and authorize the payment for easements needed for the Hillcrest Avenue Reconstruction Project
 - I. Resolution directing the City Attorney to petition the court for title to abandoned property at 210 North Jefferson Way, 404 South B Street, and 801 East 1st Avenue.
 - J. Resolution amending the employee handbook.
 - K. Resolution approving monthly transfers.
 - L. Second consideration of ordinance regarding various amendments to Chapter 165, Zoning Regulations.
 - M. Second consideration of an ordinance amending the Subdivision Regulations of Chapter 170 of the Code of Ordinances of Indianola, Iowa.
 - N. Second consideration of an ordinance adding Chapter 171, Parkland Dedication, to the Code of Ordinances of Indianola, Iowa.
 - O. Second consideration of an ordinance adding Chapter 172, Stream Buffer Protection, to the Code of Ordinances of Indianola, Iowa.
 - P. Resolution approving a Professional Services Agreement for architectural services for Indianola's Iowa Economic Development Authority's Downtown Revitalization Fund Grant, funded through a Community Development Block Grant (CDBG), with Curtis Architecture, for an amount not-to-exceed \$1,096,991.78.
 - Q. Resolution approving the Affirmative Fair Housing Policy/Notice, Code of Conduct, Equal Opportunity Policy, Policy on the Prohibition on the Use of Excessive Force, and Procurement Policies and Procedures required for CDBG Projects.
 - R. Resolution authorizing a three-year maintenance agreement for environmental systems with MMC Contractors.
 - S. Resolution authorizing a contract with TMI Coatings for the Activity Center Exterior Wall Sealant Project.

- T. Resolution suspending the enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on a portion of East Salem Avenue for Supper Club on June 22, 2024, hosted by Savor the Rise.
- U. Resolution approving an amendment to the City Council Policy folder to add the Personal Use of Social Media by Elected and Appointed Officials policy.
- V. Approval of Urban Revitalization Designations
- W. Resolution approving a contract with Ryan Companies.
- X. Resolution approving salaries.

6. Council Reports

- A. Receive and file the May 2024 Treasurer's Report.
- B. Council Committee Updates

7. Mayor's Report

- A. Community Update
- B. Approval of the reappointment of Lindsay Capps to the Indianola Wellness Campus Board of Trustees for a term beginning July 1, 2024, and ending July 1, 2027.

8. Public Consideration

- A. Old Business
 - 1. Fiscal Year 24 Budget
 - a. Public hearing regarding an amendment to the Fiscal Year 24 budget.
 - b. Resolution approving the third amendment to the Fiscal Year 24 budget.
 - 2. 911 North C Street
 - a. Hearing regarding a nuisance at 911 North C Street.
 - b. Resolution determining if a nuisance exists at 911 North C Street.
- B. New Business
 - 1. Resolution approving the preliminary plat of Quail Meadows 5.
 - 2. Resolution approving a major site plan application for a restaurant and retail sales at 302 North Trail Ridge Avenue.
 - 3. First consideration of an ordinance adding Chapter 160A, False Fire Alarm.

9. Other Business

- A. Deputy City Manager's Report - Charlie Dissell
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

10. Adjourn



MEMORANDUM

To: Mayor and City Council
From:
Date: June 17, 2024
Subject: Approval of Claims

Recommendation: Simple motion is in order.

Attachments:

1.	Vendor Report 6172024
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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	AQUATIC CENTER CHLORINE	05/23/2024	809.00	POOL (MEMORIAL)
ACCO UNLIMITED CORP.	POOL CHLORINE	05/31/2024	1,131.40	POOL (MEMORIAL)
ACCO UNLIMITED CORP.	POOL SUPPLIES	05/31/2024	1,730.70	WELLNESS CAMP
Total ACCO UNLIMITED CORP.:			3,671.10	
ACE HARDWARE				
ACE HARDWARE	TOOLS	05/23/2024	34.98	MAINTENANCE
ACE HARDWARE	PICKARD AC INSTALL	05/23/2024	15.54	MAINTENANCE
ACE HARDWARE	ACTIVITY CENTER SIDEWALK REPAIR	05/29/2024	19.95	PARK & RECREATI
ACE HARDWARE	ACTIVITY CENTER SIDEWALK REPAIR	05/29/2024	39.90	PARK & RECREATI
ACE HARDWARE	POOL GLASS CLEANER	05/30/2024	5.99	POOL (MEMORIAL)
ACE HARDWARE	111 S BUX - HVAC CONTACTOR	05/31/2024	29.99	MAINTENANCE
ACE HARDWARE	PICKARD LIGHT PADLOCK	06/06/2024	16.99	PARK & RECREATI
ACE HARDWARE	IWC FLAGPOLE REPAIR	06/07/2024	4.87	MAINTENANCE
ACE HARDWARE	PLANT FERTILIZER	06/07/2024	30.98	PARK & RECREATI
Total ACE HARDWARE:			199.19	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	URBAN RENEWAL LEGAL SERVICES	05/29/2024	189.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			189.00	
ALS-PACEM DEFENSE				
ALS-PACEM DEFENSE	TRAINING	05/28/2024	1,490.00	POLICE FUND
Total ALS-PACEM DEFENSE:			1,490.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	BUILDING MAINTENANCE	06/01/2024	606.13	LIBRARY FUND
AMAZON CAPITAL SERVICES	MARKETING EXPENSE	06/01/2024	7.99	LIBRARY FUND
AMAZON CAPITAL SERVICES	COLLECTION MATERIALS	06/01/2024	325.55	LIBRARY FUND
AMAZON CAPITAL SERVICES	SPECIAL COLLECTION MATERIALS	06/01/2024	744.08	LIBRARY FUND
AMAZON CAPITAL SERVICES	FRIENDS SUMMER EXPENSES	06/01/2024	1,024.89	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	ENRICH IOWA EXPENSES	06/01/2024	905.48	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	06/01/2024	220.70	LIBRARY FUND
AMAZON CAPITAL SERVICES	SPECIAL USE PURCHASES	06/01/2024	747.80	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	PROCESSING MATERIALS	06/01/2024	74.00	LIBRARY FUND
AMAZON CAPITAL SERVICES	PROGRAMMING SUPPLIES	06/01/2024	69.90	LIBRARY FUND
AMAZON CAPITAL SERVICES	ARTS FESTIVAL	06/04/2024	275.41	GENERAL FUND
AMAZON CAPITAL SERVICES	PICKARD CONCESSIONS	06/09/2024	36.20	PARK & RECREATI
AMAZON CAPITAL SERVICES	BIKE FEST SUPPLIES AND PRIZES	05/28/2024	391.46	PARK & RECREATI
AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	06/02/2024	209.97	GENERAL FUND
AMAZON CAPITAL SERVICES	COUNCIL AV	06/02/2024	2,650.61	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	SUPPLIES	06/05/2024	6.87	MAINTENANCE
AMAZON CAPITAL SERVICES	WATER FOUNTAIN REPAIR	06/05/2024	72.72	MAINTENANCE
AMAZON CAPITAL SERVICES	PICKARD CONCESSION MARKERS	06/02/2024	4.88	PARK & RECREATI
AMAZON CAPITAL SERVICES	VMAC WALL CLOCK	06/02/2024	56.89	POOL (MEMORIAL)
AMAZON CAPITAL SERVICES	REFUND	05/30/2024	57.99	GENERAL FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, EVENT SUPPLIES	05/31/2024	185.02	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			8,558.56	
AMERICAN RED CROSS				
AMERICAN RED CROSS	LIFEGUARDING	05/15/2024	322.00	WELLNESS CAMP

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total AMERICAN RED CROSS:			322.00	
APEX STORAGE SOLUTIONS LLC				
APEX STORAGE SOLUTIONS LL	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	780.00	HILLCREST AVENU
Total APEX STORAGE SOLUTIONS LLC:			780.00	
AUBERT'S TOWING				
AUBERT'S TOWING	TOWING IMPOUND	04/17/2024	160.00	POLICE FUND
AUBERT'S TOWING	TOWING IMPOUND	05/23/2024	420.00	POLICE FUND
Total AUBERT'S TOWING:			580.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - CITY MGR	06/01/2024	10.89	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - HR	06/01/2024	21.78	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	06/01/2024	22.45	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	06/01/2024	27.36	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	06/01/2024	30.53	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	06/01/2024	79.98	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	06/01/2024	198.35	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	06/01/2024	11.00	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	06/01/2024	101.49	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - P&R	06/01/2024	32.27	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	06/01/2024	22.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	06/01/2024	28.43	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	06/01/2024	56.86	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - COBRA	06/01/2024	21.12	HEALTH INSURAN
AVESIS THIRD PARTY ADMINIS	VISION - IWC	06/01/2024	23.62	WELLNESS CAMP
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	06/01/2024	369.00	GENERAL FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			1,057.58	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVDS	05/28/2024	56.68	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	06/03/2024	42.68	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	06/03/2024	24.49	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	06/03/2024	48.25	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			172.10	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	05/03/2024	810.49	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/07/2024	365.75	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL	05/07/2024	15.39	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	05/10/2024	1,044.98	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/14/2024	309.50	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/15/2024	334.76	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/20/2024	533.16	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/21/2024	961.83	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/23/2024	319.60	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/29/2024	237.87	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/29/2024	352.55	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/31/2024	1,163.68	LIBRARY FUND
Total BAKER AND TAYLOR:			6,449.56	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOKS ON CD	05/16/2024	56.72	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOKS ON CD	05/23/2024	59.47	LIBRARY FUND
Total BAKER AND TAYLOR SPOKEN WORD:			116.19	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	ADULT SOFTBALL LEAGUE TROPHIES	05/31/2024	169.50	PARK & RECREATI
BOB'S CUSTOM TROPHIES	MEMORIAL SIGN	06/04/2024	25.00	PARK & RECREATI
BOB'S CUSTOM TROPHIES	NAME PLATE - C HOFER	06/10/2024	11.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			205.50	
BOEGE, KATELYN				
BOEGE, KATELYN	3RD-5TH YTH SB OFFICIAL	05/31/2024	80.00	PARK & RECREATI
BOEGE, KATELYN	3RD-5TH YTH SB OFFICIAL	06/07/2024	70.00	PARK & RECREATI
Total BOEGE, KATELYN:			150.00	
BOEGE, LISA				
BOEGE, LISA	3RD-5TH YTH SB OFFICIAL	05/31/2024	140.00	PARK & RECREATI
BOEGE, LISA	3RD-5TH YTH SB OFFICIAL	06/07/2024	70.00	PARK & RECREATI
Total BOEGE, LISA:			210.00	
BOLTON & HAY INC.				
BOLTON & HAY INC.	POOL CONCESSIONS	06/07/2024	98.81	POOL (MEMORIAL)
Total BOLTON & HAY INC.:			98.81	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	TRAFFIC CONTROL FOR MEDIANS	05/31/2024	1,124.60	PARK & RECREATI
Total BONNIE'S BARRICADES:			1,124.60	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	EMS SUPPLIES	05/29/2024	37.16	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPLIES	06/04/2024	388.86	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			426.02	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	28E 3RD QTR FY24 CONTRIBUTION	06/03/2024	11,542.51	GENERAL FUND
Total BRAVO GREATER DES MOINES:			11,542.51	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	CODE ENFORCEMENT LEGAL SERVICE FEE	05/25/2024	3,570.00	GENERAL FUND
BRICK GENTRY P.C.	TOBACCO PROSECUTIONS	05/25/2024	225.00	GENERAL FUND
BRICK GENTRY P.C.	COM DEV LEGAL SERVICE FEES	05/25/2024	765.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - FIRE	05/25/2024	60.00	FIRE FUND
BRICK GENTRY P.C.	COM DEV LEGAL SERVICE FEES	05/25/2024	255.00	GENERAL FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICE	05/25/2024	1,500.00	GENERAL FUND
BRICK GENTRY P.C.	CH BLDG PROJECT LEGAL FEES	05/25/2024	630.00	CH BUILDING PRO
BRICK GENTRY P.C.	LEGAL SERVICE FEES	05/25/2024	75.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	05/25/2024	105.00	GENERAL FUND
BRICK GENTRY P.C.	PICKARD FENCE CONTRACT REVIEW	05/25/2024	45.00	PARK & RECREATI
BRICK GENTRY P.C.	LEGAL SERVICE FEES - POLICE UNION	05/25/2024	155.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT STR	05/25/2024	155.00	ROAD USE TAX FU
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT WR	05/25/2024	155.00	SEWER FUND
Total BRICK GENTRY P.C.:			7,695.00	
BROWN, NICOLE				
BROWN, NICOLE	MEALS & BAGGAGE FEE - CRIMES AGAINST	05/30/2024	193.24	POLICE FUND
Total BROWN, NICOLE:			193.24	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	05/28/2024	216.58	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			216.58	
BUNNELL PROPERTIES LLC				
BUNNELL PROPERTIES LLC	EASEMENTS FOR K STREET CONSTRUCTIO	06/12/2024	28,550.00	SOUTH K STREET
Total BUNNELL PROPERTIES LLC:			28,550.00	
BUSSANMAS, ASHLEY/BRYAN				
BUSSANMAS, ASHLEY/BRYAN	EASEMENTS FOR K STREET CONSTRUCTIO	06/12/2024	2,250.00	SOUTH K STREET
Total BUSSANMAS, ASHLEY/BRYAN:			2,250.00	
BUSSANMAS, WILLIAM				
BUSSANMAS, WILLIAM	EASEMENTS FOR K STREET CONSTRUCTIO	06/12/2024	5,450.00	SOUTH K STREET
Total BUSSANMAS, WILLIAM:			5,450.00	
CAPONE PROPERTY MANAGEMENT LLC				
CAPONE PROPERTY MANAGE	EASEMENTS FOR K STREET CONSTRUCITO	06/12/2024	3,000.00	SOUTH K STREET
Total CAPONE PROPERTY MANAGEMENT LLC:			3,000.00	
CARAHSOFT TECHNOLOGY CORPORATION				
CARAHSOFT TECHNOLOGY CO	SKETCHUP PRO ANNUAL SUBSCRIPTION	05/30/2024	341.41	GENERAL FUND
Total CARAHSOFT TECHNOLOGY CORPORATION:			341.41	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	ZOOM ANNUAL SUBSCRIPTION	05/25/2024	1,699.80	GENERAL FUND
Total CDW GOVERNMENT INC:			1,699.80	
CEMEN-TECH INC				
CEMEN-TECH INC	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	1,600.00	HILLCREST AVENU
Total CEMEN-TECH INC:			1,600.00	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES FOR PICKARD RR	06/06/2024	267.00	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			267.00	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	PEST CONTROL	05/20/2024	65.00	SEWER FUND
CENTRAL IOWA PEST CONTRO	PEST CONTROL	05/20/2024	495.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			560.00	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	05/22/2024	65.00	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	05/22/2024	67.84	GENERAL FUND
Total CENTURYLINK:			132.84	
CEPERLEY, JAY				
CEPERLEY, JAY	USA SWIMMING MEMBERSHIP REIMBURSE	06/03/2024	79.00	WELLNESS CAMP
CEPERLEY, JAY	USA SWIMMING REIMBURSEMENT	06/03/2024	38.00	WELLNESS CAMP
CEPERLEY, JAY	RED CROSS TRAINING REIMBURSEMENT	06/10/2024	25.00	WELLNESS CAMP
Total CEPERLEY, JAY:			142.00	
CERTIFIED POWER INC				
CERTIFIED POWER INC	HYD. MOTOR REPAIR #28	05/17/2024	337.29	ROAD USE TAX FU
Total CERTIFIED POWER INC:			337.29	
CHL TARGETS				
CHL TARGETS	FIREARMS/TARGETS	05/03/2024	179.98	POLICE FUND
Total CHL TARGETS:			179.98	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	TRAINING MATERIALS - GROUNDING & BON	05/06/2024	146.20	FIRE FUND
CIRCLE B CASHWAY	OSB BOARD FOR TRAINING	05/30/2024	77.57	FIRE FUND
CIRCLE B CASHWAY	2X4'S FOR PICKARD CONCESSION STAND	06/04/2024	17.40	PARK & RECREATI
Total CIRCLE B CASHWAY:			241.17	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	SEALING RING FOR 025 STIHL CHAINSAW	05/29/2024	2.99	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	NEW 291 STIHL CHAINSAW	06/04/2024	579.99	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			582.98	
CONFLUENCE INC.				
CONFLUENCE INC.	INDIANOLA DEVELOPMENT CODE UPDATES	03/29/2024	195.00	GENERAL FUND
CONFLUENCE INC.	INDIANOLA DEVELOPMENT CODE UPDATES	04/29/2024	425.00	GENERAL FUND
CONFLUENCE INC.	GATEWAY STUDY	05/30/2024	1,899.12	GENERAL FUND
CONFLUENCE INC.	INDIANOLA DEVELOPMENT CODE UPDATES	06/03/2024	400.00	GENERAL FUND
Total CONFLUENCE INC.:			2,919.12	
CORE-MARK MIDCONTINENT INC				
CORE-MARK MIDCONTINENT I	PICKARD CONCESSIONS	05/31/2024	237.56	PARK & RECREATI
CORE-MARK MIDCONTINENT I	POOL CONCESSIONS	06/04/2024	668.10	POOL (MEMORIAL)
CORE-MARK MIDCONTINENT I	POOL CONCESSIONS	06/07/2024	884.88	POOL (MEMORIAL)
CORE-MARK MIDCONTINENT I	POOL CONCESSIONS	06/07/2024	331.20	POOL (MEMORIAL)
CORE-MARK MIDCONTINENT I	PICKARD CONCESSIONS	06/07/2024	1,309.89	PARK & RECREATI
CORE-MARK MIDCONTINENT I	PICKARD CONCESSIONS	06/07/2024	397.56	PARK & RECREATI
Total CORE-MARK MIDCONTINENT INC:			3,829.19	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED CHURCH SB OFFICIAL	06/07/2024	96.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			96.00	
DEMCO EDUCATIONAL CORP				
DEMCO EDUCATIONAL CORP	MATERIALS & SUPPLIES	05/09/2024	62.31	LIBRARY FUND
Total DEMCO EDUCATIONAL CORP:			62.31	
DES MOINES METRO OPERA INC				
DES MOINES METRO OPERA INC	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	1,600.00	HILLCREST AVENU
Total DES MOINES METRO OPERA INC:			1,600.00	
DEYARMAN FORD OF INDIANOLA				
DEYARMAN FORD OF INDIANO	VEHICLE MAINTENANCE	05/08/2024	99.99	POLICE FUND
Total DEYARMAN FORD OF INDIANOLA:			99.99	
DIAM PEST CONTROL				
DIAM PEST CONTROL	PEST CONTROL	06/04/2024	89.00	WELLNESS CAMP
Total DIAM PEST CONTROL:			89.00	
DLH GRAFX				
DLH GRAFX	FIRE ACADEMY T-SHIRTS	05/28/2024	143.75	PARK & RECREATI
DLH GRAFX	PICKARD SPONSORSHIP BANNER	06/10/2024	86.00	PARK & RECREATI
Total DLH GRAFX:			229.75	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	NEW TIRE FOR 2019 F350	05/28/2024	297.48	PARK & RECREATI
DOWNEY TIRE PROS	NEW TIRE FOR 2024 RAM 2500 2WD	06/05/2024	250.48	PARK & RECREATI
Total DOWNEY TIRE PROS:			547.96	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	SWR DRAIN CLEANUP CITY HALL	05/31/2024	125.00	GENERAL FUND
DUST PROS JANITORIAL	JANITORIAL SUPPLIES CITY HALL	05/31/2024	192.00	GENERAL FUND
DUST PROS JANITORIAL	HEAVY DUTY DEGREESER	05/31/2024	20.00	FIRE FUND
DUST PROS JANITORIAL	JANITORIAL SERVICES	06/01/2024	1,450.00	LIBRARY FUND
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	06/01/2024	170.00	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,957.00	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	INSTALL RADIO EQUIPMENT - ENGINE 332	05/30/2024	1,832.06	VEHICLE AND EQU
Total ELECTRONIC ENGINEERING CO:			1,832.06	
FAREWAY STORE				
FAREWAY STORE	PICKARD WORKDAY WATER AND BUG SPRA	06/07/2024	23.43	PARK & RECREATI
FAREWAY STORE	POOL CONCESSIONS	06/07/2024	29.95	POOL (MEMORIAL)
Total FAREWAY STORE:			53.38	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
FAREWAY STORES INC				
FAREWAY STORES INC	EASEMENTS FOR K STREET CONSTRUCTIO	06/12/2024	450.00	SOUTH K STREET
Total FAREWAY STORES INC:			450.00	
GALLS LLC				
GALLS LLC	PEPPER SPRAY	03/11/2024	56.08	POLICE FUND
GALLS LLC	CAPTAIN BARS	03/21/2024	7.51	POLICE FUND
GALLS LLC	CSO EQUIPMENT	03/25/2024	584.42	POLICE FUND
GALLS LLC	PATCHES/SEWING	03/27/2024	20.97	POLICE FUND
GALLS LLC	CSO UNIFORMS	03/29/2024	369.01	POLICE FUND
GALLS LLC	CSO EQUIPMENT	04/02/2024	36.59	POLICE FUND
GALLS LLC	CSO UNIFORMS	04/04/2024	150.71	POLICE FUND
GALLS LLC	EAR PIECES	05/01/2024	100.86	POLICE FUND
GALLS LLC	CSO BODY ARMOR	05/20/2024	685.99	POLICE FUND
GALLS LLC	BODY ARMOR ROTATION	05/23/2024	685.99	POLICE FUND
GALLS LLC	GALLS CREDIT	02/27/2024	1,486.66	POLICE FUND
Total GALLS LLC:			1,211.47	
GRANT WRITING USA				
GRANT WRITING USA	8YNVRLG79JM TUITION - KELLER	03/27/2024	445.00	POLICE FUND
Total GRANT WRITING USA:			445.00	
GREATER DM CONVENTION & VISITORS BUREAU				
GREATER DM CONVENTION &	CVB CONTRIBUTION	06/01/2024	11,542.51	GENERAL FUND
Total GREATER DM CONVENTION & VISITORS BUREAU:			11,542.51	
GREGORY, CONNIE SUE				
GREGORY, CONNIE SUE	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	100.00	HILLCREST AVENU
Total GREGORY, CONNIE SUE:			100.00	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	05/30/2024	106.96	SEWER FUND
Total HACH COMPANY:			106.96	
HARMAN, JANE K REVOCABLE TRUST				
HARMAN, JANE K REVOCABLE	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	2,995.00	HILLCREST AVENU
Total HARMAN, JANE K REVOCABLE TRUST:			2,995.00	
HARRIS, DOUGLAS				
HARRIS, DOUGLAS	COED SB OFFICIAL	05/31/2024	128.00	PARK & RECREATI
HARRIS, DOUGLAS	COED SB OFFICIAL	06/07/2024	128.00	PARK & RECREATI
Total HARRIS, DOUGLAS:			256.00	
HOLLAND, PATRICK J/KARI S				
HOLLAND, PATRICK J/KARI S	EASEMENTS FOR WEST CLINTON CULVERT	06/12/2024	740.00	STORMWATER UTI
Total HOLLAND, PATRICK J/KARI S:			740.00	
IMU - UTILITIES				
IMU - UTILITIES	FIBER	06/01/2024	569.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMU - UTILITIES	TELEPHONE	06/01/2024	516.16	GENERAL FUND
IMU - UTILITIES	FIBER - N HOWARD	06/01/2024	53.39	CH BUILDING PRO
IMU - UTILITIES	UTILITIES - PICKARD YOUTH	06/01/2024	323.04	PARK & RECREATI
IMU - UTILITIES	UTILITIES - MCCORD	06/01/2024	87.09	PARK & RECREATI
IMU - UTILITIES	UTILITIES - MEMORIAL	06/01/2024	272.72	PARK & RECREATI
IMU - UTILITIES	STREETS SHOP UTILITIES	06/01/2024	377.14	ROAD USE TAX FU
IMU - UTILITIES	LIBRARY UTILITIES	06/01/2024	1,209.21	LIBRARY FUND
IMU - UTILITIES	UTILITIES - MOATS	06/01/2024	75.50	PARK & RECREATI
IMU - UTILITIES	UTILITIES - PICKARD CAMPGROUND	06/01/2024	654.08	PARK & RECREATI
IMU - UTILITIES	UTILITIES - BUXTON	06/01/2024	321.54	PARK & RECREATI
IMU - UTILITIES	UTILITIES - TRAILHEAD	06/01/2024	71.26	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - VMAC	06/01/2024	3,030.42	POOL (MEMORIAL)
IMU - UTILITIES	UTILITIES - SHOP	06/01/2024	262.62	PARK & RECREATI
IMU - UTILITIES	110 N HOWARD UTILITIES	06/01/2024	82.40	CH BUILDING PRO
IMU - UTILITIES	IMU UTILITIES - ADULT SB	06/01/2024	992.59	PARK & RECREATI
IMU - UTILITIES	N HOWARD UTILITIES	06/01/2024	1,083.59	CH BUILDING PRO
IMU - UTILITIES	UTILITIES - BARKER	06/01/2024	43.69	PARK & RECREATI
IMU - UTILITIES	BUXTON OFFICES UTILITIES	06/01/2024	206.25	GENERAL FUND
IMU - UTILITIES	UTILITIES CITY HALL	06/01/2024	4,041.99	GENERAL FUND
IMU - UTILITIES	RENEWABLE ENERGY	06/01/2024	53.00	FIRE FUND
IMU - UTILITIES	STREETLIGHTS	06/01/2024	11,526.98	ROAD USE TAX FU
IMU - UTILITIES	LIFT STATION ELECTRIC/FIBER	06/01/2024	6,401.46	SEWER FUND
IMU - UTILITIES	WRRF/WPC ELECTRIC/FIBER	06/01/2024	2,137.76	SEWER FUND
IMU - UTILITIES	ELECTRIC, WATER, FIBER, CABLE	06/01/2024	11,714.74	WELLNESS CAMP
IMU - UTILITIES	FIRE UTILITIES	06/01/2024	48.67	FIRE FUND
IMU - UTILITIES	FIRE UTILITIES	06/01/2024	222.58	FIRE FUND
IMU - UTILITIES	IMU UTILITIES - ACTIVITY CENTER	06/01/2024	659.70	PARK & RECREATI
IMU - UTILITIES	UTILITIES - DOWNEY(DOG PARK)	06/01/2024	65.70	PARK & RECREATI
Total IMU - UTILITIES:			47,104.27	
INDEPENDENT ADVOCATE				
INDEPENDENT ADVOCATE	20240520 CC MINUTES	05/29/2024	396.81	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1736	05/29/2024	50.00	GENERAL FUND
Total INDEPENDENT ADVOCATE:			446.81	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES JUNE 2024 - SEWER	06/03/2024	6,100.00	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES JUNE 2024 - STORM WAT	06/03/2024	3,260.66	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES JUNE 2024 - RECYCLING	06/03/2024	1,000.00	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	CC PROCESSING FEE JUNE 2024 - SEWER	06/05/2024	1,978.35	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	CC PROCESSING FEE JUNE 2024 - STORM	06/05/2024	112.40	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	CC PROCESSING FEE JUNE 2024 - RECYCLI	06/05/2024	157.37	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	NEW STREETLIGHTS FOR HILLCREST AVEN	06/11/2024	41,807.70	HILLCREST AVENU
Total INDIANOLA MUNICIPAL UTILITIES:			54,416.48	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFETY	IOWA SYSTEM - CONTRACT OCT - DEC 2023	12/04/2023	1,116.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			1,116.00	
IOWA DOWNTOWN RESOURCE CENTER				
IOWA DOWNTOWN RESOURCE	2024 CONFERENCE - LESLIE HELD	06/04/2024	195.00	GENERAL FUND
IOWA DOWNTOWN RESOURCE	2024 CONFERENCE - EMILY RIZVIC	06/04/2024	195.00	GENERAL FUND
IOWA DOWNTOWN RESOURCE	2024 CONFERENCE - BEN REEVES	06/04/2024	185.00	GENERAL FUND
IOWA DOWNTOWN RESOURCE	2024 CONFERENCE - STEVE RICHARDSON	06/04/2024	175.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA DOWNTOWN RESOURCE	2024 CONFERENCE - STEPHANIE ERICKSO	06/04/2024	175.00	GENERAL FUND
Total IOWA DOWNTOWN RESOURCE CENTER:			925.00	
IOWA LEAGUE OF CITIES				
IOWA LEAGUE OF CITIES	GRANT FINDER SUBSCRIPTION	05/15/2024	100.00	GENERAL FUND
Total IOWA LEAGUE OF CITIES:			100.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	WORK SHIRTS	06/07/2024	222.18	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			222.18	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	PLANNING & ZONING - RICH PIPER	04/30/2024	55.00	GENERAL FUND
IOWA STATE UNIVERSITY	PLANNING & ZONING - JAKE VICE	04/30/2024	55.00	GENERAL FUND
Total IOWA STATE UNIVERSITY:			110.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WTR MGMT LIBRARY	06/01/2024	49.50	LIBRARY FUND
IOWA WATER MANAGEMENT C	WTR MGMT MUNICIPAL	06/01/2024	165.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			214.50	
IOWA-DES MOINES SUPPLY INC.				
IOWA-DES MOINES SUPPLY IN	SUPPLIES - MAINTENANCE	05/29/2024	173.31	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	SUPPLIES - MEMBERSHIP	05/29/2024	531.65	WELLNESS CAMP
Total IOWA-DES MOINES SUPPLY INC.:			704.96	
JAKES, JOHN				
JAKES, JOHN	PEER SUPPORT TRAINING	05/31/2024	313.94	FIRE FUND
Total JAKES, JOHN:			313.94	
JAYBIRD HOLDINGS (INDIANOLA) LLC				
JAYBIRD HOLDINGS (INDIANOL	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	650.00	HILLCREST AVENU
Total JAYBIRD HOLDINGS (INDIANOLA) LLC:			650.00	
JEREMIAH M SEGER				
JEREMIAH M SEGER	DRIVEWAY RECONSTRUCTION AT 701 W BO	06/11/2024	3,000.00	REAL PROPERTY I
Total JEREMIAH M SEGER:			3,000.00	
JP PARTY RENTALS				
JP PARTY RENTALS	BIKE FEST INFLATABLES AND DUNK TANK	05/31/2024	1,938.75	PARK & RECREATI
Total JP PARTY RENTALS:			1,938.75	
KARL EMERGENCY VEHICLES				
KARL EMERGENCY VEHICLES	70739 SPECIALIZED EQUIPMENT	05/15/2024	786.26	POLICE FUND
KARL EMERGENCY VEHICLES	70283 SPECIALIZED EQUIPMENT	05/30/2024	831.14	POLICE FUND
Total KARL EMERGENCY VEHICLES:			1,617.40	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
KELLY, JACOB				
KELLY, JACOB	COED SB OFFICIAL	06/07/2024	128.00	PARK & RECREATI
Total KELLY, JACOB:			128.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	KEYSTONE TESTING	05/31/2024	3,074.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			3,074.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES	05/29/2024	112.00	ROAD USE TAX FU
LAWSON PRODUCTS	SHOP SUPPLIES	05/31/2024	72.70	ROAD USE TAX FU
Total LAWSON PRODUCTS:			184.70	
LIONHEART ALLIANCE LLC				
LIONHEART ALLIANCE LLC	SRT EQUIPMENT	07/26/2023	850.65	POLICE FUND
LIONHEART ALLIANCE LLC	SRT EQUIPMENT	10/13/2023	428.68	POLICE FUND
Total LIONHEART ALLIANCE LLC:			1,279.33	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	SCREED END	06/03/2024	350.00	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			350.00	
MACQUEEN EQUIPMENT LLC				
MACQUEEN EQUIPMENT LLC	CAMERA WHEELS	06/03/2024	1,300.00	SEWER FUND
MACQUEEN EQUIPMENT LLC	CAMERA GAS	05/29/2024	58.45	SEWER FUND
MACQUEEN EQUIPMENT LLC	RAM NOZZLE ENGINE 332	06/06/2024	2,903.00	VEHICLE AND EQU
MACQUEEN EQUIPMENT LLC	SHIPPING	06/06/2024	19.17	FIRE FUND
Total MACQUEEN EQUIPMENT LLC:			4,280.62	
MARTIN'S FLAG COMPANY				
MARTIN'S FLAG COMPANY	IWC FLAG	06/07/2024	154.63	MAINTENANCE
Total MARTIN'S FLAG COMPANY:			154.63	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	MEDICAL OXYGEN	05/31/2024	140.91	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			140.91	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	ANCHOR CABLE FOR PICNIC BENCH CITY H	05/30/2024	8.24	FIRE FUND
MCCOY HARDWARE INC	VMAC CLEANING SUPPLIES	05/30/2024	21.57	POOL (MEMORIAL)
MCCOY HARDWARE INC	PICKARD BANNER CABLE TIES	05/30/2024	79.16	PARK & RECREATI
MCCOY HARDWARE INC	111 S BUX - FUSES	05/30/2024	5.39	MAINTENANCE
MCCOY HARDWARE INC	111 S BUX - FUSES	05/31/2024	5.39	MAINTENANCE
MCCOY HARDWARE INC	VMAC HARDWARE	05/31/2024	74.68	POOL (MEMORIAL)
MCCOY HARDWARE INC	VMAC HARDWARE	05/31/2024	27.52	POOL (MEMORIAL)
MCCOY HARDWARE INC	VMAC SIGN	06/02/2024	25.60	POOL (MEMORIAL)
MCCOY HARDWARE INC	111 S BUX - THERMOSTATE WIRE	06/03/2024	13.28	MAINTENANCE
MCCOY HARDWARE INC	TOOLS	06/04/2024	18.89	MAINTENANCE
MCCOY HARDWARE INC	VMAC KEY	06/04/2024	2.06	POOL (MEMORIAL)
MCCOY HARDWARE INC	MISC. HARDWARE	06/05/2024	4.57	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MCCOY HARDWARE INC	POOL PIPE REPAIRS	06/10/2024	15.46	POOL (MEMORIAL)
Total MCCOY HARDWARE INC:			301.81	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED SB OFFICIAL	05/31/2024	128.00	PARK & RECREATI
MCINTYRE, CRAIG	COED CHURCH SB OFFICIAL	06/07/2024	96.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			224.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	05/17/2024	54.82	LIBRARY FUND
MID AMERICAN ENERGY CO.	VMAC UTILITIES	05/22/2024	8.01	POOL (MEMORIAL)
Total MID AMERICAN ENERGY CO.:			62.83	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	VMAC CEILING FANS REPAIRS	05/30/2024	3,111.23	POOL (MEMORIAL)
MILLER ELECTRICAL SERVICE	PICKARD LIGHT POLE REPAIRS	06/10/2024	681.51	PARK & RECREATI
Total MILLER ELECTRICAL SERVICES:			3,792.74	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	BACKFLOW PIPE FOR STREET SWEEPER	06/10/2024	65.04	ROAD USE TAX FU
Total MUNICIPAL SUPPLY INC:			65.04	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - CITY MGR	05/03/2024	94.00	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - HR	05/03/2024	164.81	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IT	05/03/2024	311.95	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FINANCE/CLERK	05/03/2024	286.78	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - COMM DEV	05/03/2024	311.54	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - STREETS	05/03/2024	618.22	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - POLICE	05/03/2024	1,976.84	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FIRE	05/03/2024	185.10	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - AMBULANCE	05/03/2024	1,048.87	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - P&R	05/03/2024	350.54	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - PARKS	05/03/2024	262.40	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - LIBRARY	05/03/2024	344.80	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - SEWER	05/03/2024	436.16	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IWC	05/03/2024	230.09	WELLNESS CAMP
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - EE LIABILITY	05/03/2024	1,519.67	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - CITY MGR	05/14/2024	91.21	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	05/14/2024	182.42	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	05/14/2024	153.26	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	05/14/2024	175.07	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - COMM DEV	05/14/2024	156.64	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - STREETS	05/14/2024	569.42	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - POLICE	05/14/2024	1,287.66	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	05/14/2024	127.09	FIRE FUND
MUTUAL OF OMAHA	DENTAL - AMBULANCE	05/14/2024	720.18	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - P&R	05/14/2024	266.28	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - PARKS	05/14/2024	131.45	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - LIBRARY	05/14/2024	222.66	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - SEWER	05/14/2024	445.32	SEWER FUND
MUTUAL OF OMAHA	DENTAL - IWC	05/14/2024	164.83	WELLNESS CAMP
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	05/14/2024	1,617.72	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	DENTAL - EE LIABILITY ADJ	05/14/2024	115.24	GENERAL FUND
Total MUTUAL OF OMAHA:			14,568.22	
NAPA AUTO PARTS				
NAPA AUTO PARTS	111 S BUXTON - FURNACE FUSES	06/03/2024	3.14	MAINTENANCE
Total NAPA AUTO PARTS:			3.14	
NORWALK READY-MIXED CONCRETE INC				
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 901 N 14 ST	05/29/2024	1,660.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 901 N 14 ST	05/30/2024	1,386.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 901 N 14 ST	05/31/2024	2,407.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 902 N 14TH ST	06/03/2024	2,490.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 902 N 14TH ST	06/04/2024	2,116.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	2,100.00	HILLCREST AVENU
Total NORWALK READY-MIXED CONCRETE INC:			12,159.50	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	WASHER FLUID- COM DEV	05/30/2024	20.00	GENERAL FUND
O'REILLY AUTO PARTS	AIR, OIL FILTERS FOR KUBOTA F3990 MOWE	05/31/2024	70.76	PARK & RECREATI
O'REILLY AUTO PARTS	WIPER FLUID	06/04/2024	19.74	POLICE FUND
O'REILLY AUTO PARTS	WIPER FLUID	06/05/2024	19.74	POLICE FUND
Total O'REILLY AUTO PARTS:			130.24	
OXFORD TREE SERVICE				
OXFORD TREE SERVICE	TREE REMOVAL AND STUMP GRIND - 1007	06/04/2024	832.50	PARK & RECREATI
OXFORD TREE SERVICE	TREE REMOVAL AND STUMP GRIND - 604 W	06/04/2024	1,378.25	PARK & RECREATI
OXFORD TREE SERVICE	TREE REMOVAL AND STUMP GRIND - MOAT	06/04/2024	2,682.50	PARK & RECREATI
Total OXFORD TREE SERVICE:			4,893.25	
PEPSI BEVERAGES COMPANY				
PEPSI BEVERAGES COMPANY	POOL CONCESSIONS	06/07/2024	1,660.56	POOL (MEMORIAL)
PEPSI BEVERAGES COMPANY	PICKARD CONCESSIONS	06/07/2024	923.46	PARK & RECREATI
Total PEPSI BEVERAGES COMPANY:			2,584.02	
PER MAR SECURITY				
PER MAR SECURITY	ACTIVITY CENTER FIRE ALARM MONITORIN	06/08/2024	242.88	PARK & RECREATI
Total PER MAR SECURITY:			242.88	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	PEST CONTROL	05/30/2024	53.50	ROAD USE TAX FU
Total PERFECTION PEST MANAGEMENT:			53.50	
PHILLIPS' FLOORS INC				
PHILLIPS' FLOORS INC	GYM FLOOR AND PAINTING PICKLEBALL CO	04/08/2024	4,830.00	WELLNESS CAMP
Total PHILLIPS' FLOORS INC:			4,830.00	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIRS TO HOSE REEL	06/06/2024	34.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PIERCE BROTHERS REPAIR:			34.00	
PITNEY BOWES				
PITNEY BOWES	QUARTERLY RENTAL	06/10/2024	165.54	GENERAL FUND
Total PITNEY BOWES:			165.54	
PLAYAWAY PRODUCTS LLC				
PLAYAWAY PRODUCTS LLC	BOOKS	05/13/2024	115.98	LIBRARY FUND
PLAYAWAY PRODUCTS LLC	BOOKS	05/16/2024	58.99	LIBRARY FUND
PLAYAWAY PRODUCTS LLC	BOOKS	05/23/2024	539.94	LIBRARY FUND
Total PLAYAWAY PRODUCTS LLC:			714.91	
PROIMAGE SIGN & LIGHTING				
PROIMAGE SIGN & LIGHTING	PICKARD SPONSOR SIGNS	05/31/2024	336.00	PARK & RECREATI
Total PROIMAGE SIGN & LIGHTING:			336.00	
PROSCREENING LLC				
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - IWC	06/01/2024	492.00	WELLNESS CAMP
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - PARKS A	06/01/2024	48.00	PARK & RECREATI
Total PROSCREENING LLC:			540.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	STAFF AND VOLUNTEER BACKGROUND CH	06/01/2024	148.50	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			148.50	
PURCHASE POWER				
PURCHASE POWER	5/29/24 POSTAGE REFILL	05/29/2024	500.00	GENERAL FUND
Total PURCHASE POWER:			500.00	
QUALITY PLUMBING				
QUALITY PLUMBING	PLUMBING REPAIR	05/02/2024	1,981.83	LIBRARY FUND
Total QUALITY PLUMBING:			1,981.83	
RAFFETY, JACKIE				
RAFFETY, JACKIE	MAY 2024 CELL	06/06/2024	50.00	GENERAL FUND
Total RAFFETY, JACKIE:			50.00	
RT'S LAWN & LANDSCAPE LLC				
RT'S LAWN & LANDSCAPE LLC	MOWING - 210 N JEFFERSON WAY - ABATE	05/30/2024	110.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - 801 E 1ST AVE - ABATEMENT	05/30/2024	110.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - 403 W CLINTON - ABATEMENT	05/30/2024	110.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - 1001 N L ST - ABATEMENT	05/30/2024	137.50	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - 1301 W 14TH AVE - ABATEMENT	05/30/2024	165.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - 404 S B ST - ABATEMENT	05/30/2024	220.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	MOWING - PARCEL #49000000341 - ABATEM	06/06/2024	110.00	GENERAL FUND
Total RT'S LAWN & LANDSCAPE LLC:			962.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SHI INTERNATIONAL CORP				
SHI INTERNATIONAL CORP	3 YEAR SUPPORT	01/24/2023	2,385.00	GENERAL FUND
SHI INTERNATIONAL CORP	ADOBE PRO RENEWAL X14	05/31/2024	1,987.16	GENERAL FUND
Total SHI INTERNATIONAL CORP:			4,372.16	
SIMPSON COLLEGE				
SIMPSON COLLEGE	ZONE WORK STUDY STAFF	06/11/2024	562.56	PARK & RECREATI
Total SIMPSON COLLEGE:			562.56	
SMITH'S SEWER SERVICE				
SMITH'S SEWER SERVICE	SWR DRAIN CITY HALL CLEANUP	06/05/2024	409.00	GENERAL FUND
Total SMITH'S SEWER SERVICE:			409.00	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	SOUTH K STREET PAVING	05/31/2024	35,750.00	SOUTH K STREET
SNYDER & ASSOCIATES INC	WEST CLINTON CULVERT REPLACEMENT -	05/31/2024	5,011.75	STORMWATER UTI
SNYDER & ASSOCIATES INC	HILLCREST AVE ENGINEERING`	05/31/2024	13,519.60	HILLCREST AVENU
SNYDER & ASSOCIATES INC	GIS SURVEY	05/31/2024	874.75	STORMWATER UTI
SNYDER & ASSOCIATES INC	STREET ISSUES	05/31/2024	6,452.03	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	05/31/2024	820.50	STORMWATER UTI
SNYDER & ASSOCIATES INC	NORTH JEFFERSON WAY TRAIL PROJECT	05/31/2024	550.96	CAPITAL PROJECT
SNYDER & ASSOCIATES INC	SITE PLAN REVIEWS	05/31/2024	96.00	GENERAL FUND
SNYDER & ASSOCIATES INC	SCHOOLYARD STORMWATER REVIEW	05/31/2024	3,760.50	GENERAL FUND
SNYDER & ASSOCIATES INC	TRAFFIC STUDY ON US65/69 & HWY 92	05/31/2024	5,543.00	ROAD USE TAX FU
Total SNYDER & ASSOCIATES INC:			72,379.09	
SOUTH CENTRAL IOWA LANDFILL				
SOUTH CENTRAL IOWA LANDFI	TRASH FOR SPRING CLEAN UP	05/31/2024	29.00	GENERAL FUND
Total SOUTH CENTRAL IOWA LANDFILL:			29.00	
SPIKER, JAMES/WANDA				
SPIKER, JAMES/WANDA	EASEMENTS FOR HILLCREST AVE CONSTR	06/12/2024	1,760.00	HILLCREST AVENU
Total SPIKER, JAMES/WANDA:			1,760.00	
SPORTSMAN SOLUTIONS LC				
SPORTSMAN SOLUTIONS LC	PICKARD SPONSORSHIPS	06/03/2024	2,392.50	PARK & RECREATI
Total SPORTSMAN SOLUTIONS LC:			2,392.50	
STONE, GARY R/KAREN M				
STONE, GARY R/KAREN M	EASEMENTS FOR WEST CLINTON CULVERT	06/12/2024	75.00	STORMWATER UTI
Total STONE, GARY R/KAREN M:			75.00	
SULLIVAN, THOMAS CHRISTOPHER				
SULLIVAN, THOMAS CHRISTOP	EASEMENTS FOR WEST CLINTON CULVERT	06/12/2024	686.00	STORMWATER UTI
Total SULLIVAN, THOMAS CHRISTOPHER:			686.00	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES INC	OUTDOOR MOVIE LICENSING - TROLLS AND	05/31/2024	1,015.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SWANK MOTION PICTURES INC.:			1,015.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL	05/24/2024	118.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			118.00	
TE FORENSICS LLC				
TE FORENSICS LLC	STRUCTURAL REPORT SERVICES - CIP	04/20/2024	1,900.00	CAPITAL PROJECT
Total TE FORENSICS LLC:			1,900.00	
THEISEN'S				
THEISEN'S	PPE	04/27/2024	57.97	ROAD USE TAX FU
THEISEN'S	FURNACE GAS KEY	04/30/2024	6.99	SEWER FUND
THEISEN'S	CHLORINE TABLETS FOR BUXTON FOUNTAI	05/30/2024	34.99	PARK & RECREATI
THEISEN'S	MOTOR OIL, HYDRAULIC FLUID, GREASE	05/31/2024	207.74	PARK & RECREATI
THEISEN'S	PLANTS FOR CHILDREN'S GARDEN	06/04/2024	13.25	PARK & RECREATI
THEISEN'S	PLANTS FOR BUXTON	06/05/2024	116.80	PARK & RECREATI
Total THEISEN'S:			437.74	
TOMETICH ENGINEERING INC				
TOMETICH ENGINEERING INC	STREETS	05/31/2024	2,400.00	MAINTENANCE
Total TOMETICH ENGINEERING INC:			2,400.00	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	06/01/2024	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	386.54	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	FIRE FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	WELLNESS CAMP
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY MTG MAY 2024	05/29/2024	11.54	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			478.86	
TULIP APARTMENT GROUP INC				
TULIP APARTMENT GROUP INC	EASEMENTS FOR K STREET CONSTRUCTIO	06/12/2024	2,500.00	SOUTH K STREET
Total TULIP APARTMENT GROUP INC:			2,500.00	
U.S. POSTMASTER				
U.S. POSTMASTER	BOX RENT 2024	06/06/2024	410.00	GENERAL FUND
Total U.S. POSTMASTER:			410.00	
ULINE				
ULINE	VMAC NAPKIN HOLDERS	05/29/2024	79.66	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ULINE:			79.66	
UNIQUE MANAGEMENT SERVICES INC				
UNIQUE MANAGEMENT SERVI	04-16 PLACEMENTS	05/01/2024	65.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES INC:			65.00	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	DOT DRUG SCREEN - ELWELL, ANDERS	05/31/2024	132.00	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	DOT DRUG SCREEN - HART, WOOD	05/31/2024	182.00	SEWER FUND
Total UPHDM OCCUPATIONAL MEDICINE:			314.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	POLISHING POND VALVE MAINTENANCE	06/03/2024	175.00	SEWER FUND
Total VANDERPOOL CONSTRUCTION:			175.00	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON WRRF - LOCATE LAPTOP	05/26/2024	40.03	SEWER FUND
Total VERIZON WIRELESS:			40.03	
VLIEGER, NANCY				
VLIEGER, NANCY	UNIFORMS/SEWING	06/10/2024	108.00	POLICE FUND
Total VLIEGER, NANCY:			108.00	
WALDINGER CORPORATION, THE				
WALDINGER CORPORATION, T	QUARTERLY PREVENTATIVE MAINTENANCE	06/03/2024	5,733.00	WELLNESS CAMP
Total WALDINGER CORPORATION, THE:			5,733.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	WESLEY LIFE PUD ORD	05/31/2024	97.00	GENERAL FUND
WARREN COUNTY RECORDER	CHARRON LOT TIE	05/31/2024	27.00	GENERAL FUND
WARREN COUNTY RECORDER	SO K GRADE ORD	05/31/2024	47.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			171.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	DISPATCH SERVICES	04/08/2024	39,800.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			39,800.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING	05/03/2024	8.99	LIBRARY FUND
WASTE MANAGEMENT OF IOW	BRUSH FACILITY - LEAF/YARD WASTE DISP	06/03/2024	730.00	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			738.99	
WATERLOO TENT & TARP				
WATERLOO TENT & TARP	POOL CANOPY REPAIRS	05/30/2024	336.47	POOL (MEMORIAL)
Total WATERLOO TENT & TARP:			336.47	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WHARTON, DEREK/TRACI				
WHARTON, DEREK/TRACI	EASEMENTS FOR WEST CLINTON CULVERT	06/12/2024	5,008.50	STORMWATER UTI
Total WHARTON, DEREK/TRACI:			5,008.50	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - MEMORIAL AQUATI	06/01/2024	95.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	06/01/2024	50.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	06/01/2024	1,020.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			1,165.00	
WOOD ROOFING COMPANY				
WOOD ROOFING COMPANY	ROOF REPAIR	05/20/2024	508.90	LIBRARY FUND
Total WOOD ROOFING COMPANY:			508.90	
WOOSLEY LANDSCAPING & MOWING LLC				
WOOSLEY LANDSCAPING & M	WRRF/LIFT STATION MOWING	06/03/2024	3,285.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING LLC:			3,285.00	
Grand Totals:			443,315.10	

City Council: _____



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Approval of Minutes of the June 3, 2024 meeting.

Recommendation: Simple motion is in order.

Attachments:

1.	20240603 CC Minutes
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CITY OF INDIANOLA COUNCIL MEETING

June 3, 2024

6:00 PM

City Council Chambers
110 N 1st Street, Indianola, IA
Minutes

Call to Order

The Indianola City Council met in regular session at 6:00 PM on June 3, 2024, in the City Hall Council Chambers. Mayor Stephanie Erickson called the meeting to order and on roll call the following members were present: Steve Richardson, Josh Rabe, Ron Dalby, Mellisa Sones, Steve Armstrong. Absent: Christina Beach.

Public Comment

Timothy Paterson, 1305 E 1st Ave, spoke regarding animal ordinances.

Consent Agenda

The resolution regarding the Wonder on Buxton project was pulled from the consent agenda by Council Member Sones. Council Member Dalby moved to approve the Consent Agenda, with the approval of the agenda including switching the order of old and new business, and Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the prior meetings on May 20, 2024.
- Resolution 2024-116 setting a public hearing for June 17, 2024, at 6:00 p.m. regarding a third amendment to the Fiscal Year 24 budget.
- Resolution 2024-117 setting a hearing for June 17, 2024, at 6:00 p.m. regarding the determination of a nuisance at 911 North C Street.
- Resolution 2024-118 setting a public hearing for July 1, 2024, at 6:00 p.m. regarding an amendment to Section 165.06, Zoning Regulations: Site Plan Regulations and Procedures of the Code of Ordinances of Indianola, Iowa.
- Resolution 2024-119 setting a public hearing for July 1, 2024, at 6:00 p.m. regarding an amendment to Section 165.09, Zoning Regulations: Building Design Standards of the Code of Ordinances of Indianola, Iowa.
- Consideration of the approval of a Home Base Iowa Incentive Application from Marvin Slagg and authorization of a handwritten warrant in the amount of \$1500.00.
- Consideration of the approval of a new liquor license for the Des Moines Metro Opera.
- Consideration of the approval of a renewal liquor license for Casey's General Store #1908.

- Consideration of the approval of a renewal liquor license for Casey's General Store #1623.
- Consideration of the approval of a renewal liquor license for Sodexo Management, Inc., pending final approval by the Fire Department.
- Resolution 2024-120 approving the sale of a portion of the north/south alley located east of the 100 block of South 1st Street and west of the 100 block of South Jefferson Way.
- Resolution 2024-121 approving the granting of various easements on a portion of the north/south alley located east of the 100 block of South 1st Street and west of the 100 block of South Jefferson Way.
- Resolution 2024-122 approving annual salaries.
- Resolution 2024-123 authorizing an agreement with OPG-3.
- Resolution 2024-125 declaring emergency conditions on city property and authorizing emergency repairs.
- Resolution 2024-126 referring a zoning code amendment request regarding allowable uses in the C-3, Downtown Commercial Zoning District to the Planning and Zoning Commission.
- Resolution 2024-127 authorizing the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract and the associated required acknowledgment of environmental review requirements.
- Approval of Urban Revitalization Designations
- Resolution 2024-128 approving salaries.

Council Member Armstrong moved to approve Resolution 2024-124 approving sculpture locations, wind banner locations and sidewalk inlay locations for the Wonder on Buxton Project and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Sones, due to a conflict of interest.

Council Reports

Council Member Richardson reported on the nuisance abatement conference.

Mayor's Report

Mayor Erickson extended congratulations to the Community Development Department on the Main Street designation application and CDB grant. She invited the public to Bike Fest on Saturday.

New Business

Council Member Rabe moved to approve the first consideration of an ordinance amending the Subdivision Regulations of Chapter 170 of the Code of Ordinances of Indianola, Iowa and Sones seconded it. Chris Shires, Confluence, reviewed the proposed subdivision regulation code amendments. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSENT: Beach. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones moved to approve the first consideration of an ordinance adding Chapter 171, Parkland Dedication, to the Code of Ordinances of Indianola, Iowa and Rabe seconded it. Shires explained the proposed ordinance. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSENT: Beach. Whereas the Mayor declared the motion carried unanimously.

Council Member Rabe moved to approve the first consideration of an ordinance adding

Chapter 172, Stream Buffer Protection, to the Code of Ordinances of Indianola, Iowa and Dalby seconded it. Shires discussed the proposed ordinance. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSENT: Beach. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones moved to approve Resolution 2024-129 approving a Public Right-of-way Lease with The Concession Stand, located at 201 North Buxton Street and Armstrong seconded it. In discussion, Deputy City Manager Charlie Dissell provided more information on the lease. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Old Business

Council Member Dalby moved to open the public hearing regarding various amendments to Chapter 165, Zoning Regulations and Armstrong seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell explained the proposed amendments to Chapter 165, Zoning Regulations.

It was moved by Rabe and seconded by Dalby to close the public hearing. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to approve the first consideration of ordinance regarding various amendments to Chapter 165, Zoning Regulations and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSENT: Beach. Whereas the Mayor declared the motion carried unanimously.

Other Business

City Manager Ben Reeves reported on notable work from the Community Development Department and gave an update on street projects. Dissell stated a survey regarding a chicken ordinance is available for the public to take. Council Member Richardson asked for staff and council to complete a legislative feedback survey.

The Council tentatively set June 27 at 6 PM as a special meeting date.

Adjourn

The meeting was adjourned at 7:05 PM on a motion by Armstrong and seconded by Sones. 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: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution setting a public hearing on Monday, July 1, 2024 at 6 PM regarding application for a right-of-way vacation and conveyance of an alley located west of a residence located at 705 North Howard Street and located in Block 27 of College Addition, Indianola, Warren County, Iowa.

Introduction:

Background: At its meeting on June 17, the City Council will be asked to set a public hearing for an application for a right-of-way vacation and conveyance of a portion of alley located west of a residence located at 705 North Howard Street. This alley is unimproved. At its meeting on June 11, the Planning and Zoning Commission reviewed this item and recommended the request be approved. If the public hearing is set by the Council, staff will present all application materials and recommendations at that meeting.

Discussion:

Budget Impact:

Recommendation: Staff recommends a hearing be set for 6 PM on Monday, July 1, 2024.

Attachments:

1.	Bachof Vacation Public Hearing Notice
2.	RESOLUTION Bachof Vacation

**NOTICE OF A PUBLIC HEARING ON MONDAY, JULY 1, 2024, AT 6:00 PM
REGARDING AN APPLICATION FOR A RIGHT-OF-WAY VACATION AND
CONVEYANCE OF AN ALLEY LOCATED WEST OF A RESIDENCE LOCATED AT
705 NORTH HOWARD STREET AND LOCATED IN BLOCK 27 OF COLLEGE
ADDITION, INDIANOLA, WARREN COUNTY, IOWA.**

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO, UNDER THE
PROVISIONS OF SECTION 364.7, *CODE OF IOWA*, MAY BE ENTITLED TO NOTICE
OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PROPERTY WITHIN
THE CITY OF INDIANOLA, IOWA.**

NOTICE IS HEREBY GIVEN that on the 1st day of July, 2024, at 6:00 P.M., in the Council Chambers of the Municipal Building, 110 North 1st Street, Indianola, Iowa, a public hearing will be held by the City Council of the City of Indianola, Iowa, in connection with the proposed Ordinance for a right-of-way vacation and conveyance of an alley located west of a residence located at 705 North Howard Street and located in Block 27 of College Addition, Indianola, Warren County, Iowa, and the same is deemed appropriate for transfer to adjacent property owners.

A resolution further proposes that the above referenced properties be conveyed to said adjacent property owners. Said conveyances will be by Quit Claim Deed.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of said right-of-way as described above will come on for hearing and be heard before the City Council of the City of Indianola, Iowa, at the time and place aforesaid and that at such time and place, all parties in interest and citizens shall have an opportunity to be heard.

This Notice is published by order of the City Council of the City of Indianola, Iowa on June 25, 2024.

\\s\\Jackie Raffety, City Clerk

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION SETTING A PUBLIC HEARING ON MONDAY, JULY 1, 2024, AT 6 PM
REGARDING APPLICATION FOR A RIGHT-OF-WAY VACATION AND CONVEYANCE OF
AN ALLEY LOCATED WEST OF A RESIDENCE LOCATED AT 705 NORTH HOWARD
STREET AND LOCATED IN BLOCK 27 OF COLLEGE ADDITION,
INDIANOLA, WARREN COUNTY, IOWA**

WHEREAS, the City of Indianola, Iowa owns right-of-way for an alley located west of a residence located at 705 North Howard Street and located in Block 27 of College Addition, Indianola, Warren County, Iowa; and

WHEREAS, the City of Indianola, Iowa, wishes to vacate said portion of right-of-way in accordance with Iowa Code and the Code of Ordinances of Indianola, Iowa; and

WHEREAS, this alley is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified, and the proposed vacation will not deny owners of property abutting on alley reasonable access to their property; and

WHEREAS, the Planning and Zoning recommended Council approval of the proposal to vacate and transfer; and

WHEREAS, a public hearing should now be set for consideration of the vacation of said right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance to vacate said right-of-way is set for 6:00 PM, on the 1st day of July 2024. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution setting a public hearing on Monday, July 1, 2024, at 6:00 PM regarding an application for a right-of-way vacation and conveyance of an alley located south and west of the Indianola Public Library located at 207 North B Street and located in Block 6 of the Original Town Plat of Indianola, Warren County, Iowa.

Introduction:

Background: At its meeting on June 17, the City Council will be asked to set a public hearing for an application for a right-of-way vacation and conveyance of a portion of alley located south and west of the Indianola Public Library located at 207 North B Street. This alley is used for access to the Indianola Public Library. At its meeting on June 11, the Planning and Zoning Commission reviewed this item and recommended the request be approved. If the public hearing is set by the Council, staff will present all application materials and recommendations at that meeting.

Discussion:

Budget Impact:

Recommendation: Staff recommends a hearing be set for 6 PM on Monday, July 1, 2024.

Attachments:

1.	Library Vacation Public Hearing Notice
2.	RESOLUTION Library Vacation

**NOTICE OF A PUBLIC HEARING ON MONDAY, JULY 1, 2024, AT 6:00 PM
REGARDING AN APPLICATION FOR A RIGHT-OF-WAY VACATION AND
CONVEYANCE OF AN ALLEY LOCATED SOUTH AND WEST OF THE INDIANOLA
PUBLIC LIBRARY LOCATED AT 207 NORTH B STREET AND LOCATED IN
BLOCK 6 OF THE ORIGINAL TOWN PLAT OF INDIANOLA, WARREN COUNTY,
IOWA.**

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO, UNDER THE
PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE
OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PROPERTY WITHIN
THE CITY OF INDIANOLA, IOWA.**

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A resolution further proposes that the above referenced properties be conveyed to said adjacent property owners. Said conveyances will be by Quit Claim Deed.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of said right-of-way as described above will come on for hearing and be heard before the City Council of the City of Indianola, Iowa, at the time and place aforesaid and that at such time and place, all parties in interest and citizens shall have an opportunity to be heard.

This Notice is published by order of the City Council of the City of Indianola, Iowa on June 25, 2024.

\\s\\Jackie Raffety, City Clerk

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION SETTING A PUBLIC HEARING ON MONDAY, JULY 1, 2024, AT 6:00 PM
REGARDING AN APPLICATION FOR A RIGHT-OF-WAY VACATION AND CONVEYANCE
OF AN ALLEY LOCATED SOUTH AND WEST OF THE INDIANOLA PUBLIC LIBRARY
LOCATED AT 207 NORTH B STREET AND LOCATED IN BLOCK 6 OF THE ORIGINAL
TOWN PLAT OF INDIANOLA, WARREN COUNTY, IOWA**

WHEREAS, the City of Indianola, Iowa owns right-of-way for an alley located south and west of the Indianola Public Library located at 207 North B Street and located in Block 6 of the Original Town Plat of Indianola, Warren County, Iowa; and

WHEREAS, the City of Indianola, Iowa, wishes to vacate said portion of right-of-way in accordance with Iowa Code and the Code of Ordinances of Indianola, Iowa; and

WHEREAS, this alley is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified, and the proposed vacation will not deny owners of property abutting on alley reasonable access to their property; and

WHEREAS, the Planning and Zoning recommended Council approval of the proposal to vacate and transfer; and

WHEREAS, a public hearing should now be set for consideration of the vacation of said right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance to vacate said right-of-way is set for 6:00 PM, on the 1st day of July 2024. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution setting a public hearing on Monday, July 15, 2024, at 6:00 PM regarding a request to amend Chapter 165, regarding construction sales and services, contractor offices, offices for plumbers, electricians, HVAC services or similar uses.

Introduction:

Background: At its meeting on June 17, the City Council will be asked to set a public hearing for an amendment to Chapter 165 (Zoning Regulations), which would amend the use of construction sales and services, contractor offices, offices for plumbers, electricians, HVAC services or similar uses. If the public hearing is set by the Council, staff will present all application materials and recommendations at that meeting.

Discussion:

Budget Impact:

Recommendation: Staff recommends the public hearing be set for 6 PM at the July 1, 2024, City Council Meeting.

Attachments:

1.	Ch 165 Public Hearing Notice
2.	Ch 165.06 PH RESOLUTION

**NOTICE OF PUBLIC HEARING TO CONSIDER AN AMENDMENT TO CHAPTER
165, REGARDING CONSTRUCTION SALES AND SERVICES, CONTRACTOR
OFFICES, OFFICES FOR PLUMBERS, ELECTRICIANS, HVAC SERVICES OR
SIMILAR USES**

Notice is Hereby Given that at 6:00 P.M., at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, IA 50125 on July 15, 2022, the City Council of the City of Indianola, Iowa will hold a public hearing to consider zoning regulation amendments to Chapter 165 (Zoning Regulations) which would amend the use of construction sales and services, contractor offices, offices for plumbers, electricians, HVAC services or similar uses.

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

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

\s\Jackie Raffety
City Clerk

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION SETTING A PUBLIC HEARING ON MONDAY, JULY 15, 2024, AT 6:00 PM
REGARDING A REQUEST TO AMEND CHAPTER 165, REGARDING CONSTRUCTION
SALES AND SERVICES, CONTRACTOR OFFICES, OFFICES FOR PLUMBERS,
ELECTRICIANS, HVAC SERVICES OR SIMILAR USES**

WHEREAS, the City Council of the City of Indianola, Iowa desires to consider amendments to Chapter 165 (Zoning Regulations), which would amend the use of construction sales and services, contractor offices, offices for plumbers, electricians, HVAC services or similar uses; and

WHEREAS, a public hearing upon the proposed amendments to the Zoning Regulations should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Indianola City Council on the proposed amendments to the Zoning Regulations, at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on July 15, 2024, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Cassandra Mosher, Deputy City Clerk
Date: June 17, 2024
Subject: Annual renewal of cigarette and tobacco permit applications.

Introduction:

Background: This is an annual procedure requiring Council approval.

Discussion: Below is a list of complete applications for Fiscal Year 25. The paperwork is in order for approval.

Name	Owner	Address
ABC Smoke	Jay Ambika, Inc.	501 N Jefferson Way, Ste 300
Casey's #1623	Casey's Marketing Company	607 N Jefferson Way
Casey's #1908	Casey's Marketing Company	507 S Jefferson Way
Casey's #2097	Casey's Marketing Company	1006 W 2nd Avenue
Casey's #2894	Casey's Marketing Company	1101 E 2nd Avenue
Casey's #3512	Casey's Marketing Company	301 E Trailridge Avenue
Desi Liquor DBA Spirits World	Bhajan & Manjeet Aulakh	410 S Jefferson Way
Dollar General #22960	Dolgencorp, LLC	201 N Jefferson Way
Dollar General #6777	Dolgencorp LLC	1803 W 2nd Avenue
Fareway Stores #657	Fareway Stores Inc.	1309 W 2nd Avenue
Hy-Vee Food Store	Hy-Vee Inc.	910 N Jefferson Way
Hy-Vee Fast & Fresh	Hy-Vee, Inc	910 N Jefferson Way
I - Towner Stop	SKF Inc.	403 W 2nd Avenue
Indianola Country Club	Indianola Country Club	1610 Country Club Road
Indy 66 #928	Danlee Corp	1201 N Jefferson Way
Indy 66 West #929	Danlee Corp	2001 W 2nd Avenue
Jiffy #921	Danlee Corp	311 N Jefferson Way
La Tiendita Mexican Store	Moises Valdivia & Juan Mendez	208 E Euclid Avenue

Murphy USA #5806	Murphy Oil USA, Inc	1502 N Jefferson Way
Taste the Vape LLC DBA Route 69 Vapor	Jason Glenn	407 N Jefferson Way
Walmart #1492	Walmart Inc.	1500 N Jefferson Way
Walgreens #05943	Walgreen Co.	1000 N Jefferson Way

American Shaman holds a permit for FY24. They will no longer be selling cigarettes/tobacco/nicotine/vapor products as the Indianola store is set to close on June 22, 2024.

Budget Impact:

Recommendation: Approval of permit applications. Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. to City Manager/Asst. Finance Director
Date: June 17, 2024
Subject: Consideration of the approval of a renewal liquor license for Indy 66 West #929.

Introduction: This is a renewal of their Class E retail alcohol license.

Background: Indy 66 West is located at 209 East Salem Avenue.

Discussion: Indy 66 is a corporation with individual owners listed on the application as Lee Adams, Christine Adams and Daniel Moellers. Staff has reviewed the application and inspected the premises.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. to City Manager/Asst. Finance Director
Date: June 17, 2024
Subject: Consideration of the approval of a renewal liquor license for Casey's General Store #2894.

Introduction: This is a renewal of their Class E retail alcohol license.

Background: Casey's General Store #2894 is located at 1101 E 2nd Avenue. Their current license expires June 30, 2024.

Discussion: Casey's is a corporation. Individual owners listed on the application are Samuel James, Eric Larsen, Scott Faber, Brian Johnson, Douglas Beech, 42-0935823 Casey's General Store, Inc., Casey's General Stores, and Carla Heckman. Staff reviewed the application and inspected the premises.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. to City Manager/Asst. Finance Director
Date: June 17, 2024
Subject: Consideration of the approval of an ownership amendment to The Groggy Dog's liquor license.

Introduction: Ownership of The Groggy Dog has been modified, therefore Council approval of an amended liquor license is necessary.

Background: The Groggy Dog, located at 116 West Ashland Avenue, holds a Class C retail alcohol license which expires on July 25, 2024.

Discussion: The individual owners listed on the application are Lori Hayden, Marvin Gribbins, and Robert Fox. Staff reviewed the paperwork and recommended approval.

Budget Impact:

Recommendation: Approval by simple motion.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. to City Manager/Asst. Finance Director
Date: June 17, 2024
Subject: Consideration of the approval of a new liquor license for B.E.S.T. Catering & Concessions, Inc.

Introduction: B.E.S.T. Catering & Concessions, Inc., dba Warren County Fairgrounds, has applied for a Special Class C retail alcohol license from July 23 to July 27, 2024.

Background:

Discussion: B.E.S.T. Catering & Concessions, Inc. is a corporation with Kevin Smith, Janey Smith and Mandi Graham listed as the owners. Staff has reviewed the application and will inspect the premises during the Warren County Fair.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: June 17, 2024
Subject: Approval of Payment Application Number 1 in the amount of \$41,807.70 from Indianola Municipal Utilities for the Hillcrest Avenue Reconstruction Project.

Introduction: Staff has received the first pay request from Indianola Municipal Utilities (IMU) for the installation of new streetlights on East Hillcrest Avenue, between Jefferson Way and North 7th Street. The amount requested is \$41,807.70.

Background: At the City Council meeting held on November 6, 2023, the council authorized the installation of new streetlights on East Hillcrest Avenue, stretching from North Jefferson Way to North 14th Street. The total approved cost for this project was \$140,659.82. The current pay request represents the portion of the project that has been completed to date, specifically between Jefferson Way and North 7th Street.

Discussion: The installation of new streetlights on East Hillcrest Avenue is a crucial project aimed at enhancing public safety and improving the overall infrastructure of our city. The work carried out so far includes the installation of streetlights from Jefferson Way to North 7th Street. The progress has been satisfactory, and IMU has submitted their first pay request for the amount of \$41,807.70.

Budget Impact: The current pay request of \$41,807.70 will be drawn from the funds allocated for this project. This payment is within the total budgeted amount of \$140,659.82 authorized by the City Council.

Recommendation: Staff recommends that the City Council approve the pay request from IMU in the amount of \$41,807.70 for the work completed on the East Hillcrest Avenue streetlight project. This approval will allow for the continued progress and timely completion of the project.

Attachments:

1.	IMU Invoice Hillcrest Lighting Pay 1 1
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Electric • Communications • Water

210 W 2nd Ave
Indianola, IA 50125
(515)961-9444

Invoice

Account	CUST-1006
Invoice Number	INV-2049
Billing Date	06/11/2024
Due Upon Receipt	
Total Due	41,807.70

City Of Indianola
PO Box 299
Indianola, IA 50125

Remit To:

210 W 2nd Ave
Indianola, IA 50125
(515)961-9444

Page 1 of 1

TEAR HERE & RETURN TOP PORTION WITH PAYMENT

City Of Indianola

Invoice: INV-2049

Account: CUST-1006

Due Upon Receipt

Install Poles and Fixtures - Phase 1 East Hillcrest - North Jefferson to North 7th

Customer PO:

Product Code	Product Description	Quantity	UOM	Unit Price	Amount
	Install Poles And Fixtures - Phase 1 East Hillcrest - North Jefferson To North 7th	1.00		41,807.70	41,807.70

Invoice Description	Subtotal:	41,807.70
Install Poles and Fixtures - Phase 1 East Hillcrest - North Jefferson to North 7th	Total Tax:	0.00
	Freight:	0.00
	Total Amount:	41,807.70



210 West 2nd Avenue
Indianola, IA 50125
Phone: 515-961-9444

Hillcrest Lighting

For: Install Poles and Fixtures - Phase 1

Date: 6/10/2024

Location: East Hillcrest - North Jefferson to North 7th

Billing To: City of Indianola

Parts and Material

ITEM	QUANT.	COST	TOTAL COST
1 1/4" Innerduct	0	\$0.42	\$0.00
1 1/4" PVC Sweeps	0	\$6.56	\$0.00
1 1/4" PVC Couplings	0	\$1.29	\$0.00
1 1/4" Morris Clamps	0	\$21.40	\$0.00
Pulling Tape Reels	0	\$105.93	\$0.00
Hand Holes	0	\$347.75	\$0.00
Street Light Poles	10	\$3,626.83	\$36,268.30
Wire - Feeder	0	\$1.79	\$0.00
Connectors	0	\$25.21	\$0.00
108 Watt LED Fixtures	10	\$287.83	\$2,878.30
Photo Controls	10	\$6.07	\$60.70
12/2 UF	520	\$0.77	\$400.40
Total Parts and Materials			\$39,607.70

Other

ITEM	QUANT.	RATE	TOTAL COST
Trenching	0	@ \$3.00/ft.	\$0.00
Skid Loader	0	@ 45.00/hr	\$0.00
Pickup	0	@ \$20.00/hr	\$0.00
Dump Truck	0	@ \$25.00/hr	\$0.00
Bucket Truck	10	@ \$65.00/hr	\$650.00
Vac Machine	0	@ \$30.00/hr	\$0.00
Digger Derrick	10	@ \$65.00/hr	\$650.00
Mini Backhoe	0	@ \$45.00/hr	\$0.00
Backhoe	0	@ \$60.00/hr	\$0.00
Directional Boring (Plus Conduit)	0	@ Bid	\$0.00
Crew Labor	20	@ 45.00/hr	\$900.00
Crew Labor - Overtime	0	@ 68.00/hr	\$0.00
Admin Labor	0	@ 45.00/hr	\$0.00
Total Other			\$2,200.00

TOTAL BILL	\$41,807.70
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Electric Superintendent: Mike Metcalf

Date: 6/10/2024



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: June 17, 2024

Subject: Resolution accepting easements and authorizing the payment for easements needed for the West Clinton Culvert Project

Introduction: This memorandum seeks City Council approval to accept the easements and to authorize payments for easements required for the West Clinton Avenue Culvert Project. The acquisition of these easements is essential for the successful completion of the project.

Background: The West Clinton Avenue Culvert Project requires the acquisition of various easements from four different property owners. These include temporary construction easements and permanent easements. The negotiated total amount for the easements from the four property owners is \$6,509.50.

Discussion: In order to proceed with the West Clinton Avenue Culvert Project, the City has negotiated with property owners to acquire the necessary easements. The details of these easements and the respective property owners are outlined in the attached table. The acquisition of these easements ensures that the project can be completed efficiently.

Budget Impact: The payment required to secure these easement agreements is \$6,509.50. This expenditure is necessary to obtain the rights to the land needed for the project.

Recommendation: Staff recommends the City Council approve the acceptance of easements and authorize the payment of \$6,509.50 to the four property owners for the easement agreements necessary for the West Clinton Avenue Culvert Project.

Note: Due to the large file size of easement agreements, they were not included in the council agenda packet. These agreements can be found in the City Clerk’s office or the Public Works Dept.

Attachments:	1.	Resolution Clinton Culvert Easements
	2.	Table of Clinton Culvert Easements

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION ACCEPTING EASEMENTS AND AUTHORIZING THE
PAYMENT FOR EASEMENTS NEEDED FOR THE WEST CLINTON AVENUE
CULVERT PROJECT**

WHEREAS, the West Clinton Avenue Culvert Project requires the acquisition of temporary construction easements and permanent easements from four different property owners; and

WHEREAS, the total payment amount of \$6,509.50 is needed to secure these easements from the four property owners; and

WHEREAS, the City Council deems it necessary and appropriate to authorize these payments to ensure the successful completion of the West Clinton Avenue Culvert Project.

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

1. The City Council hereby accepts the easements and authorizes the payment of \$6,509.50 to the four property owners for the acquisition of the necessary easements for the West Clinton Avenue Culvert Project.
2. The Mayor or designee is authorized to execute any documents necessary to complete these transactions.
3. The attached table titled "Table of Easements for West Clinton Avenue Culvert Project" detailing the easement agreements with respective property owners is hereby made a part of this resolution.

PASSED AND APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Table of Easements for West Clinton Avenue Culvert Project

Title Holder Name	Property Address	Easement Type *	Easement Amount
Gary and Karen Stone	1400 W Clinton Ave	TCE	\$ 75.00
Thomas Christopher Sullivan	1502 W Clinton Ave	TCE	\$ 686.00
Derek and Traci Wharton	1403 W Clinton Ave	PE + TCE	\$ 5,008.50
Patrick J and Kari S Holland,	1501 W Clinton Ave	PE + TCE	\$ 740.00
Total			\$ 6,509.50

Note: *
TCE - Temporary construction Easement
PE- Permanent Easement
FTA - Fee Title (ROW) Acquisition



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: June 17, 2024

Subject: Resolution accepting right-of-way acquisition and easements and authorizing the payment for easements needed for the South K Street Paving Project

Introduction: This memorandum seeks City Council approval to accept the right-of-way acquisition and easements, and to authorize payments for easements required for the South K Street Paving Project. The acquisition of these easements is essential for the successful completion of the project.

Background: The South K Street Paving Project requires the acquisition of right-of-way and various easements from six different property owners. These include temporary construction easements, permanent easements, and fee title (right-of-way) acquisitions. The negotiated total amount for these easements is \$42,200.

Discussion: In order to proceed with the South K Street Paving Project, Snyder & Associates has assisted with negotiating with six property owners to acquire the necessary easements. The details of these easements and the respective property owners are outlined in the attached table. The acquisition of these easements ensures that the project can be completed efficiently.

Budget Impact: The payment required to secure these easement agreements is \$42,200. This expenditure is necessary to obtain the rights to the land needed for the project.

Recommendation: Staff recommends the City Council approve the authorization for the payment of \$42,200 to the six property owners for the easement agreements necessary for the South K Street Paving Project.

Note: Due to the large file size of easement agreements, they were not included in the council agenda packet. These agreements can be found in the City Clerk’s office or the Public Works Dept.

Attachments:	1.	Resolution South K Street Easements
	2.	Table of South K Street Easements

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION ACCEPTING RIGHT-OF-WAY ACQUISITION AND
EASEMENTS AND AUTHORIZING THE PAYMENT FOR EASEMENTS NEEDED
FOR THE SOUTH K STREET PAVING PROJECT**

WHEREAS, the South K Street Paving Project requires the acquisition of temporary construction easements, permanent easements, and fee title (right-of-way) acquisitions from six different property owners; and

WHEREAS, the total payment amount of \$42,200 is needed to secure these easements; and

WHEREAS, the City Council deems it necessary and appropriate to authorize these payments to ensure the successful completion of the South K Street Paving Project;

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

1. The City Council hereby accepts Right-of-Way Acquisition and Easements and authorizes the payment of \$42,200 to the six property owners for the acquisition of the necessary easements for the South K Street Paving Project.
2. The Mayor or designee is authorized to execute any documents necessary to complete these transactions and execute said agreements.
3. The attached table titled "Table of Easements for South K Street Project" detailing the easement agreements with respective property owners is hereby made a part of this resolution.

PASSED AND APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Table of Easements for South K Street Project

Title Holder Name	Property Address	Easement Type *	Easement Amount
Capone Property Management, LLC, an Iowa limited liability company	Adjacent to 1109 South K St	PE	\$ 3,000.00
Ashley L. Bussanmas and Bryan R. Bussanmas, a married couple	1109 South K St	PE	\$ 2,250.00
William Bussanmas, a single person	1409 W 6th Ave	PE	\$ 5,450.00
Bunnell Properties, LLC, an Iowa limited liability company	1305 W 2nd Ave	TCE+PE+FTA	\$ 28,550.00
Fareway Stores, Inc., an Iowa corporation	1309 W 2nd Ave	TCE	\$ 450.00
Tulip Apartment Group, Inc., an Iowa corporation	1203 W 2nd Ave	TCE	\$ 2,500.00
Total			\$ 42,200.00

Note: *
TCE - Temporary construction Easement
PE- Permanent Easement
FTA - Fee Title (ROW) Acquisition



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: June 17, 2024
Subject: Resolution accepting easements and authorize the payment for easements needed for the Hillcrest Avenue Reconstruction Project

Introduction: This memorandum seeks City Council approval to accept the easements and to authorize payments for easements required for the Hillcrest Avenue Reconstruction Project. The acquisition of these easements is essential for the successful completion of the project.

Background: The Hillcrest Avenue Reconstruction Project requires the acquisition of various easements from nineteen different property owners. These include temporary construction easements and permanent easements. Out of the nineteen property owners, ten have donated their easements at no cost. The negotiated total amount for the easements from the remaining nine property owners is \$11,705.

Discussion: In order to proceed with the Hillcrest Avenue Reconstruction Project, Snyder & Associates has assisted with negotiating with property owners to acquire the necessary easements. The details of these easements and the respective property owners are outlined in the attached table. The acquisition of these easements ensures that the project can be completed efficiently.

Budget Impact: The payment required to secure these easement agreements is \$11,705. This expenditure is necessary to obtain the rights to the land needed for the project.

Recommendation: Staff recommends the City Council approve the acceptance of the easements and authorize the payment of \$11,705 to the nine property owners for the easement agreements necessary for the Hillcrest Avenue Reconstruction Project.

Note: Due to the large file size of easement agreements, they were not included in the council agenda packet. These agreements can be found in the City Clerk's office or the Public Works Dept.

<u>Attachments:</u>	1.	Resolution Hillcrest Easements
	2.	Table of Hillcrest Easements

City of Indianola
RESOLUTION NO. 2024-

**A RESOLUTION ACCEPTING EASEMENTS AND AUTHORIZING THE
PAYMENT FOR EASEMENTS NEEDED FOR THE HILLCREST AVENUE
RECONSTRUCTION PROJECT**

WHEREAS, the Hillcrest Avenue Reconstruction Project requires the acquisition of temporary construction easements and permanent easements from nineteen different property owners; and

WHEREAS, ten of these property owners have donated their easements at no cost; and

WHEREAS, the total payment amount of \$11,705 is needed to secure these easements from the remaining nine property owners; and

WHEREAS, the City Council deems it necessary and appropriate to authorize these payments to ensure the successful completion of the Hillcrest Avenue Reconstruction Project.

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

1. The City Council hereby accepts the easements and authorizes the payment of \$11,705 to the nine property owners for the acquisition of the necessary easements for the Hillcrest Avenue Reconstruction Project.
2. The Mayor or designee is authorized to execute any documents necessary to complete these transactions.
3. The attached table titled "Table of Easements for Hillcrest Avenue Reconstruction Project" detailing the easement agreements with respective property owners is hereby made a part of this resolution.

PASSED AND APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Table of Easements for Hillcrest Avenue Reconstruction Project

Title Holder Name	Property Address	Easement Type *	Easement Amount
Indianola Senior Housing, LLC	604 E Hillcrest Avenue	TCE	\$ 650.00
Apex Storage Solutions, LLC	802 E Hillcrest Avenue	TCE	\$ 780.00
James L. and Wanda J. Spiker	2000 N 9th Street	TCE	\$ 1,760.00
Connie Sue Gregory	907 Summerset Place	TCE	\$ 100.00
Paxson, Breydon	1003 Summerset Place	TCE	\$ 120.00
Jane K. Harman Revocable Trust	E Hillcrest Avenue	TCE+PE	\$ 2,995.00
Cemen Tech, Inc	E Hillcrest Avenue	TCE	\$ 1,600.00
Des Moines Metro Opera, Inc.	1909 N 14th Street	TCE	\$ 1,600.00
Norwalk Ready Mixed Concrete, Inc.	1205 E Hillcrest Avenue	TCE	\$ 2,100.00
Laramy K. Optical, Inc.	1107 E Hillcrest Avenue	TCE	\$ -
Stephen W. and Cheryl J. Darr	1906 N 9th Street	TCE	\$ -
M & D Properties, LLC	1009 E Hillcrest Avenue	TCE	\$ -
MKZ Properties, LLC	983 E Hillcrest Avenue	TCE	\$ -
Capone Property Management, LLC	1820 N 7th Street	TCE	\$ -
Blue Lock, LLC	1819 N 7th Street	TCE	\$ -
Jeremy D. and Krystina M. Engle	603 E Hillcrest Avenue	TCE	\$ -
Capone Property Management, LLC	501 E Hillcrest Avenue	TCE+PE	\$ -
New Heights Church	E Hillcrest Avenue	TCE	\$ -
TSG Properties Indianola, LLC	301 E Hillcrest Ave	TCE+PE	\$ -
Total			\$ 11,705.00

Note: *
TCE - Temporary construction Easement
PE- Permanent Easement
FTA - Fee Title (ROW) Acquisition



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Deputy City Manager Development and Operations
Date: June 17, 2024
Subject: Resolution directing the City Attorney to petition the court for title to abandoned property at 210 North Jefferson Way, 404 South B Street, and 801 East 1st Avenue.

Introduction:

Background: Section 657A.10B of the Code of Iowa allows cities to petition the court to enter judgment awarding title to abandoned properties in the city. In determining whether a property is abandoned, the court considers the following:

1. Whether any property taxes or special assessments were delinquent when the petition was filed
2. Whether any utilities are currently being provided
3. Whether the building is unoccupied
4. Whether the building meets the city's building code for being fit for human habitation, occupancy or use
5. Whether the building is exposed to the elements such that deterioration of the building is occurring
6. Whether the building is boarded up or otherwise secure from unauthorized entry
7. Past efforts to rehabilitate the building and grounds
8. The presence of vermin, accumulation of debris and uncut vegetation
9. The effort expended by the city to maintain the building and grounds
10. Past and current compliance with orders of the local building official
11. Any other evidence the court deems relevant

Discussion: The following characteristics apply to these properties:

210 North Jefferson Way

- 7,056 square foot (0.16 acre) property
- 1,304 square foot one and one-half story two-family dwelling that was built in 1900
- Owned by Betty M. Curtis
- All property taxes are up to date
- No active utility services since 2020
- No tenant since 2016
- Write-off utility account
- City has performed eight (8) code enforcement abatements for mowing, snow removal, and junk hauling, which have totaled \$1,127.50

404 South B Street

- 8,400 square foot (0.19 acre) property
- 728 square foot one-story single-family dwelling that was built in 1940
- Owned by Betty M. Curtis
- All property taxes are up to date
- No active utility services at 404 South B Street since May 25, 2023
- No tenant since 2018
- Write-off utility account
- Since 2023, the City has performed five (5) code enforcement abatements at 404 South B Street for mowing, brush removal, and junk hauling, which have totaled \$952.50

801 East 1st Avenue

- 9,750 square foot (0.22 acre) property
- 855 square foot one-story single-family dwelling that was built in 1900
- Owned by Betty M. Curtis
- All property taxes are up to date
- No active utility services since 2023
- No tenant since 2022
- Write-off utility account
- City has performed five (5) code enforcement abatements at 801 East 1st Avenue for mowing, and junk hauling, which have totaled \$687.50

Since 2023, the City has sent \$3,402.50 in unpaid abatement fees to Warren County for collection as a lien against property taxes on these properties, and has another \$1,285 in unpaid invoices for abatement fees.

Budget Impact:

Recommendation: The Community and Development Director has determined that petitioning the Court for title to 210 North Jefferson Way, 404 South B Street, and 801 East 1st Avenue is necessary as the properties are abandoned, and all attempts to have the property owners maintain the property have failed.

Attachments:

1.	Res 2024- Abandoned Property
----	------------------------------

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION DIRECTING THE CITY ATTORNEY TO PETITION THE COURT FOR TITLE
TO ABANDONED PROPERTY AT 210 NORTH JEFFERSON WAY, 404 SOUTH B STREET,
AND 801 EAST 1ST AVENUE**

WHEREAS, 210 North Jefferson Way is a 7,056 square foot (0.16 acre) property with a 1,304 square foot one and one-half story two-family dwelling that was built in 1900 located inside the City of Indianola; and

WHEREAS, according to Warren County assessment records, the property at 210 North Jefferson Way is owned by Betty M. Curtis and all property taxes are up to date; and

WHEREAS, according to Indianola Municipal Utility records, there have been no active utility services at 210 North Jefferson Way since 2020, the property has had no tenant since 2016, and the utility account is a write-off account; and

WHEREAS, since 2022, the City has performed eight (8) code enforcement abatements at 210 North Jefferson Way for mowing, snow removal, and junk hauling that have totaled \$1,127.50; and

WHEREAS, 404 South B Street is a 8,400 square foot (0.19 acre) property with a 728 square foot one-story single-family dwelling that was built in 1940 located inside the City of Indianola; and

WHEREAS, according to Warren County assessment records, the property at 404 South B Street is owned by Betty M. Curtis and all property taxes are up to date; and

WHEREAS, according to Indianola Municipal Utility records, there have been no active utility services at 404 South B Street since May 25, 2023, the property has had no tenant since 2018, and the utility account is a write-off account; and

WHEREAS, since 2023, the City has performed five (5) code enforcement abatements at 404 South B Street for mowing, brush removal, and junk hauling that have totaled \$952.50; and

WHEREAS, 801 East 1st Avenue is a 9,750 square foot (0.22 acre) property with a 855 square foot one-story single-family dwelling that was built in 1900 located inside the City of Indianola; and

WHEREAS, according to Warren County assessment records, the property at 801 East 1st Avenue is owned by Betty M. Curtis and all property taxes are up to date; and

WHEREAS, according to Indianola Municipal Utility records, there have been no active utility services at 801 East 1st Avenue since 2023, the property has had no tenant since 2022, and the utility account is a write-off account; and

WHEREAS, since 2023, the City has performed five (5) code enforcement abatements at 801 East 1st Avenue for mowing, and junk hauling that have totaled \$687.50; and

WHEREAS, since 2023, the City has sent \$3,402.50 in unpaid abatement fees to Warren County for collection as a lien against property taxes on these properties, and has another \$1,285 in unpaid invoices for abatement fees; and

WHEREAS, the Community and Development Director has determined that petitioning the Court for title to 210 North Jefferson Way, 404 South B Street, and 801 East 1st Avenue is necessary as the properties are abandoned, and all attempts to have the property owners maintain the property have failed.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council that the City Attorney petition the court to enter judgement awarding title of 210 North Jefferson Way, 404 South B Street, and 801 East 1st Avenue to the City, in accordance with Iowa Code 657A.10B.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Courtney Silliman, Human Resources and Risk Management Director

Date: June 17, 2024

Subject: Resolution amending the employee handbook.

Introduction:

Background: The Employee Handbook is reviewed and updated to ensure compliance with state and federal guidelines and current processes and procedures.

Discussion: Updated sections 7.9 Pregnancy Leave with the Pregnancy Workers Fairness Act and 9.18 Uniforms and Clothing Reimbursement. Renamed section 10 Information Technologies and added section 11 Communications.

Budget Impact:

Recommendation: Roll call is in order.

<u>Attachments:</u>	1.	Employee Handbook 2024
	2.	Res 2024- Employee Handbook Update_June 2024



EMPLOYEE HANDBOOK

Reviewed: June 2024

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NOTE FROM THE CITY MANAGER

Welcome to the City of Indianola! We are delighted to have you join our dedicated team of professionals. Indianola, known for its vibrant community spirit and rich history, is a city that combines the charm of small-town living with the amenities and opportunities of a growing urban center. From our beautiful parks and recreational facilities to our thriving local businesses and cultural events, Indianola is a place where you can truly feel at home.

Indianola was founded in 1849 and named after Indianola, Texas, by one of our early settlers, Warren County Judge William McKay. The name Indianola is derived from “Indian” and “ola,” meaning “wealth” or “riches,” symbolizing prosperity and promise. Our city has grown from a small settlement into a thriving community that is proud of its past while looking forward to a bright future. Indianola is home to Simpson College, established in 1860, and the National Balloon Classic, a beloved annual event.

As the City Manager, I welcome you to our dynamic team. We are committed to fostering an inclusive and supportive work environment where each team member’s contributions are valued and recognized. Your role is crucial in helping us achieve our mission to provide exceptional services to our residents and enhance Indianola’s quality of life.

Together, we will continue to build a safe, vibrant, and forward-looking community. Thank you for joining us, and I look forward to working with you to make Indianola an even better place to live, work, and play. Welcome aboard!

INDIANOLA MISSION

The mission of the City of Indianola is to provide its citizens with quality and ample services at a fair and affordable price. We strive to improve the livability in our community through personal dedication, integrity, accountability, innovation, and sensitivity to the needs of our citizens whom we serve. Livability will be improved through the provision of first-rate public safety and public utilities, education and leisure programs and administrative services. Our goal is to make each and every citizen proud to be a part of the City of Indianola and to have those who visit, want to be a part of it.

INTRODUCTION

1.1 PURPOSE

These policies and procedures are designed to establish a fair and equitable system of personnel administration that will facilitate efficient and effective public service for the City. This handbook was written for all City of Indianola, "City", employees regardless of status. Employees are expected to read through this handbook and retain it for future reference. Should an employee have any questions regarding any policies, they should speak to their Department Head or Human Resources. If at any time there is a conflict between this manual and an applicable state or federal statute, or both, the terms of the actual manual or statute will govern in all cases.

1.2 ADOPTION AND POLICY AMENDMENT

These policies and procedures are adopted by resolution of the City Council. Policy amendments shall become effective upon consideration and adoption by the City Council. All parts of this manual are to be adhered to unless waived by City Council action.

1.3 ADMINISTRATIVE REGULATIONS

The City Manager may adopt, amend and rescind administrative policies and procedures not in conflict with these policies and procedures as necessary for the proper administration of the City. Department Heads may adopt, amend and rescind departmental administrative policies and procedures not in conflict with these policies and procedures, or the City Manager's directives, as necessary for proper departmental administration.

1.4 DEFINITIONS

- The term "employee" as used throughout this handbook means those employees employed by the City of Indianola.
- The term "employment" as used throughout this handbook means your employment with the City of Indianola.
- Additional definitions can be found within the actual policy itself. Where a term is not defined in this handbook the commonsense meaning shall apply.

1.5 AT-WILL EMPLOYMENT

Your employment with the City of Indianola is at-will and can be terminated at any time with or without cause without prior notice, except as otherwise provided by law or the terms of a

collective bargaining agreement. This handbook is not a contract guaranteeing employment for any specific duration. Nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of duly authorized union contracts) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

1.6 CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the City of Indianola. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the City, and you may not rely on policies that have been superseded. No Supervisor or Manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with your Department Head or Human Resources.

EMPLOYMENT POLICIES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City of Indianola is an equal opportunity employer (EOE). In accordance with anti-discrimination laws, it is the purpose of this policy to effectuate these principles and mandates. The City of Indianola prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, age, national origin, disability status, protected veteran status, or any other characteristic protected by law. The City of Indianola conforms to the spirit as well as to the letter of all applicable laws and regulations.

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between the City of Indianola and its employees, including:

- | | |
|----------------------|---|
| ▪ Recruitment | ▪ Training |
| ▪ Employment | ▪ Working conditions |
| ▪ Promotion | ▪ Wages and salary administration |
| ▪ Transfer | ▪ Employee benefits and application of policies |

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the City of Indianola.

Dissemination and Implementation of Policy

The City of Indianola Department Heads will be responsible for the dissemination of this policy. Directors, Managers and Supervisors are responsible for implementing equal employment practices within each department. The Human Resources department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Procedures

The City of Indianola administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law."
- Posting all required job openings with the appropriate state agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, a Human Resources representative or the City Attorney any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifies the City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. The City of Indianola will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

2.2 AMERICANS WITH DISABILITIES ACT

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Indianola to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The City of Indianola will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the accommodation creates an undue hardship to the City of Indianola. Contact Human Resources with any questions or requests for accommodation.

All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other Individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the City ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Terms Used in This Policy

As used in this ADA policy, the following terms are defined as:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
- **Direct threat:** A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

- Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - The nature and cost of the accommodation.
 - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - The overall financial resources of the employer; the size, number, type and location of facilities.
 - The type of operations of the City, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

2.3 ANTI-HARASSMENT AND DISCRIMINATION

Policy Statement

The City of Indianola strives to create and maintain a work environment in which people are treated with dignity, decency and respect. Our environment should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees should be able to work and learn in a safe yet stimulating atmosphere. The accomplishment of this goal is essential to our mission. For that reason, the City of Indianola will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education

of employees, the City will seek to prevent, correct, and discipline behavior that violates this Policy.

All employees, regardless of their position, are covered by and are expected to comply with this policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Prohibited Conduct Under This Policy

Discrimination

- a. It is a violation of this Policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions, or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, military status, or marital status.
- b. Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This Policy is intended to comply with the prohibitions stated in these anti-discrimination laws.
- c. Discrimination in violation of this Policy will be subject to severe sanctions up to and including termination.

Harassment

Harassment, including sexual harassment, is prohibited by federal and state laws. This Policy prohibits harassment of any kind; the City will take appropriate action swiftly to address any violations of this policy. The definition of harassment is verbal or physical conduct designed to threaten, intimidate, or coerce. This includes verbal taunting (including racial and ethnic slurs) which, in the employee's opinion, impairs their ability to perform their job.

Examples of harassment are:

- Verbal: Comments which are not flattering regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability, or appearance. This includes epithets, slurs, and negative stereotyping.
- Non-verbal: Distribution, display, or discussion of any written or graphic material that ridicules, denigrates insults, belittles, or shows hostility or aversion toward an individual

or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, and disability, marital, military, or other protected status.

Sexual Harassment

Sexual harassment in any form is prohibited under this policy. Sexual harassment is a form of discrimination and is unlawful under Title VII of the Civil Rights Act of 1964. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature... when... submission to or rejection of such conduct is used as the basis for employment decisions... or such conduct has the purpose or effect of... creating an intimidating, hostile, or offensive working environment."

Sexual harassment includes unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when such conduct:

- Is made explicitly or implicitly a term or condition of employment, or
- Is used as a basis for an employment decision, or
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

Examples of conduct that may constitute sexual harassment are:

- **Verbal:** Sexual innuendoes, suggestive comments, jokes of a sexual nature, comments, rumors or questions about a person's body, dress, personal life or sexual activities, using demeaning or inappropriate terms, using crude or offensive language including 3rd person (ie. I tell you a joke and someone else hears it), sexual propositions, lewd remarks, or threats. Requests for any type of sexual favor including repeated, unwelcome requests for dates. Verbal abuse or "kidding" which is oriented towards a prohibitive form of harassment, including that which is sex oriented and considered unwelcome.
- **Non-verbal:** The distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or shows hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, that is sexual in nature.
- **Physical:** Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse, or assault.

There are two types of sexual harassment

- "Quid pro quo" harassment, where submission to harassment is used as the basis for employment decisions.
 - This includes employee benefits, such as raises, promotions, better working hours that are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity, this includes the authority to grant such benefits, can engage in quid pro quo harassment. Example: A Supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
- "Hostile work environment," where the harassment creates an offensive and unpleasant working environment.
 - Hostile work environment can be created by anyone in the work environment, whether it be Supervisors, other employees, or customers. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcomed physical contact as a regular part of the work environment. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching, or fondling all fall into this category.

Compliant Process

The City of Indianola encourages all employees to report any incidents or suspected incidents of discrimination or harassment (this includes sexual harassment). The City of Indianola cannot address concerns of harassment or discrimination unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take the necessary steps to correct the problem. The report should include all facts available regarding the alleged harassment or discrimination.

What you should do if you are a victim of discrimination or harassment

1. If you are the victim of discrimination or harassment, do not remain silent.
 - Make it clear to the person discriminating against you or the harasser that you find such conduct offensive and unwelcome.
 - State clearly that you want the offensive conduct to stop at once.
2. Report the discrimination or harassment to your Supervisor.
3. If the discrimination/harassment continues, or you are not comfortable going to your Supervisor, go to Human Resources.
 - You are not required to follow these steps; you may go directly to Human Resources at any time.

You may wish to keep a written log of all incidents of discrimination or harassment, noting the date and time, place and persons involved, and any witnesses to the event.

What should you do if you are a witness to discrimination/harassment

1. Notify the victim's Supervisor.
2. Notify your Supervisor.
3. Notify Human Resources.

You are not required to follow these steps, you may go straight to Human Resources.

What should Supervisors do if they receive a report of discrimination or harassment

Managers and Supervisors must deal expeditiously and fairly when they have any knowledge of discrimination or harassment within their departments, whether or not there has been a written or formal complaint. They must:

1. Take all complaints or concerns of alleged or possible discrimination or harassment seriously no matter how minor or who is involved.
2. Report all incidents to HR immediately so that a prompt investigation can occur.
3. Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and Supervisors are responsible for exerting their authority and enforcing this policy when aware of discrimination or harassment, including when the person discriminating or the harasser is another Supervisor. Managers and Supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to Human Resources, are in violation of this policy and subject to discipline.

Duties of Employees and Supervisors

All employees of the City of Indianola, both management and non-management, are responsible for assuring that a workplace free of harassment and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The City of Indianola strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All City Supervisors and managers are expected to adhere to The City's Anti-Harassment and Discrimination Policies. Supervisors' evaluations may include an assessment of a Supervisor's efforts in following and enforcing these policies.

All Managers and Supervisors are responsible for doing all they can to prevent and discourage harassment and discrimination from occurring. If a complaint of harassment or discrimination is raised, the individual to whom the complaint is made (i.e., Supervisor, manager, etc) should act promptly to notify Human Resources. If such individual fails to follow this policy, he or she will be disciplined. Such discipline may include termination.

Confidentiality

The City wishes to create a safe environment in which individuals are not afraid to discuss concerns and complaints, or to seek general information about discrimination, harassment, and retaliation. We recognize that individuals may be concerned about the confidentiality of information they share and will strive to preserve confidentiality to the fullest extent possible.

Discussions for the purpose of obtaining general information or advice from responsible administrators or managers such as the Human Resources Director or the City Attorney may remain confidential. However, the anonymity described cannot always be maintained if the individual wishes to have the City take some corrective or disciplinary action in a particular case. Moreover, the City may be legally obligated to take action once the City is informed that discrimination, harassment or retaliation has occurred or may be occurring. Confidentiality cannot be guaranteed in such a case.

2.4 RETALIATION

In no case will the City of Indianola tolerate retaliation against any person raising concerns under these policies. Retaliation can include verbal or physical conduct or other action that is directed toward an individual for complaining about harassment or discrimination. Retaliation can also include adverse action taken against an employee who participates as a witness or other participant in the complaint process.

Examples of retaliation can include, but are not limited to:

- Ignoring or otherwise treating an employee differently because he/she filed a complaint
- Threats, direct or indirect, of an adverse employment action if an employee participates in the complaint or investigation process
- Reassigning job duties, changing an employee's work schedule, and delivering a negative performance review due to an employee's complaint or participation in an investigation

Retaliation or attempted retaliation is a violation of this Policy and anyone who does so will be subject to severe sanctions up to and including termination.

2.5 CIVIL SERVICE

Chapter 400 of the Code of Iowa identifies certain positions as civil service positions, and the provisions of section 400.6 govern these positions. This applies to permanent full-time police officers and fire fighters in cities having a population of more than eight thousand, and to all appointive permanent full-time employees in cities having a population of more than fifteen thousand except:

- Persons appointed to fill vacancies in elective offices and members of boards and commissions and the clerk to the civil service commission.
- The city clerk, chief deputy city clerk, city attorneys, city treasurer, city assessor, city auditor, professional city engineers licensed in this state, and city health officer.
- The City Manager or City Administrator and Assistant City Managers or Assistant City Administrators.
- The head and principal assistant of each department and the head of each division. This exclusion does not apply to assistant fire chiefs and to assistant police chiefs in cities with police departments of two hundred fifty or fewer members. However, sections 400.13 and 400.14 apply to police and fire chiefs.
- The principal secretary to the City Manager or City Administrator, the principal secretary to the mayor, and the principal secretary to each of the Department Heads.
- Employees of boards of trustees or commissions established pursuant to state law or city ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues. However, a city may use state or federal grants or other temporary revenue to fund a position under civil service if the position is a permanent position which will be maintained for at least one year after expiration of the grants or temporary revenues.

2.6 WHISTLEBLOWER

A whistleblower as defined by this policy is an employee of the City of Indianola who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her Department Head or the Human Resources Director. The

employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The City will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Director of Human Resources who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the Director of Human Resources

WORK RULES AND PROCEDURES

3.1 EMPLOYEE CLASSIFICATION

It is the intent of the City of Indianola to define the employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and the City of Indianola.

Fair Labor Standards Act Job Classifications

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws:

- Nonexempt employees - employees whose work is covered by the Fair Labor Standards Act (FLSA). They are *not* exempt from the law's requirements concerning minimum wage and overtime.

- Exempt employees - generally executives or managers or professional, administrative or outside sales staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Employee Job Classifications

The City of Indianola has established the following categories for both nonexempt and exempt employees:

- Permanent full-time employees are not in a temporary status and are regularly scheduled to work 40 hours per week. Generally, they are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefit program.
- Permanent benefitted part-time employees are not in a temporary status and are regularly scheduled to work less than the full-time schedule but at least 10 hours per week. Regular benefitted part-time employees are eligible for some of the benefits offered by the City, subject to the terms, conditions and limitations of each benefit program however will receive all benefits mandated by law.
- Permanent non-benefitted part-time employees are not in a temporary status and are regularly scheduled to work less than 10 hours per week. Non-benefitted part-time employees are not eligible to participate in any of the City's benefits programs, however, they will receive any benefits mandated by law.
- Seasonal employees are hired to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work the City's full-time schedule for a limited duration. Seasonal employees must reapply each year to be considered for rehire/employment. The initial period of time will have a start and end date for each position. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees are not eligible for benefits, however, will receive any benefits mandated by law.
- On-call employees are hired to work on an as-needed basis and could work anywhere from less than a part-time employee schedule to a full-time employee schedule based on departmental needs. Employment beyond any initially stated period does not in any way imply a change in employment status. Paid on-call employees are eligible for IPERS benefits once they meet the eligibility requirements as outlined by IPERS and any other benefits mandated by law.
- Interns are individuals working towards a higher degree who are on assignment with the City to fulfill course requirements. Interns are not eligible to participate in any of the City's benefits programs.

- Independent Contractors are individuals that are not on the City's payroll and for whom no taxes are withheld, who are contracted to perform professional, production or administrative services. Contractors are not eligible to participate in any of the City's benefit programs.
- Volunteers are individuals that volunteer their services to a department within the City who is not on the payroll and for whom no taxes are withheld. Volunteers are not eligible to participate in the City's benefit programs.

3.2 RECRUITMENT AND SELECTION

The City of Indianola is committed to employing, in its best judgment, the best qualified candidates for the position while engaging in recruitment and selection practices that are in compliance with all applicable employment laws. It is the policy of the City of Indianola to provide equal employment opportunity for employment to all applicants and employees.

Job Posting

The City of Indianola will post vacant positions within ten (10) calendar days of the position becoming vacant. Vacant positions will be posted for a minimum of ten (10) days. Refer to union contracts for union classified positions. The City will post positions where it deems appropriate based on the position itself. The recruitment of civil service positions will follow the Code of Iowa chapter 400.

Recruitment & Selection Process

1. The hiring manager notifies human resources of the open position.
2. Human Resources will contact the hiring manager to discuss cost-effective advertising methods. The City Manager and/or the Senior Budget Analyst will be consulted, if necessary, i.e. if needing to use a staffing agency.
3. Human Resources will post the position and receive all incoming applications and resumes.
4. At the close of the position, Human Resources will forward all qualified candidates to the hiring manager. If they choose, the hiring manager may review all candidates without Human Resources performing the application pre-screening.
5. The hiring manager will identify the most appropriate candidate(s) for interviewing.
6. The hiring manager will schedule and conduct interviews. Human resources will be involved in this process at the request of the hiring manager. Human resources will be

available to advise hiring managers on interview techniques and final candidate selection.

7. When a Department Head position is being recruited for, Human Resources will conduct a prescreen phone interview with all qualified candidates.
8. When the hiring manager has selected their final candidate, the hiring manager may conduct reference checks on the candidate. In the case of a Department Head candidate, Human Resources will conduct at least three reference checks. Reference checks will be completed on a form issued by Human Resources.
9. Human Resources and the hiring manager will discuss an appropriate offer to extend to the candidate (compensation, tentative start date, etc.). In terms of an internal employee, both Department Heads should work together to determine a start date in the new position, but generally, the employee should give the departing department at least two weeks' notice.
10. The hiring manager will extend the verbal offer of employment to the candidate selected. Human Resources will prepare a written offer letter. Written offers are to be returned to HR within 24 hours of being extended. A written offer may be extended a second time with the Department Head's approval if extraordinary circumstances arise.
11. For internal candidates, Human Resources will coordinate with the employee a physical capacity test should it be required by the position.
12. For external candidates, Human Resources will coordinate pre-employment testing (drug screen, background check and physical and physical capacity test if required by position). All prospective employees will be required to complete a drug test after accepting a conditional offer of employment of the City of Indianola. Human Resources will work with the hiring manager to complete the Personnel Change Notice (PCN) form.
13. Human Resources will coordinate an official start date with the candidate and hiring manager upon receiving pre-employment testing results.
14. Human Resources will meet with the new employee on their first day of employment to complete new hire paperwork.

Responsibility

The Human Resources department is responsible for the overall management of the recruitment and selection process, including employment-related agency relationships, contract negotiations and maintenance, and the processing of new requisitions, offers and employees.

3.3 CIVIL SERVICE

Chapter 400 of the Code of Iowa states that vacancies in Civil Service promotional grades shall be filled by lateral transfer, voluntary demotion, or promotion of qualified City employees. In accordance with the intent of Chapter 400 of the Code of Iowa, the Human Resources Director shall designate each Civil Service job classification as promotional or open (entrance). A Civil Service promotional class is one which provides a logical avenue of progression from one or more Civil Services job classes having a lower maximum rate of pay. A promotional relationship shall be deemed to exist where employees' service in lower-level class(s) can reasonably be expected to result in the acquisition of the knowledge, skill and ability necessary to meet the minimum educational and experience requirements for the promotional job class.

The list of classes designated as Civil Service promotional shall be reviewed annually by the Human Resources Director. The Human Resources Director, in conjunction with the Department Head, shall also have the authority to make a permanent or temporary change in the status of a position prior to posting the notice of examination, based on the aforementioned criteria.

Civil Service Exams

Civil Service exams shall be practical in character and shall relate to matters which fairly test the mental and physical ability of the applicant to discharge the duties of the position to which the applicant seeks appointment. A fair examination shall explore the competence of the applicant in the particular field of examination.

The Department Head, in conjunction with Human Resources, may prepare or select the examination, administer the examinations, hire persons with expertise to do so, and/or hire persons with expertise to consult in the preparation of such examination with the approval of the Commission.

Open-competitive examinations may be administered periodically as the needs of the City require and may include a written test, oral test (interview prior to the commission establishing a certified list), performance test, physical agility test, or other selection procedures as deemed by the Commission. A candidate's score in any examination may or may not be the combination of the scores on each competitive part of the examination. In some examinations, failure of any part of the examination may be grounds for declaring such candidate as failing the entire examination or as disqualified for subsequent parts of the examination.

3.4 VETERANS PREFERENCE

The City of Indianola follows Iowa Code Chapter 35C which outlines Veterans Preference. The chapter states, “In every public department and upon all public works in the state, and of the counties, cities, and school corporations of the state, veterans who are citizens and residents of the United States are entitled to preference in appointment and employment over other applicants of no greater qualifications. The preference in appointment and employment for employees of cities under a municipal civil service is the same as provided in section 400.10. For purposes of this section, “veteran” means as defined in section 35.1 except that the requirement that the person be a resident of this state shall not apply.”

3.5 REHIRE/REINSTATEMENT

Where business needs dictate, and subject to the provisions of the Civil Service and Veterans Preference statutes, it is the policy of the City of Indianola to rehire former employees who: a) voluntarily left City employment or b) were laid off due to business slowdown(s). To be eligible for rehire, former employees must have possessed a satisfactory record of service. This policy sets forth the City’s philosophy governing eligibility for reemployment and associated bridging of service (service recognition), where appropriate.

Eligibility for Rehire

Employees who completed their probationary period and who were part of a reduction in force, as well as those employees who voluntarily resigned, will be eligible for rehire as long as they had a satisfactory work record while employed by the City of Indianola.

Ineligibility for Rehire

Former employees who had a less-than-satisfactory work record appropriately noted at termination as not being eligible for rehire are excluded from rehire consideration.

Employees who were involuntarily terminated by the City of Indianola or who were laid off (with a less-than-satisfactory work record) or who failed to complete their probationary period will not be considered for rehire.

Service Restoration Rules for Eligible Employees

- If a former employee with less than one year’s prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.
Example: Bob is hired on June 3, 2017, and voluntarily resigns on January 5, 2018.

Bob is rehired on April 23, 2018. Because Bob did not complete one full year of service prior to rehire, he is treated as a new employee and will not be credited with any prior service.

- If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in City benefits plans will be bridged if the employee is rehired and the period of prior City service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans. *Example: Joe is hired on September 3, 2008, and is involuntarily laid off on March 12, 2016. Joe is rehired on October 15, 2018. Because Joes' prior service is longer than his period of absence, Joe is credited with his previous seven years and six months of service.*
- If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior City service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes. *Example: Jennifer is hired on December 9, 2015, and is involuntarily laid off on March 12, 2016. Jennifer is rehired on October 15, 2018. Because Jennifer's prior service is less than her period of absence, she will be treated as a new employee and will not be credited with any prior service.*

Rehire Service Date Adjustment

When recognition of prior service is granted, a rehired employee's City service date will be adjusted in accordance with the service restoration rule.

Rehire Hiring Process

The former employee must fill out an application and submit it to Human Resources. The applicant must meet all minimum qualifications and requirements for the position, including any qualifying exam, if applicable.

Supervisors must obtain approval from the Human Resources Director or designee prior to rehiring a former employee. Rehired employees begin health benefits just as any other new employee; accrued leave plans will begin based on the Service Restoration Rules.

3.6 ANNIVERSARY DATES

The City will use the employee's hire date as their anniversary date. Should an employee be promoted, transferred to a new position or department, or demoted, the start date will change

accordingly. However, the anniversary date must remain the hire date to ensure the accuracy of leave levels.

3.7 INTERNS

The City of Indianola periodically employs interns for specific periods when they are not in school. The purpose of this policy is to outline responsibilities and to ensure such student workers have a productive stay with the company.

Procedure

1. Authorization. Hiring managers who plan to add interns for specific assignments must complete a Personnel Requisition Form. The following must be included on the requisition form: a) hours of work, b) duration of the expected work, and c) proposed rate of pay for the student worker. Requisitions for these positions will be routed to Human Resources. Human Resources will obtain City Manager approval.
2. Orientation. An intern will be provided with an abbreviated orientation program with Human Resources that will highlight key aspects of the position the intern will be engaged in as well as all company policies with which he or she will be expected to conform during the specific term of employment. This orientation will exclude any discussion of programs and policies, including many of the benefits plans, which do not apply to specific-term employees.
3. Department orientation. Each new student worker will be provided with an in-depth review of department functions and activities and the interaction of these activities with the work the student worker will be performing. The department review will be conducted by the department manager and team leaders during the first week of employment.
4. Progress report. Due to the short-term assignment of student workers, and in accordance with school/university reporting requirements for students, the department manager will be responsible for providing a narrative report of the student worker's assignments and progress at the close of each month the student is engaged. A copy of the monthly Progress Report will be forwarded to the HR department for record-keeping and reporting purposes.
5. Final report and out-processing. In the week in which a student worker's assignment comes to a close, the department manager will provide a Final Progress Report in addition to any report required by the educational institution the student attends and will advise the HR department to schedule an out-processing interview to be conducted on the day preceding the student worker's last day of work.

3.8 PRE-EMPLOYMENT

Safety starts with the proper hiring practices to ensure that the individual hired for a position is physically and technically capable of safely performing the tasks as outlined in the job description. To ensure that individuals who join the City are well qualified and to ensure that the City maintains a safe and productive work environment, it is the City's policy to conduct pre-employment background checks and drug screens on all applicants who accept an offer of employment. Physicals and physical capacity tests will be conducted on applicants accepting an offer of employment into a labor-intensive position.

Individuals who provide false, inaccurate, or incomplete information on the application form, in an interview, or any other part of the hiring process or who fail to disclose information requested in the application form, in an interview, or any other part of the hiring process will not be eligible for employment, or, if they are hired, they will be subject to termination.

Background Checks

Background checks could include verification of any information on the applicant's resume or application, a criminal history check, a check of any relevant abuse registries, a check of the applicant's driving record, and any other check deemed to be relevant to the employee's position by the City.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the City. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the City to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. If the City's background check includes a criminal record check and the check indicates that the applicant has a criminal history, the applicant will be given an opportunity to provide information regarding his/her criminal history. A criminal conviction does not automatically bar an applicant from employment.

At any time during employment, additional checks, such as a driving record or credit report, may be made if appropriate and job related.

The City also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

Pre-employment Drug Testing

All prospective employees will be required to complete a drug test after accepting a conditional offer of employment of the City of Indianola.

Prospective employees who refuse to take the required drug test, who fail to cooperate in any aspect of the testing procedure, or who test positive for any of the designated drugs will be ineligible for City employment and will be removed from all recruitments and/or eligibility lists.

3.9 NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION

Employees are expected to perform their assigned jobs, respect and follow City policies, and obey the law. In the event that employees are arrested or receive a citation for any crime, have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify the Director of Human Resources.

Notification to the Human Resources Director must occur within five (5) business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Other employees need not report such traffic tickets.

Employees who have any contact with minor children must notify the Human Resources Director of any child abuse complaints filed against them. Employees must notify the Human Resources Director regarding the findings in any complaint against them alleging child abuse. The Human Resources Director must be notified of any complaints and findings within five (5) business days of notification to employee.

Information relating to arrests, criminal charges and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the City as required by this policy may be subject to disciplinary action up to and including termination.

3.10 EMPLOYMENT OF RELATIVES

It is the City of Indianola's policy to hire the most qualified candidate for each position based on the individual's merit, qualifications, and competence. To avoid actual conflicts of interest, the appearance of conflicts of interest, favoritism, the appearance of favoritism, risk of personal issues affecting work performance, and difficulties in administering discipline, the City will not hire, appoint, transfer, promote or otherwise place an individual in a position that involves

immediate supervision of, or by, an immediate family member for all positions. The City also will not hire, appoint, transfer, promote or otherwise place an individual in a position within the same department of an immediate family member; seasonal employees are exempt from this.

Immediate family member includes spouse, child, parent, step relatives, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, domestic partner, uncle, aunt, nephew, niece, cousin, domestic partner relatives, grandchild, and grandparent. Relatives of employees in the City Manager position, Human Resources, Finance, and Payroll cannot work for the City, in any capacity, due to the sensitive nature of these positions.

If an employee enters a relationship or becomes a relative, partner or member of the same household with an employee who is in a supervisory position to the employee, that employee is to notify Human Resources of the relationship for Human Resources to address any potential issues.

3.11 PROBATIONARY PERIOD

A probationary period is a time for the City and employee to get to know each other. The probationary period is designed to allow the City an opportunity to observe the new employee's ability to perform the assigned duties. The City of Indianola has adopted a six-month probationary period unless otherwise established by a negotiated labor agreement or by department, with approval of the City Manager and Human Resources Director. If during the probationary period it is determined that the employee does not fulfill the requirements of the position the probationary period could be extended, or the employee could be terminated.

Police Officers & Firefighters Exception

Police officers who are not certified by the Iowa Law Enforcement Academy at the time of hire shall serve a nine-month probationary period starting the date following graduation from the Iowa Law Enforcement Academy. If a new police officer has already been certified at the time of hire, his/her probationary period shall be nine months from date of hire.

Full time Firefighter/Paramedic and Firefighter/EMT have a twelve-month probationary period per Iowa Code.

Promotional and Job Transfer Probationary Periods

Employees that are promoted or transferred to a new position shall be subject to a six (6) month probationary period. Should the employee not successfully pass the probationary period, he/she may return to the previously held position and rate of pay if the opening still exists. If the position does not still exist, the employee will be terminated.

3.12 RELOCATION EXPENSES

The purpose of this policy is to provide a standard procedure for the relocation of newly hired management employees. Under the general provisions of this policy, a written relocation and repayment agreement for relocations will be entered into with the new hire. The new hire will be required to take residency in Indianola to be eligible for relocation assistance.

The City of Indianola will reimburse reasonable amounts incurred as a result of the relocation of staff for distances that exceed fifty miles from their current place of residence and assigned work location.

The City will audit expenses against relocation agreements and employees must document receipted expenses claimed for reimbursement.

Any request to exceed the provisions of the standard relocation policy (outlined below) must be approved by the City Manager.

All relocation expenses must be incurred within 180 days of the date the written relocation agreement is signed. Expenses incurred after this period will not be reimbursed. For all reimbursement expenses, the employee must obtain receipts for incurred expenses and submit them along with company reimbursement request forms.

Approved Expenses – Standard Agreement

The City will pay actual costs for moving personal items and travel expenses to Indianola, which includes the cost of moving truck and vehicle gas or airline tickets (dependent on distance traveling).

The transportation of boats, recreational vehicles, firearms, special machinery, outdoor playground equipment, hot tubs, and other specialty items of a similar nature will not be paid by the City of Indianola.

Repayment Provision

In the event Employee's employment with Employer is terminated by Employee prior to the third anniversary of Employee's start of employment with Employer, Employee shall reimburse Employer for such relocation costs as follows:

- Prior to Employee's first anniversary of employment with Employer: 100% of the costs;
- From Employee's first anniversary of employment until Employee's second anniversary of employment: 66.66% of the costs;
- From Employee's second anniversary of employment until Employee's third anniversary of employment: 33.33% of the costs;

- After Employee's third anniversary of employment: No repayment obligation.

Employee shall reimburse Employer, within 30 days of Employee's notice of resignation.

3.13 PERFORMANCE EVALUATIONS

The performance appraisal process provides a means for discussing, planning and reviewing the performance of each employee.

Performance evaluations influence salaries, promotions and transfers, and it is critical that Supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

Employees will be evaluated with respect to the specific job that they are performing. The evaluation will be conducted by the employee's Supervisor and will be reviewed with the employee. Any areas of specific achievement or in need of improvement will be noted and discussed with the employee.

Probationary Evaluations

New employees and employees that have transferred to a new position or new department will receive a written probationary performance evaluation at six (6) months of service from hire date or transfer date. Probationary evaluations could be extended beyond six (6) months if the Supervisor deems necessary based on employee performance, behavior, complaints, etc. Employees will be required to complete a self-evaluation and submit it to their Department Head.

Annual Evaluations

All employees will receive an annual written performance evaluation on their position start date. Employees will be required to complete a self-evaluation and submit it to their Department Head.

Additional Evaluations

Employees could also receive additional performance evaluations periodically throughout the year should management deem necessary based on performance, behavior, etc.

Salary Increases

A performance evaluation does not always guarantee either an increase in compensation or continuing employment. Salary increases will be determined by the City Manager and or

Department Head and may be based on a number of factors, including but not limited to performance and attendance. Union employees will follow the union contract in place for pay increases.

3.14 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the City of Indianola expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place an undue burden on the other employees and on the City.

Paid time off (vacation, personal, etc.) must be scheduled with the employee's Supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illness or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

If any employee is absent because of an illness for more than three (3) or more consecutive days, the employee must return to work with a full duty release from his/her physician. Employees are responsible for any charges made by their doctors for this documentation.

In the rare instances when an employee cannot avoid being late to work or is unable to work as scheduled, the employee should notify his/her Supervisor as soon as possible in advance of the anticipated tardiness or absence. In these cases, the employee must personally contact the immediate Supervisor prior to the start of the employee's next regularly scheduled shift. If the employee is unable to speak directly with the Supervisor, the employee will be expected to leave a phone number where the Supervisor may return the call. Multiple instances of absenteeism and/or tardiness without notice prior to start time will be considered excessive and result in disciplinary action, up to and including termination of employment.

It is up to the Supervisor's discretion to approve or deny requests for time away from work based upon business need. Any unpaid time will need to be approved by the employee's immediate leader. If an employee is absent and this absence results in unapproved, unpaid time, the employee may be subject to disciplinary action, up to and including termination of employment.

Non-exempt employees are considered late if the employee is not ready to perform his/her job at the designated start time or after meal periods. An employee will be considered absent if the employee is missing from work during normally scheduled work hours for any reason other than those authorized by the employee's leader.

Not reporting to work or not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no-call/no-show will result in a written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

3.15 DRESS CODE

It is the policy of the City of Indianola that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Radical departures from conventional dress or personal grooming are not permitted, regardless of the nature of the job performed. Every employee has some contact with others, and therefore represents the City of Indianola in his/her appearance as well as by his/her actions. Quality service to the public includes the clean and professional appearance of the people who provide those services. All employees' clothing should be professional and appropriate to the work performed, as set forth in these policies, and determined by each department director. The properly attired employee helps to create a favorable image for the City of Indianola.

Due to the nature of City business, each department has a specific set of dress code rules based on service and safety concerns. Employees should speak with his/her immediate Supervisor if dress code expectations for your department are unclear. The following guidelines should be followed by all employees whose department does not have a specific dress code policy:

- Employees are expected to dress in a manner that conforms to each department's dress code and is normally acceptable in their work area.
- All employees must maintain a clean, well-kept appearance.
- Clothing must be clean, well-maintained and fit properly. Tight fitting, over-sized, torn, and revealing or provocative clothing is considered unacceptable. Certain articles of clothing such as miniskirts, halter tops, sweatpants, wind pants and pajama pants will be considered inappropriate work attire for all employees. Jeans that are not ripped, tattered or worn-out may be worn on designated casual days as determined by the department director.
- Closed-toe protective shoes and stockings/socks must be worn by certain departments and in certain work areas due to OSHA safety & health regulations. Personal protective equipment should be used if applicable to the work situation.
- Perfume/colognes, nail polish, jewelry and cosmetics should be used with appropriate taste.
- Hair should be clean, combed and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length.

- Sideburns, moustaches and beards should be neatly trimmed. Eccentric styles of facial hair will not be permitted.
- Tattoos and body piercings (other than earrings) should be appropriate for the business environment. If there is a complaint filed by an employee or a member of the public, the complaint will be investigated by the Human Resources Director. A “founded” conclusion is one in which it is determined that the tattoo or body piercings are unsafe, disruptive, offensive or otherwise inappropriate when considering the circumstances, job duties and work environment. A “founded” result could mean the employee must remove the piercing or cover up the tattoo.
- Specific departmental policies and procedures may be more restrictive than this policy.

Department directors are responsible for enforcing this policy and for defining “appropriate” as necessary with guidance from Human Resources. Supervisors have the authority to ask employees to make changes, for example, removing a jewelry item, tying hair back, or requiring employees to go home and return in proper attire. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

Any prescribed and issued uniform or approved attire must be worn in its entirety while on duty. Uniforms must be clean, pressed and neatly maintained. Uniforms may be worn only while on duty or while traveling to and from work.

3.16 PERSONNEL FILES

The City of Indianola maintains a personnel file on each employee. Personnel files contain job-related information such as the employment application, performance evaluation, pay and or job changes, signed job description and disciplinary action. The City is obligated to follow Iowa Code 91B.1. The City will also keep a medical file on each employee. The medical file will consist of benefits related information, hearing test results and other medically related items.

To ensure personnel files are up-to-date at all times, employees should notify Human Resources of any changes in their name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency and so forth.

Access to Personnel Files

Personnel files are maintained by Human Resources and are considered confidential. Therefore, the City has implemented a policy around who has access to personnel files. This process coincides with Iowa Code 91B.1.

- A Supervisor or Department Head may, on a need-to-know basis, review an employee's personnel file in the presence of Human Resources.
- Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information to the extent permitted or required by law.
- A union representative shall be considered the designated representative of an employee who has filed a grievance under a union contract. The union representative may have access to the grievant's personnel file in order to investigate the grievance; however, if the union representative wishes to inspect the personnel files of other employees, those employees will be notified.
- Employees may review their own personnel file upon request and in the presence of Human Resources in the Human Resources office. Employees should contact Human Resources if they are interested in reviewing their personnel file.

Requests for Copies of Personnel Files

Employees may, at their own expense, request and receive copies of their file. Requests for copies of personnel files must be submitted in writing to Human Resources. Human Resources will comply with the request within five (5) business days of receipt of the request in accordance with the provisions of Iowa Code Chapter 91B. The City may charge a reasonable fee for copying the requested items. Employees shall not have access to written references on the employee.

Access to personnel files by persons other than authorized City administrative staff may be subject to delay for up to ten (10) days in order for the Human Resources Department to determine whether such information should be released as provided in the Code of Iowa. The employee whose file is involved will be notified of any such request. Employee names, job classifications, dates of employment and salaries and other information identified in Iowa Code Section 22.7(11) will not be subject to these requirements and will be provided upon request. Any copies made for a requestor shall have each page marked "copy." The requestor may be subject to a reasonable fee, not to exceed the maximum permitted by the Code of Iowa for copies provided.

Public Record Notice

Pursuant to Iowa Code section 22.15, the City must notify employees that should they be demoted, discharged or resign in lieu of being discharged, the fact of the demotion, discharge or resignation will be public record. In addition, any documentation showing the reasons or

rationale for the disciplinary action will be public records and disclosed should any member of the public request the records.

Health Insurance Portability and Accountability Act (HIPAA)

The federal Health Insurance Portability and Accountability Act (HIPAA) requires that employers protect medical records as confidential, separate and apart from other business records.

Therefore, records containing identifiable medical information such as health insurance and life insurance application forms, requests for medical leaves of absence, and workers' compensation reports are kept in protected files separate from the personnel file. Employees may access this information in accordance with applicable law.

3.17 EMPLOYMENT REFERENCES

All employment verification or reference requests for current or former employees are to be referred to Human Resources. The City of Indianola will normally only release the last job title and dates of employment. All other requests for information on current or former employees are also to be referred to Human Resources, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to Human Resources. Certain information will be provided only if the employee has signed a release.

3.18 EXIT INTERVIEWS

Human Resources will conduct an exit interview with employees who voluntarily resign. The exit interview will assist Human Resources in evaluating the conditions of employment with the City of Indianola and the competitive position of the City in the employment market.

3.19 CELL PHONES

Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow. Employees may carry and use personal cell phones while at work on a sporadic basis. If an employee's use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. Cell phones may not be used to take pictures or videos of others without the consent of those others and approval by their Department Head. If it is found an employee is taking pictures or videos without consent and approval, the employee will be subject to disciplinary action up to and including termination of employment. With approval from the Department Head, pictures and videos may be taken using a cell phone for special events, parks and recreation programs, etc.

Further, for employees who operate city vehicles, distracted driving due to cell phone use is prohibited. To observe safe vehicle operations, whenever practical and safely possible, employees driving city vehicles should pull over to a safe off-of-the-roadway location to initiate or to continue any non-emergency call. Texting while driving in Iowa is illegal per state law. If it is determined that cell-phone usage was a factor in an at-fault accident (ticketed) while operating a city vehicle, the employee will be subject to disciplinary action up to and including termination.

The City of Indianola may issue cell phones to employees whose jobs require them to make calls while away from work or require them to be accessible for work-related matters. Authorized cell phone users of the City of Indianola must adhere to the cell phone policy guidelines.

3.20 RETURN OF CITY PROPERTY

Any property issued to employees by the City of Indianola, such as software, computer equipment, cell phone, keys, City badge and credit card(s) must be returned at the time of the employee's termination. The employee will be responsible for any lost or damaged items.

3.21 CONFLICTS OF INTEREST

The City of Indianola's success depends on the hard work, dedication and integrity of the employees. Therefore, the City expects employees to avoid all activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although the City cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- For a customer or vendor to work as a part-time employee, full-time employee, consultant, independent contractor or in any other capacity.
- Owning an interest in a customer or vendor organization or benefiting from anyone else who seeks to do business with the City.
- Using the resources of the City for personal gain.
- Using the employee's position in the City for personal gain.

Employees who violate this policy face disciplinary action, up to and including termination. If employees are unsure about whether an activity might violate this policy, or employees who have questions about this policy, should talk to their Department Head.

3.22 OUTSIDE EMPLOYMENT

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

- The employee's Supervisor shall be informed of the outside employment to avoid possible conflict with the employee's employment with the City of Indianola. The employee should fill out the Outside Employment form.
- Employees are prohibited from performing any services for customers during nonworking time that are normally performed by the City of Indianola. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time. Public safety employees are an exception.
- Activities and conduct away from the job must not compete with, conflict with, or compromise the city interests or adversely affect job performance and the ability to fulfill all job responsibilities. If outside employment interferes with the employee's City job responsibilities, the employee will be asked to resign from one of the positions. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.
- Regular full-time employees of one department are prohibited from part-time or seasonal employment in another City department. An exception is made for emergency snow removal operations, where certain employees may be given approval to help the Street department on a case-by-case basis.
- Any outside employment that involves the use of a uniform or badge must be approved by the City Manager.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination. Employees who are on approved FMLA leave may not engage in other employment while on FMLA from the City.

3.23 GIFT POLICY

As an employee of the City of Indianola, you shall not directly or indirectly accept or receive any gift or series of gifts, as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public.

3.24 CODE OF ETHICS

As an employee of the City of Indianola, you shall adhere to the following code of ethics regarding conduct and behavior. Failure to do so can result in disciplinary action up to and including termination:

- I shall be impartial and dedicated to the best interests of the City. I shall conduct myself, both inside and outside the City's service, so as not to cause distrust of my impartiality or of my dedication to the City's best interests.
- I shall follow all applicable local and state standards for ethical conduct at all times and will not use my position with the City in an inappropriate manner or in a way that will result in personal or financial gain.
- I shall affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- I shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that I may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
- I shall consider, first, the interests of the City in all transactions.
- I shall carry-out the established policies of the City.
- I shall buy without prejudice, seeking to obtain the maximum value for each expenditure of public funds.
- I shall never engage in acts of corruption or bribery, nor will I condone such acts by other employees.
- I shall be responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.
- I shall provide a high level of customer service, working to create and maintain a safe and compassionate environment, where everyone is treated with dignity and respect.
- I shall be responsible for being familiar with the laws applicable to my area of work, comply with such laws and maintain the highest level of honesty and integrity in my business conduct.
- I shall promptly report to management when there is a reason to believe a violation of law, regulation, policy or the Code has occurred or may have occurred.
- I shall provide a work environment that is fair and equitable, free of discriminatory treatment and harassment.
- I shall ensure a safe working environment by promoting general safety and cleanliness, using appropriate equipment and PPE, completing my assigned training and complying

with applicable laws and policies that pertain to health and safe work practices. I shall report any unsafe act or practice or violation of law, to the appropriate Supervisor, our safety consultant or Human Resources.

- I shall avoid conflicts of interest or the appearance of conflicts. I shall report any conflicts of interest I may be aware of to Human Resources and or the City Manager

3.25 EMPLOYEE ETHICS

Campaign Activities

In accordance with Section 721.3 of the Iowa Code, we encourage you to vote, which is an expression of your personal opinion. However, candidates or committee members cannot solicit contributions or receive political support from you during work hours.

Employees may participate in, or contribute to, the election or appointment of public officials. Political activity, however, must not interfere with your normal work duties. No city employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

Candidates for Office

If you become a candidate for any city elective office, you automatically receive a leave of absence without pay. The leave without pay begins upon either an announcement of your candidacy or filing of a petition for office. However, this will not be later than 30 days before the primary or general election day, and it continues until you are no longer a candidate.

If elected, you may be required to resign your city position as a result of Iowa Code chapter 372 and the incompatibility of offices doctrine.

However, you may be a candidate for a non-city, non-partisan office that is not related to your employment. If this is the case, you will not be required to take the leave of absence without pay, as long as you do not campaign while you are on duty as an employee or let your duties interfere with your city job responsibilities. Leave requests for candidacy and service will be granted in accordance with Iowa Code chapter 55.

3.26 INCLEMENT WEATHER

Closed or Delayed Operations

In the event that any part of the City's operations is closed or delayed by order of the City Manager, or designee, due to weather conditions, employees of the affected operations who

were scheduled to work may be excused from duty. When a decision has been made to stop work or decrease the hours of the scheduled shift, all employees available for work will be paid regularly scheduled hours.

** Please refer to your bargaining agreements to see if this is part of your contract.*

An employee of a work unit scheduled for duty who is unable to report to work due to adverse weather conditions may request an excused absence from the immediate Supervisor prior to the start of the regular workday. The Supervisor shall decide whether an excused absence due to weather is justified. If not granted by the Supervisor, the employee shall be required to report to work at the scheduled time. If an excused absence is granted, the employee may use his/her paid leave time.

3.27 SMOKE-FREE WORKPLACE POLICY

Iowa Code Chapter 142D, "Smoke-free Air Act" became effective on July 1, 2008, for the State of Iowa and its political sub-divisions, including the City of Indianola, Iowa. The State law was created to "...regulate smoking in public places, places of employment, and outdoor areas in order to protect the public health and the health of employees".

- "Public building" means an enclosed area owned, leased, or operated by or under the control of the state government or its political subdivisions.
- "Public place" means "an enclosed area to which the public is invited or in which the public is permitted" and an "enclosed area" means "all space between a floor and ceiling that is contained on all sides by solid walls or windows, exclusive of doorways, which extended from the floor to the ceiling".
- "Entrance" means "any doorway to an enclosed area used by the public or employees for ingress to any public place or place of employment but does not include any doorway designated for use as an exit in an emergency only".

The purpose of the State law is "to reduce the level of exposure by the general public and employees to environmental tobacco smoke in order to improve the public health of Iowans."

- Smoke/Smoking means "inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe or other tobacco product in any manner or in any form" including electronic cigarettes.

Employees who choose to smoke, must do so in accordance with this section and during normal meal and break periods. Employees are not provided with additional time away from work to smoke.

Indoor Areas

Smoking inside is not allowed in an enclosed public place, in vehicles, or in motorized equipment owned or operated by the City of Indianola.

The following provisions will govern the signage posting requirements of the law:

- “No Smoking” signs will be posted at each entrance to the public place and place of employment that may be utilized by the public or the employee to enter or exit an enclosed facility.
- “No Smoking” signs will be posted in vehicles and in motorized equipment used to transport the public or the employee, such sign will be visible from the exterior, and smoking is prohibited regardless of where the vehicle or motorized equipment is located. The City of Indianola excludes unmarked Police vehicles from the requirement to post “No Smoking” sign.
- “No Smoking” signs will be posted in rented enclosed park shelters, and in park restrooms.
- Smoking will continue to be a prohibited activity in all City of Indianola automotive garages or bays used either for equipment maintenance or storage including the Police sally port; and will continue to be prohibited in all hazardous storage areas, or where flammable or toxic materials or fumes are present.
- “No Smoking” signs will meet the specifications of the State 641 Iowa Administrative Code, Chapter 153, specifically, for buildings at least 24 square inches in size, and for vehicles at least 9 square inches in size; legible font type, contain the words “No Smoking” or the international “no smoking” symbol, the telephone number for reporting complaints, 1-888-944-2247, the department of health website, www.iowaSmokefreeAir.gov.

Outdoor Areas

Smoking is not allowed on the grounds of any public building. The grounds of any public building means an outdoor area of a public building that is used in connection with the building, including but not limited to, a sidewalk or driveway immediately adjacent to the building, a sidewalk in the public right-of-way; a sitting or standing area immediately adjacent to the building; a patio; a deck; a curtilage or courtyard; a swimming or wading pool; or a beach, or any other outdoor area as designated by the person having custody or control of the public building.

No smoking signs will be posted in the above specified areas.

Smoking is allowed in privately owned vehicles in the City of Indianola parking lots.

As the employer, owner, operator, manager, or person having custody or control of a place where smoking is prohibited, the City shall not permit smoking in a public place, place of employment, outdoor area where smoking is prohibited, or an area declared nonsmoking.

The City of Indianola shall not retaliate against any employee, applicant for employment, or customer that exercises any rights under, registers a complaint regarding, or attempts to prosecute a violation of Iowa Code Chapter 142D.

The Iowa Department of Public Health has designated the law enforcement authorities of the City of Indianola as a political subdivision of the state to assist with the enforcement of Iowa Code Chapter 142D.

Police officers may issue a citation in lieu of arrest pursuant to Iowa Code chapter 805 against a person who smokes in an area where smoking is prohibited pursuant to Iowa Code Chapter 142D.

Employees who are interested in a smoking cessation program, may access programs through the City's Employee Assistance Program.

EMPLOYEE CONDUCT & DISCIPLINE

4.1 EMPLOYEE CONDUCT

Employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers and the City of Indianola, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the City. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the City considers inappropriate include, but are not limited to, the following. This type of behavior is subject to disciplinary action, up to and including immediate termination.

- Falsifying employment or other City records
- Violating the City of Indianola's Anti-Harassment & Discrimination Policy
- Violating state, federal or local laws and regulations

- Violating security or safety rules or failing to observe safety rules or City of Indianola safety practices; failing to wear required safety equipment; tampering with the City of Indianola's equipment or safety equipment; failing to report inappropriate security or safety procedures or acts
- Soliciting gratuities from customers or clients
- Exhibiting excessive or unexcused absenteeism or tardiness
- Failure to report an absence to the Supervisor or Department Head when one is absent. Being absent from work without permission and failing to report such absence for three consecutive workdays will constitute a voluntary resignation from employment.
- Possessing firearms, weapons, or explosives on City property without authorization, in violation of City policy or while on duty
- Using City property and supplies, particularly for personal purposes in an excessive, unnecessary, or unauthorized way
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on City premises or when representing the City; fighting, or provoking a fight on City property, or negligent damage of property.
- Reporting to work under the influence of drugs or alcohol, and/or illegally manufacturing, possessing, using, selling, distributing, or transporting drugs
- Committing theft or unauthorized possession of City property or the property of fellow employees; possessing or removing any City property, including documents, from the premises without prior permission from management; using City equipment or property for personal reasons without proper authorization; using City equipment for profit
- Committing, attempting, or conspiring to commit fraud (including any such act prior to assuming office or employment)
- Giving confidential or proprietary City information to competitors or other organizations, or to unauthorized City employees; working for a competing business while an employee of the City of Indianola; breaching confidentiality of personnel information
- Using obscene, abusive, or threatening language or gestures
- Acting in an insubordinate manner; being disrespectful
- Dishonesty and lying to Supervisors in connection with an employee's job, investigation or other work-related matter. Intentionally filing a false report of wrongdoing.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Conduct unbecoming of a City employee while on or off duty; conduct on the job, which violates the common decency or morality of the community.

- Sleeping or loitering during working hours
 - Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on working time.
- Posting, removing, or altering notices on any bulletin board on City property without the permission of management or in violation of procedures related to same
- Smoking in restricted areas or at non-designated times, in accordance with City policy

Should an employee's performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory based on violations either of the above or of any other City policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination. Each case shall be considered on its merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender.

4.2 DISCIPLINARY ACTION

The City of Indianola expects all employees to be aware of and to follow workplace policies and rules for the well-being of our employees, citizens, visitors, and business operations. Employees are expected to comply with all policies, procedures, and rules as well as requirements from federal, state and local laws. The City also expects employees to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The City of Indianola's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed consistent with the City of Indianola's organizational values and mission.

Outlined below are the steps of the City of Indianola's progressive discipline policy and procedure. The City of Indianola reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, or training, the employee's work record and the impact the conduct and performance issues have on the organization. Supervisors and Department Heads should speak with Human Resources and or the City Manager prior to issuing any disciplinary action. Should an employee disagree with the disciplinary action they have received, they are to follow the City's Grievance Procedure.

The City of Indianola's progressive discipline process is as follows:

- Verbal warning – verbally counsel an employee about the issue of concern and written record of the discussion will be placed in the employee’s personnel file for future reference.
- Written warning – used when the behavior or violation is more serious in nature or when a verbal warning has not changed unacceptable behavior. Written warnings will be placed in the employee’s personnel file.
- Suspension – used when there are serious, intentional, or repeated transgressions. Length of suspension is determined based on severity of the transgression. Suspension is without pay and will be documented and placed in the employee’s personnel file. Employees who are exempt from the Fair Labor Standards Act shall not be subject to the suspension without pay for periods of less than a seven-day work period.
- Termination – upon approval from the City Manager and recommendation from the Human Resources Director. Reason for termination will be documented and placed in the employee’s personnel file.

Before or during imposition of any discipline, employees will be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Police and Fire employees are subject to the rules contained in this employee handbook. The Civil Service Commission, however, governs the procedure for the separation and removal of police and fire personnel.

The City will comply with all state and federal laws regarding pre-termination and post-termination hearings.

Probationary Employees, Seasonal/Temporary Employees

This policy and process does not apply to employees who have not completed their probationary periods or to seasonal/temporary or intermittent employees. The City retains the right to dismiss a probationary seasonal/temporary or intermittent employee without any requirement to pursue progressive disciplinary procedures when it is determined that the employee’s conduct or job performance warrants immediate dismissal. In addition, not every step will be taken in each case.

4.3 GRIEVANCE PROCESS

The purpose of this grievance procedure is to assure fair and equitable treatment for all employees not covered by a union contract, including Supervisors and Managers; to promote harmonious employer-employee relations; to establish a review procedure on matters for

which an appeal and hearing are not specifically provided by law; to provide employees a systematic means for receiving full consideration of problems when efforts to resolve them through discussion have failed; to encourage the settlement of disagreements as near as possible to the point of origin; when necessary to provide an orderly procedure to handle the review and resolution of disagreements by successively higher supervisory levels; and to provide for resolution of disagreements as quickly and efficiently as possible.

- Grievances may be initiated only by the affected employee.
- The parties to the grievance may extend the time limits specified in the grievance procedure by mutual agreement. Upon the failure of the City to comply with the time limits set forth in the procedure, the employee may proceed to the next level of review. Failure of the employee to comply with the time limits set forth in the procedure shall constitute an abandonment of the grievance.
- The employee is assured freedom from reprisal from the City or its representatives for using the grievance procedure.
- Records of grievance proceedings and supporting documentation will be maintained separately from the employee's personnel record.
- Failure of the employee to take action at any time during the grievance process will constitute abandonment of the appeal.

Should an employee need to file a grievance, the employee should follow the chain of command as defined in the below process:

Step 1 - The Employee should speak with their immediate Supervisor within ten (10) calendar days of the date of the Employee's knowledge of its occurrence. The Supervisor shall respond to the Employee within five (5) working days in writing.

Step 2 - If the grievance has not been settled, it shall be reduced to writing by the Employee and presented to the Department Head within five (5) working days of the Supervisor's response to Step 1. The Department Head shall respond in writing to the Employee within five (5) working days.

Step 3 - If the grievance has not been settled, it shall be presented in writing by the Employee to the Human Resources Director within five (5) working days of the Department Head's response to Step 2. The Human Resources Director shall respond in writing to the Employee within five (5) working days.

Step 4 – If the employee is still not satisfied with the response from the Human Resources Director, the employee shall present their grievance in writing to the City Manager within five (5) working days of the Human Resources Director's response to Step 3. The City Manager will respond and or meet with the aggrieved employee within thirty (30) working days after receipt

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of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant within ten (10) working days, and the answer shall be final.

All grievances shall be submitted, if at all, only as provided above. The grievant shall not submit his or her grievance to any elected official; however, the grievant may submit his or her grievance to the City Attorney if the grievance involves the City Manager or any elected official.

COMPENSATION

5.1 COMPENSATION INTRODUCTION

The purpose of the City of Indianola's compensation system is to support the recruitment, motivation, success, and retention of qualified and productive employees and to encourage and reward activities that promote the City of Indianola. The Compensation Plan covers city positions not represented by a bargaining group with a compensation range that shall be the 50th Percentile Pay Grade with a Defined Ten Step Increment Plan based on the level pay grade structure.

The objectives of the City of Indianola's compensation program are:

- To establish a salary range for each job that is based on a systematic blending of the job's skills required to perform a job and the competitive labor market.
- To establish a system that is fiscally sound and cost effective.
- To provide a compensation program that is understood by employees.
- To provide internal and external equity and competitiveness.
- To provide a pay system that can be easily administered and maintained.
- To comply with federal, state and local laws.

The City Manager shall have authority, under City Council direction:

- Establish a general schedule of grades and salaries.
- Establish job descriptions for each position.
- Establish a grade for each job description based on level of responsibility and difficulty of assigned duties.
- Assure uniform pay and qualification requirements for employees with similar duties and responsibilities.
- Determine the number of authorized job positions permitted for each department.

- Assure any adjustments made to the pay plan, job descriptions and grades will become effective with the first full pay period as authorized.
- Implement market pay adjustments when deemed necessary.

Where applicable, the union contract will supersede this policy.

Wage Payment Complaint Process

It is the policy of the City to comply with all applicable laws with respect to payment of wages and benefits to employees including laws such as the federal Fair Labor Standards Act and the Iowa Wage Payment Collection Act. The City will not make pay deductions that violate either the federal or state laws.

Any employee who believes that the City has made an inappropriate deduction or has failed to make proper payment regarding wages or benefits is encouraged to immediately consult with their Supervisor. Alternatively, an employee may file a formal written complaint with the Director of Human Resources. Within fifteen (15) business days of receiving the complaint, the Human Resources Director will decide as to whether the pay deductions were appropriate and provide the employee with a written response that may include reimbursement for any pay deductions that were not appropriately made.

This complaint procedure is available in addition to any other complaint process which also may be available to employees.

If, for some reason, an overpayment of wages occurs, employees will be given the option of paying back the amount overpaid in a lump sum, or, they may elect to pay the overpayment back over a series of payrolls.

Compensation Comparables

The City of Indianola City Council has approved the following cities to be comparable cities for human resources related matters to include compensation and benefits.

Altoona	Des Moines	Newton	Ottumwa	Urbandale
Ankeny	Grime	Norwalk	Pella	Waukee
Clive	Marshalltown	Oskaloosa	Pleasant Hill	West Des Moines

Pay Ranges

Pay ranges will be established annually for approval by the City Council. Pay ranges are determined for each job after periodic review of salary surveys reflecting jobs. The salary range/grade structure shall be designed to reflect the levels of responsibility for the various job classes within the City of Indianola. Benefits will be considered as part of the total compensation. As a result, the value of the City of Indianola's benefits package will be taken into consideration in determining appropriate compensation levels.

Salary guidelines are intended to balance the internal consistency and equity of the pay system, while being responsive to the labor market. Below are the City of Indianola's salary guidelines:

- The starting salary shall be at least the minimum of the salary range. City Manager and or Department Head, with approval from the Senior Budget Analyst and Human Resources Director, has authority to approve a higher starting salary based on the candidate's experience, knowledge, skills, abilities and the market.
- The following factors may be considered in determining an appropriate starting salary:
 - Current salary rates for the specific classification in the relevant market.
 - The qualifications of the candidate relative to the needs of the position and the qualifications of other available candidates.
 - The relative success of the current recruitment, and relevant prior recruitment history for the classification.
- Establish pay rates for individual employees based on skills, abilities, job requirements and market analysis.
- Internal equity with current incumbents of the position, with regard for qualifications and length of service.
- Salary ranges are established in the 50th percentile based on data from comparable communities.
- All starting salaries must be coordinated with the Human Resources Director.

Promotional Salaries

Upon promotion to a class in a pay grade with a higher maximum salary, an employee shall receive the minimum salary of the higher range. City Manager may, at his/her discretion, approve a higher starting salary based on the candidate's experience, knowledge and skills. The higher salary shall become effective on the date of promotion which will be the beginning of the next pay period. All promotional salaries must be coordinated with the Human Resources Department.

Step Advancements

Step increases will be granted to full and permanent part-time employees and will be effective at the beginning of the pay period following the employee's position start date anniversary.

Step advancement will be granted as outlined on the comprehensive table. The defined ten step increment plan advances an employee through the minimum to the maximum with 3.4% increment between each step. Steps will be granted for satisfactory performance. Step advancements are not a guarantee; the City Manager and or Department Head will evaluate each individual employee.

Market Adjustments

A manager may request an analysis of an employee's salary at any time the manager deems appropriate. This request should be made to the Human Resources Director, who will review the employee's salary in comparison to other employees in comparable positions and within the guidelines of the City of Indianola's compensation policy. City Manager has authority to approve and implement market adjustments, under City Council direction.

Demotion and Transfer

A voluntary or involuntary demotion may be made to a vacant position in a classification with a lower maximum salary. An employee who is voluntarily or involuntarily demoted must possess the minimum qualifications for the lower position.

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

When a demotion is made for reasons other than disciplinary action, the Human Resources Director and the Department Director may recommend, with City Manager approval, continuation of an employee's present salary, even if it is above the maximum of the new class. In such cases, the employee shall not be eligible for base pay increases until the scale maximum exceeds the employee's salary.

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

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

Reclassification

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

Temporary Assignments

At times, an employee may be asked to pick up additional duties to help out with a vacant position as a result of a resignation, termination, death or leave of absence. When asked, an employee will receive a temporary 5% increase to help with these additional duties effective the first of the pay period following the vacancy. At the time the new incumbent starts, or additional work is no longer needed, the temporary 5% increase will be removed.

5.2 LONGEVITY PAY

Non-Union full-time non-management and part-time employees scheduled 20 hours or more per week who were receiving longevity pay prior to February 6, 2023, will continue to receive longevity pay. Union employees refer to union contracts.

Non-Union full-time

YEARS	ANNUAL PAY	HOURLY PAY
5 - 9.99	\$250	12.0 Cents/Hour
10 - 14.99	\$300	14.4 Cents/Hour
15 - 19.99	\$350	16.8 Cents/Hour
20+	\$400	19.2 Cents/Hour

Non-union, part-time

YEARS	HOURLY PAY
1 year	\$.05/hour
3 years	\$.10/hour
5 years	\$.15/hour

5.3 REPORTING TO WORK

A work hour is any hour of the day that is worked and should be recorded to the nearest quarter of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven (7) consecutive days beginning on Sunday and

ending on Saturday. Pay periods are biweekly; payment of salary will be made no later than six (6) calendar days following completion of the pay period.

Employees will submit their timesheet weekly to their Supervisor. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

5.4 REST BREAKS AND MEAL PERIODS (NON-EXEMPT EMPLOYEES)

Employees may take up to a 15-minute rest break in the morning and in the afternoon; this break time shall be considered paid time. Lunch or other meal periods will not be more than one hour or less than 30 minutes and will be unpaid. Lunch or other mealtimes shall not be combined with paid rest break times, unless approved in advance by the Department Head or stated in the bargaining unit contract.

For part-time employees, either a lunch and/or work break may not be applicable to the employee's schedule; but when applicable, the employee should follow the above guidelines.

The Direct Supervisor must approve the length of the meal period unless a collective bargaining agreement says otherwise.

5.5 OVERTIME

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

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

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

5.6 COMPENSATORY TIME

All non-exempt employees whose total work and/or leave hours exceed forty (40) hours in a standard work week are eligible for overtime or compensatory time. Compensatory time is calculated at a rate of one and one-half (1 ½) hours for each one (1) hour worked in excess of

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forty (40) hours in a regular work week. A maximum of 80 hours will be allowed to accumulate.

The City Manager or appropriate Department Head shall authorize compensatory time for an eligible employee. Should an employee accumulate more than 80 hours, the employee may be required by their Supervisor to schedule and take time off.

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

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

5.7 DECEASED EMPLOYEES

A lump sum payment of unpaid compensation will be made to the deceased employee's estate. Compensation shall include pay for the date of death subject to the following conditions:

- Deceased employee was in pay status on the day of death.
- Deceased employee was in pay status immediately preceding their day of death.
- Payment for day of death shall be for hours worked in their normal workday.

Employees on sick or annual leave are considered to be in pay status.

5.8 DIRECT DEPOSIT

The City requires all employees hired after July 1, 2005, to be enrolled in direct deposit. Employees may choose the bank of their choice and may have more than one account. There is no cost to the employee to have direct deposit with the City of Indianola.

BENEFITS

6.1 HEALTH INSURANCE

Health and Prescription Drug Insurance

The City provides all full-time employees with a high deductible health plan with a Health Savings Account (HSA). Employees are eligible for benefits on the first of the month following their hire date. Refer to the Employee Benefits Booklet and Summary Plan Description for a detailed description of the health benefits and premiums. To be eligible for the health savings account benefits, employees must be enrolled in the health insurance plan.

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

Dental

The City provides dental insurance to all full-time employees.

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

Refer to the City of Indianola Benefits Booklet for specifics on the dental insurance coverage and premiums.

Vision

The City provides vision insurance to all full-time employees.

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

Refer to the City of Indianola Benefits Booklet for specifics on the vision insurance coverage and premiums.

Health Plan Eligibility and the Affordable Care Act

For you to be eligible to participate in the City of Indianola Health Plan, you must be a full-time employee as defined in the regulations. In general, you are a full-time employee if you average at least 30 hours of service per week (or 130 hours of service in a calendar month). As a full-time employee, you may also elect coverage for your dependent children up to age 26. Please refer to the applicable Benefit Plan Descriptions and policies or enrollment materials for information on other individuals that may be eligible for coverage.

If you are hired as a regular full-time non-seasonal employee, your Employer has hired you to perform **30 or more hours of service per week (or 130 hours of service per month)**. Your eligibility and the eligibility of your dependents is set forth in the Benefit Plan Descriptions or

enrollment materials provided by your Employer. These materials will address any waiting period, enrollment procedures, and other pertinent information. You will continue to be treated as a full-time employee as long as you maintain hours of service in keeping with the full-time definition outlined above.

If you are not hired as a regular full-time non-seasonal employee, but are hired as a variable hour, part-time, or seasonal employee, your Employer will use a Look-Back Measurement Method to determine if you are a full-time employee.

- A **Measurement Period** for counting your hours of service to determine your full-time employee eligible for health coverage.
 - If you are an Ongoing variable hour, part time, or seasonal employee, this Measurement Period (also called the “Standard Measurement Period”) will be used in determining your eligibility for health coverage during the Standard Stability Period. The Standard Measurement Period used by your Employer is the 12-month period beginning May 1 each year and ending the following April 30.
 - If you are a new variable hour, part time, or seasonal employee, the Measurement Period (also called the “Initial Measurement Period”) will be used in determining your eligibility for health coverage during the Initial Stability Period. The Initial Measurement Period used by your Employer is the 12-month period beginning on the first day of the calendar month following your start date.
- An **Administrative Period** is a short period between the Measurement Period and the Stability Period when your Employer performs administrative tasks, such as determining eligibility for health coverage and facilitating plan enrollment.
 - If you are an Ongoing variable hour, part time, or seasonal employee, this Administrative Period (also called the “Standard Administrative Period”) used by your Employer is the 2-month period beginning May 1 each year and ending the following June 30.
 - If you are a new variable hour, part time, or seasonal employee, this Administrative Period (also called the “Initial Administrative Period”) used by your Employer is the partial month before the Initial Measurement Period plus the 1-month period after the Initial Measurement Period prior to the Stability Period.
- A **Stability Period** is a period that follows a Measurement Period and is the period during which you will be entitled to health coverage if you are determined to be a full-time employee. Your hours of service during the Measurement Period will determine

whether you are a full-time employee who is eligible for coverage during the Stability Period. As a rule, your status as a full-time employee or a non-full-time employee is locked in for the entire Stability Period, regardless of how many hours you work during the Stability Period, as long as you remain an employee of the Employer. There are exceptions to this general rule for employees who experience certain changes in employment status.

- If you are an Ongoing variable hour, part time, or seasonal employee, the Stability Period (also called the “Standard Stability Period”) used by your Employer is the 12-month period beginning July 1 each year and ending the following June 30.
- If you are a new variable hour, part time, or seasonal employee, the Stability Period (also called the “Initial Stability Period”) used by your Employer is the 12-month period beginning the first day of the 2nd calendar month after the end of the initial measurement period.

Special rules apply when an employee is rehired by the Employer or returns from an unpaid leave.

The rules for the Look-Back Measurement Method are very complex. Keep in mind that this is just a general overview of how the rules work. More complex rules may apply to your situation. The Company intends to follow the IRS final regulations (including any future guidance issued by the IRS) when administering the Look-Back Measurement Method. If you have any questions about this measurement method and how it applies to you, please contact your Human Resources Manager.

6.2 FLEXIBLE SPENDING ACCOUNTS

Regular full-time and regular part-time employees (who qualify for health insurance under the Affordable Care Act) are eligible to participate in the City’s Section 125 Flexible Benefit Cafeteria Plan. As a part of the City’s Section 125 plan, any premiums you pay for medical or dental insurance will be deducted from your paycheck on a pretax basis.

Eligible full-time employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/or dependent care expenses. The Human Resources Department will distribute more information prior to the beginning of each plan year.

6.3 COBRA

As provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, the City of Indianola shall offer employees and covered dependents the opportunity to continue group health (medical, dental and vision) insurance benefits beyond the normal coverage termination dates. When an event occurs that might otherwise disqualify an employee or dependent for group health insurance coverage (i.e. separation from employment, divorce, etc.), an individual may continue the present level of benefits by contributing an amount equal to the total premium plus a 2% administrative fee. The period during which an individual may continue benefits varies depending on the reason for the loss of eligibility. The City COBRA administrator will notify the employee of continuation rights at the time that an employment-related event occurs which may affect the employee's eligibility for insurance coverage. If an individual qualifies for COBRA benefits due to a qualifying event such as divorce, the employee or a family member must also notify the Human Resources Department. This notice should be given before the qualifying event, or as soon as possible thereafter, but not more than 30 days after the qualifying event.

6.4 LIFE INSURANCE

The City provides life insurance for all employees. The amount of life insurance provided is dependent upon union status. Union employees should refer to their union contract for their life insurance eligibility. Non-union employees are entitled to life insurance on the first of the month following their hire date. Employees should refer to the Employee Benefits Booklet and Summary Plan Description for a detailed description of their life insurance. Union employees should also refer to their union contract.

The City also offers voluntary life insurance for employees, spouses, and children. The life insurance plan is reviewed and approved annually by the City Council.

6.5 SHORT AND LONG-TERM DISABILITY

The City offers short and long-term disability for full-time employees. After seven (7) consecutive days and upon approval of the insurance company, short-term disability begins and pays 70% of income up to a maximum of \$1000 per week. Employees may supplement the difference in pay with their sick, vacation and personal time while on short-term disability.

Upon approval of the claim by the insurance company, long-term disability begins after short-term disability ends (6 months). No sick leave can be used with long-term disability.

Employees should refer to the Employee Benefits Booklet and Summary Plan Description for a detailed description of their short and long-term disability insurance. Union employees should also refer to their union contract.

The short and long-term disability insurance plan is reviewed and approved annually by the City Council.

6.6 RETIREMENT

The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees (except full-time police officers) is the Iowa Public Employees' Retirement System (IPERS). For full-time police officers the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Detailed information about both systems is available from the Human Resources Department.

6.7 DEFERRED COMPENSATION

The City of Indianola provides deferred compensation to permanent full-time and permanent part-time employees. Employees may defer, or set aside, a portion of their paycheck and delay paying federal and state taxes on that amount, usually until they retire.

Full-time employees who are at grade 9 or above on the City of Indianola pay scale are eligible for a \$100 City contribution per month. Employees are eligible for this benefit immediately following enrolling in the plan.

The city will match full-time employee contributions dollar for dollar up to \$75 per month. Employees are eligible for this benefit immediately following enrolling in the plan.

Refer to the union contract for details on the deferred compensation plan for union employees. Should the benefit not be specified in the union contract, then union employees will receive a dollar for dollar match up to \$75 per month. The deferred compensation plan is reviewed and approved annually by the City Council

Part-time employees are eligible to contribute but not eligible for the city match.

6.8 EMPLOYEE ASSISTANCE PROGRAM

With the hectic pace of our daily lives, we encounter a variety of problems at home, work, or other life areas. It is not uncommon to experience marital, emotional, legal, alcohol/drug, financial, family or a wide variety of other problems. Generally, we are able to deal on our own with the stressors of everyday living; however, in some situations outside help may be welcome. Regardless of the type of problems, help is available through the Employee Assistance Program (EAP).

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EAP's service is offered as a benefit to all employees and family members within our organization. Initial counseling and referral services are confidential and at a discounted or no cost, depending on the service. Counselors are available 24-hours a day, 7-days a week. If problems do arise, the employee assistance program can help. Refer to your benefits booklet or contact Human Resources for EAP contact information.

6.9 WELLNESS PROGRAM

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

To encourage year-round wellness, the City provides employees with the following:

- Participation in some Indianola recreation programs at no cost, i.e. cooking classes, exercise classes. Check with the activity center on which programs apply as it does change based on what is offered.
- The membership fee to the Indianola Wellness Campus will be provided by the City, up to and including eligible spouse/dependents. A portion of a membership fee with an athletic center may be reimbursed by the City. See below for more details.
- Employees and their spouses may use the Memorial Aquatic Center at no charge; there is a fee for children, however.
- Employee Assistance Program for use by employees and immediate family members, to include spouse and children.
- Enhanced yearly blood screening panel and biometrics for full-time employees and spouses.
- Yearly flu shots will be available for full-time employees, spouses, and children.

Indianola Wellness Campus Membership

The City of Indianola will pay for membership to the Indianola Wellness Campus.

Eligibility

- Full-Time Employees who have elected to receive a full membership to the Indianola Wellness Campus, up to and including a family membership for their eligible spouse and/or dependent(s)
- OR a single Indianola Wellness Campus membership plus \$25 monthly wellness reimbursement, using the process outlined below.

- Part-Time Employees who work a minimum of four (4) hours per month each month and who have elected to receive a full single membership to the Indianola Wellness Campus.
- Elected or appointed City of Indianola officials and appointed IMU Board of Trustees who have elected to receive a full single membership to the Indianola Wellness Campus.

Eligible employees (and eligible family members) are responsible for signing up for membership at the Indianola Wellness Campus. Employees may enroll or make changes at any time. The IWC will notify payroll when an employee has elected the benefit. An eligible family is defined as another adult residing in the same household and dependent children under the age of 23. You may be asked to provide proof of dependency upon joining.

Full-time employees with a family membership at another fitness facility may opt to have only a single Indianola Wellness Campus membership and be reimbursed \$25 per month for membership at another facility. In this case, the employee must fill out the Athletic Center Reimbursement Form with a receipt or a copy of a bank statement, and their supervisor must sign the form. The form shall be submitted to the Finance Department for payout. The Employee must submit for reimbursement each month and the form must be received by the Finance Department within 60 days of the date of payment.

Employer-paid membership to the Indianola Wellness Campus will terminate at the end of the month in which the employee terminates employment. Notice of termination will be provided to IWC from the HR Department.

6.10 TUITION REIMBURSEMENT

Employee education is important to the City of Indianola. The City of Indianola encourages employees to further their education to help them grow within the City. In keeping with this philosophy, the City of Indianola offers tuition reimbursement for employees to go back to school.

Full time employees who have completed their probationary period are eligible for \$1,200 per fiscal year upon successful completion of a work-related course (successful completion is a "C" or better) with a lifetime maximum of \$4,800.

Guidelines

- Employee must be enrolled in an accredited college or university.
- Coursework/degree program must be related to the employee's current position or help them grow within the organization.
- Employees can receive reimbursement for tuition, books, and lab fees.
- Reimbursement is as follows:

- Grades A, B or C = 100% reimbursement
- Any grade below a C is not eligible for reimbursement.
- If pass/fail course, 100% for pass, 0% for fail.
- A fail is not eligible for reimbursement
- Should the employee decide to leave employment with the City, the employee must repay 100% of any reimbursement under this policy received during the twelve (12) months preceding the employee's termination date and 50% of any reimbursement under this policy received 13-24 months prior to the employee's termination date.

Procedure

1. Employee must complete the Tuition Reimbursement form and obtain Department Head approval prior to enrolling in the course.
2. Upon enrollment, employee must turn in the tuition reimbursement form with copies of receipts and class enrollment to Human Resources.
3. Upon completion of the course, employee must turn in their grades to Human Resources. Employees have sixty (60) days following the end of their course to submit for reimbursement.
4. Upon approval by Human Resources, Human Resources will submit the form to the finance department for reimbursement.

Union employees should refer to their union contract for details on tuition reimbursement.

6.11 MILEAGE REIMBURSEMENT AND VEHICLE USE

Personal Vehicle Use

Employees may use their personal vehicle for business only if the use of a City vehicle is not feasible and approved by their department director. Employees using personal vehicles for business purposes will be reimbursed based on miles traveled. If using their personal vehicle for conference travel, mileage reimbursement would be less than the employee's normal to and from work commuting miles and at the allowable rate established by the IRS. This rate is regularly reviewed and adjusted based on IRS guidelines.

IE: An employee normally drives 5 miles each morning to work, and 5 miles back home. If they instead drive to a conference 20 miles away, then they would be eligible for reimbursement of 30 miles for that conference (20 to conference, 20 from conference, less 10 commuting miles).

- Staff shall be responsible for all expenses including but not limited to insurance, maintenance, repair, oil, lubrication, fluids, tires, battery, washing and fuel costs for their vehicle.
- When used to conduct City business, personal vehicles are required to have a minimum automobile insurance coverage for liability of a split limit of \$100,000 per person and \$100,000 property or a combined single limit of \$500,000. In case of a claim, a City's employee's private insurance coverage shall be considered primary. The City shall not be responsible for any damage to a personal vehicle.
- The vehicle allowance and mileage reimbursement include a factor for both liability and collision insurance coverage.
- Employees shall operate their personal vehicle in a safe, courteous and prudent manner while performing City business including specifically the use of seat belts by both the driver and passenger. In addition, all employees are required to comply with all traffic regulations, laws and ordinances when operating a City vehicle or personal vehicle for City business. This includes the law prohibiting texting while driving. At no time should employees jeopardize the safety of themselves, other City employees, or the public when operating motor vehicles.

In order to be reimbursed for mileage, an employee must complete an Employee Expense Report Form with a printed-out map from google maps showing the route. Their Department Head must approve the reimbursement, accounts payable will then process a check for reimbursement.

City Vehicle Use

At no time shall an employee use a City owned vehicle, facility, or equipment for personal use. The City recognizes that certain employees need the regular use of a vehicle to fulfill their job duties and responsibilities. The City Manager, or designee, assigns the use and responsibility of a vehicle to some employees where their job duties and responsibilities make a vehicle necessary.

- Prior permission shall be received from the City Manager before a City owned vehicle is used for overnight meetings. Employees, with Department Head approval, may take City owned vehicles home when they are on-call, however, should not use the vehicle for personal reasons.

- Employees shall operate City vehicles in a safe, courteous, and prudent manner while performing City business including, specifically, the use of seat belts by both the driver and passengers. In addition, all employees are required to comply with all traffic regulations, laws and ordinances when operating a City vehicle or personal vehicle for City business. This includes the law prohibiting texting while driving. At no time should employees jeopardize the safety of themselves, other City employees, or the public when operating motor vehicles.
- Vehicles are to be serviced in accordance with the manufacturer's specifications at recommended intervals.
- Vehicles are to be kept neat, clean and in a good state of repair at all times including washing and waxing at regular intervals.
- Repairs are to be made promptly.
- Per the Iowa Smoke Free Air Act, smoking in any City-owned vehicle is prohibited. . Additionally, the use of tobacco products in any form, such as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or vape is prohibited in any City-owned vehicle. This prohibition is related to employee health, other employees riding in the vehicle, image, and potential vehicle resale. Violation of this policy may result in disciplinary action including termination.
- According to the Internal Revenue Code, Section 274, employees are subject to be taxed for vehicle use if not for City benefit. This would include vehicles used to commute to and from work, drive home, break time, and lunch hours. Employees will pay taxes on a quarterly basis. Not subject to the fringe benefit tax would be police, fire, ambulance, and utility "trucks", or vehicles driven home for the benefit of the City, such as the water pollution control department due to specialized equipment in vehicle. Superintendents can exempt the days that they were actually called out and that they reported directly to the job site to fulfill the essential portions of their supervisory jobs. Normal workdays without callouts are not to be exempted.

6.12 TRAVEL AND TRANSPORTATION

The City of Indianola has prepared this policy to establish a consistent basis for the actions of City personnel with regards to City-paid travel, training, and meal expenditures and to provide broad guidelines for the reimbursement of such expenditures. It is the policy of the City to reimburse employees for all necessary and reasonable expenses incurred while on authorized City business.

The policy described in this section shall apply to mileage and per diem reimbursements. The City will specify the conditions under which mileage and/or per diem reimbursement is payable.

Authorization for Travel and Training

All predicted travel and training requests should be included in the annual budget setting process.

- For any budgeted travel/training, authorization has already been given through the budget process; further pre-authorization is not required prior to incurring the expenses, notwithstanding any specific procedures established by Department Heads for their staff.
 - If an unplanned travel or training need arises during the year and is not budgeted, a request for the trip, including an estimate of all expenses (including overtime for non-exempt employees) must be submitted to the Department Head for approval, or in the case of a Department Head, to the Finance Director for approval.
 - If the unbudgeted travel is out-of-state, the request must also be approved by the City Manager prior to expenses being incurred.
 - All travel requests are to be reviewed by the Department Director using job relevancy and City benefit as a basis for approval or disapproval of the request.
- Items that could be considered are:
- Federal, State, or local mandated training: Required training for licensing, certification, or other qualifications.
 - Preparatory Training: Applies where an employee's future job responsibilities, in all probability, will incorporate and require new or little used skills which can be readily acquired only by outside training.
 - National, Regional, or State conferences and workshops: Attendance contingent upon quality of workshop/conference as this relates to staff member's current job responsibilities.

Meals

For eligible meals, reimbursement shall be allowed for actual meal expenses incurred, including up to 15% tip on each meal, and subject to limits laid out below.

- Meal receipts are generally eligible for reimbursement if:
 - The meal was not already provided as part of a paid registration; and
 - Participation in the business-related conference was directly authorized.
 - For any training provided by the local ILEA (IA Law Enforcement Academy), reasonable priced meals are available through ILEA, and will be paid for by the City. If the employee chooses not to have the City purchase the ILEA meal, no meal receipts are eligible for reimbursement.

- It should be noted that eligibility for reimbursement does not imply whether the meal will be considered taxable or excludable wages under IRS guidelines. The City will follow applicable IRS guidelines to determine taxability.
- Those traveling on City business will use discretion in keeping meal costs at reasonable levels. It is expected that the employee's meal expenses will not exceed \$50 per day for three meals, not including tip. The \$50 limit is applicable to both in-state and out-of-state travel.
- Meal allowances will be broken down as follows:
 - Breakfast \$10
 - Lunch \$14
 - Dinner \$26

These allowances are only taken into account on travel days, and when a conference provides some meals for the employee as part of the registration fee. If a meal is provided, the cost allowance for the respective meal will be removed from the daily maximum of \$50.

IE: If the conference provides lunch, the daily maximum would be \$50 less \$14, or \$36. This \$36 can be split up however the employee chooses: \$5 for breakfast and \$31 for dinner or \$20 for breakfast and \$16 for dinner; if the total doesn't exceed \$36, not including tip.

If the conference registration fee includes a meal, and the employee chooses to purchase a meal elsewhere, the employee shall be responsible for the cost of that meal unless medical reasons require that the employee purchase a meal separately.

In the case of a one-day conference where the employee attends the conference during the day in their hometown and is able to eat breakfast and dinner before and after the conference, the City will only reimburse for the lunch meal at the above specified rate, unless lunch is provided, or the employee has medical issues and cannot eat the provided lunch.

Documentation from the conference agenda that includes enough detail to determine if meals are being provided must be submitted with expense forms. If insufficient documentation is provided, it will be assumed that any meal periods that fall during conference hours are being provided.

For all meal receipts, the employee should retain the original itemized copy of the receipt that shows the specific items ordered, total cost, tax, and tip. The submission of a credit card receipt with only the total cost of the meal will not be reimbursed. Liquor and other non-reimbursable expenses should be put on a separate receipt.

The total cost of the meal submitted for reimbursement must exclude any liquor expenses, in accordance with State regulations.

Tips in excess of 15% of the total meal cost (excluding liquor) are considered a personal expense of the employee and will not be reimbursed. *IE: If an employee has a receipt with \$25 of food and \$10 of liquor, for a total of \$35 and gives a 15% tip (\$5.25 in tip), the employee may only be reimbursed for the \$25 of food and tip of \$3.75 (15% of \$25).*

Tips in excess of 15% that are required and automatically applied to a bill (ie: groups of 8+ get charged an automatic 20%, etc.) may be reimbursed.

Incidentals

An employee is allowed to claim up to \$15 per day for incidental items that will typically not have a receipt available, such as taxi, valet or airport luggage handler tips, parking meter fees, etc. The \$15 in incidentals is based on an honor system and should generally be expected to correspond with hotel or airport arrival and departure days.

Fees for tolls, shuttle service, etc, where a receipt is readily available upon request, must have a receipt submitted for reimbursement. Origination and destination information should be documented on the receipts.

Lodging

Employees are expected to utilize lodging discounts provided through the conference, if available, and select moderately priced accommodations within an acceptable travel distance from the conference location. Hotel locations that result in excessive commuting or tax expenses should be avoided whenever possible.

Lodging is limited to the standard room rate for single occupancy for the minimum number of nights required to attend the conference. The employee should request the government or corporate rate where available.

- If multiple employees are authorized to travel and choose to share accommodations, the hotel room size should be appropriate to the number of employees sharing lodging. In this case, the highest seniority employee should submit the entire lodging expense and make note of all employees covered by the expense.

Itemized receipts should be retained by the employee upon checkout and turned in with their travel expense forms.

Lodging will be approved under the following conditions:

- In-state travel within a 2-hour driving distance:

- Lodging will not be reimbursed for any in-state travel within a 2-hour driving distance, except in the event of weather emergency that causes unsafe driving conditions. Exceptions may be approved by the Department Head, Director of Finance or City Manager.
- If the conference is a multi-day event, one day of lodging will be reimbursed for each additional conference day after the first day. I.e. a 3-day conference would be reimbursed for 2 nights of lodging.
- Daily lodging costs shall be limited to \$150, including local and state taxes.
- In-state travel more than a 2-hour driving distance:
 - Single day conferences may be eligible for one day of lodging, if location, hours of the event, or other factors justify an overnight stay. Such instances must be approved in advance by the Department Head.
 - If the conference is a multi-day event, one day of lodging will be allowed for each full conference day. This will allow for employees to drive in the night before a conference and check out on the last day of the conference.
 - Daily lodging costs shall be limited to \$150, including local and state taxes.
- Out-of-state travel:
 - For conferences requiring air travel or ground transportation, lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. Lodging would be allowed for each full day (8 hours) of the conference. In the case of partial day events (which may allow for travel the morning of) or for late evening end times (which may eliminate flight options for return travel or may create unsafe driving conditions/fatigue for return travel) an exception may be made based on the judgment of the Department Head and the employee.
 - If lodging is approved for the night after a conference ends, the employee may only stay at the conference hotel if it offers a reduced rate (government rate - under \$250 including taxes) room option. Additional nights at higher priced room rates will be considered a personal expense for any amount over \$250 (including local and state taxes).

Transportation

Employees should use the most expedient mode of transportation available and determine the lowest cost option of travel. Options include air, rail, or automobile travel. In cases where multiple employees are attending the same conference, consideration should be given to economical feasibility of carpooling or rail travel versus flying. A City vehicle should be utilized whenever possible.

In general, any travel destination that is more than 4 hours of drive-time is considered acceptable to evaluate air travel options. Exceptions may arise during off-peak seasons and during airfare sales, so air travel to closer destinations may be approved if airfare is shown to be more economical. Employees will be reimbursed for all gas receipts if the gas is not charged directly to the City, as well as any toll charges and necessary parking fees during the conference. Receipts for all items should be retained.

Employees using personal vehicles for business purposes will be reimbursed based on miles traveled, less the employee's normal to and from work commuting miles and at the allowable rate established by the IRS. This is for employees who are traveling to and from a meeting/conference center from home. This rate is regularly reviewed and adjusted based on IRS guidelines.

IE: An employee normally drives 5 miles each morning to work, and 5 miles back home. If they instead drive to a conference 20 miles away, then they would be eligible for reimbursement of 30 miles for that conference (20 to conference, 20 from conference, less 10 commuting miles).

When submitting for reimbursement of gas charges, a printout from Google maps showing the route taken should be included with the Employee Expense Form.

Employees using personal vehicles for business purposes traveling to and from the work location will be eligible for full mileage reimbursement at the allowable rate established by the IRS.

Employees using personal vehicles for business purposes who are scheduled off but then called in to a location that is not the normal work location will be eligible for full mileage reimbursement at the allowable rate established by the IRS.

Whenever an employee is utilizing a City vehicle or personal vehicle for City business, it is the policy of the City of Indianola, that all drivers and passengers must wear safety belts. In addition, all employees are required to comply with all traffic regulations, laws and ordinances when operating a City vehicle or personal vehicle for City business. At no time should employees jeopardize the safety of themselves, other City employees, or the public when operating motor vehicles.

Employees utilizing their own vehicles for City business must have adequate liability insurance coverage. An employee who uses a personal vehicle for City business is required to have, and provide upon request, satisfactory evidence of liability insurance coverage. The minimum prescribed liability insurance is as follows:

- \$250,000 for personal injury to, or death of, one person.
- \$500,000 for injury to, or death of, two or more persons in one accident; and

- \$100,000 of property damage

If there is an accident, the driver of the vehicle must immediately contact local law enforcement and their immediate supervisor. The driver should also fill out the Employee Incident Report and contact the Company Nurse for treatment, if necessary.

Company Nurse: 1-888-770-0928

Company ID: IA183

If driving a personal vehicle, the driver should also contact their insurance company.

If air travel is more economical than driving, but the employee chooses to drive their personal vehicle, the employee may only be reimbursed up to the value of what airfare would have cost, or the actual costs incurred for gas, parking, tolls, etc., and including overtime for non-exempt employees, whichever is less.

Airfare costs can be documented through creating the most advantageous (cost efficient) mock itineraries through any internet travel site, such as Expedia, Kayak, or Travelocity. The mock itinerary must be printed and submitted with the Employee Travel & Training Expense Forms.

Rental Vehicles

Department Head, Director of Finance or City Manager must give advance authorization prior to renting any vehicles for business purposes.

- If a conference location requires the use of ground transportation to go to and from the hotel to the conference site, renting a car may be considered. If the cost of renting a car is more practical to the City, as compared to other means of transportation such as taxi or subway, a vehicle may be rented for use during the conference. The employee is responsible for obtaining the best available rate on a standard-sized rental car. If more than 2 employees are attending the same conference, the size of vehicle may be adjusted according to the capacity needed to accommodate the number of people traveling. Luxury and convertible models are not permitted upgrades.
- Supplemental insurance options covering the rental vehicle through the rental agency are not reimbursable as a travel expense, as all aspects of the rental are covered under the City of Indianola's ICAP insurance policy. The vehicle should be rented in the City's name for the ICAP insurance policy to apply.
- Detailed receipts for rental cars should be retained and submitted.

Specifically Prohibited Expenses

Prohibited expenses include, but are not limited to, the following:

- Personal items, such as personal grooming items
- Any hotel mini-bar charges
- Gifts
- Entertainment and recreation expenses, including hotel movies and health club access at a hotel or other venue.
- Alcoholic beverages
- Any expenses for spouses, guests or family members that are not employees of the City and are not attending the function as a representative of the City.
- Loss of personal items due to air travel baggage issues will not be reimbursed by the City, as these losses are the responsibility of the air carrier.

Administration

The City Manager and Department Heads are responsible for ensuring compliance with the policy and limitations.

Work Hours While Traveling

Time spent traveling to and from city-authorized business will be considered as time worked for non-exempt employees.

Time spent normally traveling to and from the work office will not be considered work time, ie. employee's normal work schedule is 8am – 5pm, their conference is 8am – 5pm, they will not be paid for time spent traveling to the conference center and home.

TIME OFF AND LEAVES OF ABSENCE

7.1 PAID HOLIDAYS

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

- New Year's Day - January 1
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May

- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day After Thanksgiving
- Christmas Eve Day - December 24
- Christmas Day - December 25

Full-time employees, except fire, will receive eight (8) hours of pay on the paid holiday.
(See below for fire).

Permanent benefitted part time employees will receive holiday pay if scheduled for work for the number of hours they are scheduled. If they are not scheduled to work, the employee will not receive holiday pay. Employees starting prior to January 1, 2019, will be grandfathered in and will receive holiday pay based on departmental policies.

Seasonal, temporary, and non- benefitted part time employees are not eligible for holiday pay. Holidays shall count as hours worked in meeting the forty (40) hour requirement for overtime pay.

Fire

Fire – full-time and part-time employees do not receive holiday pay unless they work the holiday. If the full or part-time employee works the holiday, they receive double pay for the hours worked in addition to holiday pay.

Holidays Occurring on Non-Workdays

If the holiday falls on a Saturday, the Friday before the holiday will be observed.

If the holiday falls on a Sunday, the Monday after the holiday will be observed.

When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal holiday observance, the preceding workday shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal holiday observance, the following workday shall also be observed as a holiday. For example, if Christmas Eve falls on Friday and Christmas Day falls on Saturday, then Thursday and Friday shall be designated as the observed holidays. If Christmas Eve falls on Sunday and Christmas Day falls on Monday; Monday and Tuesday shall be designated as the observed holidays.

7.2 VACATION

Full-time employees are eligible for vacation leave. The vacation leave year begins with the first day of the first complete biweekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year. Seasonal and part time employees do not accrue vacation leave. Vacation leave shall be accrued as follows.

LENGTH OF SERVICE	BIWEEKLY ACCRUAL	FIRE BIWEEKLY ACCRUAL**
LESS THAN 2 YEARS	3.08 hours	9.23 hours
2 YEARS, LESS THAN 8 YEARS	4 hours	12.00 hours
8 YEARS, LESS THAN 14 YEARS	5 hours	15.00 hours
14 YEARS, LESS THAN 20 YEARS	6.15 hours	18.46 hours
20 YEARS OR MORE	7.69 hours	23.07 hours

**Fire employees accrue more due to working more hours in a year.

The City Manager or appropriate Department Head is responsible for proper planning and scheduling of vacations for all employees within their respective departments. Advanced planning permits adherence to work schedules and reduces the possibility of employees losing vacation at the end of the year.

The City Manager or appropriate Department Head is authorized to approve vacation leave within their respective departments. It should be approved in advance (up to Department Head discretion) except in an emergency. All requests and approval must be in writing.

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

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

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

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

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

7.3 PERSONAL TIME

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

Personal time shall be accrued as follows.

STATUS OF EMPLOYEE	ACCRUAL PER YEAR
FULL TIME, NON-UNION	16 hrs
FULL TIME, FIREFIGHTERS	48 hrs
FULL TIME, UNION	Refer to union contract
POLICE OFFICERS	Refer to union contract

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

MONTH EMPLOYMENT STARTS	ELIGIBLE AMOUNT
JANUARY 1 – MARCH 31	100%
APRIL 1 – JUNE 30	75%
JULY 1 – SEPTEMBER 30	50%
OCTOBER 1 – DECEMBER 31	25%

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

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

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

7.4 SICK TIME

All regular full-time employees earn sick leave. Available sick leave shall be requested by the employee and granted by the Department Head/Supervisor in writing. Employees may request leave for their own personal illness, pregnancy, childbirth, or related medical conditions; personal injury; examinations and consultations with physicians and other health care providers

licensed by the State of Iowa, including the City of Indianola's Employee Assistance Program; or as provided under any other City policy.

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

Sick leave shall be accrued as follows:

STATUS OF EMPLOYEE	ACCRUAL PER PAY PERIOD
FULL TIME	3.7 hrs.
FIRE, FULL TIME	5.6 hrs.

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

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

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

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

Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave in excess of 760 hours is forfeited. Career, full-time, firefighters can rollover up to 1680 hours of unused sick leave to the new leave year.

Upon resignation, termination or change to a non-leave earning position, the employee will forfeit any accrued but unused sick leave. Upon retirement from a minimum of 22 years of service in the Indianola Police Department and 55 years of age, the Police Department employee shall receive a one-time payout of 50% of accrued sick leave upon the issuance of their final paycheck.

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

7.5 BEREAVEMENT LEAVE

Full time employees are entitled to five (5) days off with no loss of regular pay in the event of death for an immediate family member. Immediate family member is defined as employee's spouse, child, parent, stepchild or stepparent.

In the case of the employee's sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, grandchild, grandparent, step-grandchild, step-grandparent and other corresponding in-laws, the employee shall be allowed three (3) days off with no loss of regular pay.

At the discretion of the employee's Department Head, employees may be granted additional days off which may be charged to sick leave, vacation, or comp time.

Permanent part-time employees shall be allowed one (1) day off with no loss of regular pay.

7.6 JURY DUTY

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

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

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

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

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

7.7 TIME OFF TO VOTE

The City of Indianola encourages employees to fulfill their civic responsibilities by participating in all official public elections. Based on the schedule of hours of work for City employees, employees should be able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the City will grant leave to vote according to state law (Code of Iowa Section 49.109).

Employees should request time off to vote from their Supervisor at least two working days prior to the Election Day and the Department Head shall designate the period of time to be taken. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. The employee is not liable for any penalty nor shall any deduction be made from the person's regular salary or wages on account of such absence.

7.8 MILITARY LEAVE

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

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

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

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

7.9 PREGNANCY LEAVE

If an employee meets the eligibility requirements under FMLA provisions, an employee will be offered FMLA for pregnancy leave. If an employee is not eligible for FMLA, the Iowa Civil Rights Act requires employers to grant unpaid leave to employees who are temporarily disabled because of pregnancy or related medical conditions, even if similar leaves are not granted for other temporary disabilities, and even if the leave is not available to the employee under any health, temporary disability, or sick leave plan. Employees are entitled to leave for the period of temporary disability or for 8 weeks, whichever is less. Once the pregnancy leave commences an employee may be eligible for additional disability leave.

PREGNANCY WORKERS FAIRNESS ACT

The City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions unless the accommodation will cause undue hardship to operations. An employee or applicant may request an accommodation by submitting the request in writing to human resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. A statement from a health care provider substantiating the need for the accommodation may be requested. Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship. An employee may request paid leave as a reasonable accommodation under this policy; however, the City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work. The City prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

7.10 LACTATION

The City of Indianola will provide reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has the need to express the milk. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

The City will provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with her Supervisor regarding the timing of the breaks.

A bathroom, even if private, is not a permissible location. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed by the employee. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient, provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

Employees who use break time to express milk will be compensated in the same way that other employees are compensated for break time. In addition, the FLSA's general requirement that

the employee must be completely relieved from duty or else the time must be compensated as work time applies.

7.11 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The City of Indianola will provide Family and Medical Leave to its eligible employees. The City posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in Iowa.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Human Resources in writing.

General Provisions

Under this policy, the City of Indianola will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include

time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

- The employee must work in a worksite where 50 or more employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- To care for a spouse, child or parent with a serious health condition (described below).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the City's sick leave policy are encouraged to consult with Human Resources.

5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take

up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying *exigency must be one of the following*:

- short-notice deployment
- military events and activities
- child care and school activities
- financial and legal arrangements
- counseling
- rest and recuperation
- post-deployment activities, and
- additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

For the purposes of this policy, the following definitions apply:

- A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- A "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated

in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122

- E. "Covered active duty" means:
- a. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
 - b. (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured forward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the City will

measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the City and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Under current City policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in Human Resources by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums. If the employee does not continue these payments, the employer may discontinue coverage during the leave.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other

employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a

serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Certification for the Employee's Serious Health Condition

The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The City may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct Supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification for the Family Member's Serious Health Condition

The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

With the employee's permission, the City may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct Supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's family member's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee's family member to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a

reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

Recertification

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to Human Resources. Within five business days after the employee has provided this notice, HR will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Designation of FMLA Leave

Within five (5) business days after the employee has submitted the appropriate certification form, HR will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

7.12 UNPAID LEAVE OF ABSENCE

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

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

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

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

7.13 LEAVE DONATION

The City of Indianola recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation/personal time. To address this need, all eligible employees will be allowed to donate accrued paid sick, vacation or personal leave hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees must be employed with the City of Indianola for a minimum of one year to be eligible to donate and/or receive donated sick/personal time.

Guidelines

Employees who would like to make a request to receive donated sick/vacation/personal time from their co-workers must be determined by Human Resources to have a situation that meets the following criteria:

Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

Donation of Sick/Vacation/Personal Time

- The donation of sick/vacation/personal time is strictly voluntary.
- The donation of sick/vacation/personal time is on an hourly basis, without regard to the dollar value of the donated or used leave.
- The minimum number of sick/vacation/personal hours that an eligible employee may donate is 1 hour; the maximum is 40 hours or no more than 50 percent of the employee's current balance.
- Employees cannot borrow against future sick/vacation/personal time to donate.
- Employees who are currently on an approved leave of absence cannot donate sick/personal time.
- Once the donation has been transferred, it cannot be returned to the donating employee.

Donation Process

If an employee would like to donate sick/vacation/personal time to an employee who meets the criteria listed under Guidelines, the donating employee will fill out the Leave Donation form

and submit it to Human Resources. Human Resources will confirm that the donating employee has the accrued time in their leave balance and that the receiving employee has exhausted all their accrued time. Human Resources will then request the individual's written consent to receive the donation. The donated time will be paid out with the next payroll at the receiving employee's rate of pay.

Employees who receive donated sick/vacation/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

EMPLOYEE RECOGNITION

8.1 MERITORIOUS PERFORMANCE AWARD

It is important to the City that an employee is recognized for a job well done. Meritorious performance awards are awards granted for job performance exceeding job requirements in one or more segments of the job over an extended period. A Meritorious Performance Award also covers special acts or services of a one-time occurrence with or related to official employment. All employees are eligible to receive this award.

Examples of Meritorious Performance

- Performance overcoming unusual difficulties.
- Performance resulting in significant economies or other highly desirable benefits.
- Exemplary handling of an emergency situation.
- On-going exemplary customer service, to be used as a role model throughout the organization.

Award Amount

An employee receiving a meritorious award will be entitled to not more than \$100. If a group of employees are being recognized, the total award may be more than \$100. In this case each individual award shall not be less than \$15 or more than \$100. Awards shall also include a signed appreciation certificate.

Presentation of Award

The award shall be presented at a council meeting.

Requesting a Meritorious Performance Award

The Department Head should complete the Meritorious Performance Award form and submit it to Human Resources. Human Resources will review and approve if the reason meets the guidelines of this policy. Human Resources will then obtain the City Manager's signature and submit to the City Clerk to add to the next City Council agenda for City Council approval. The form must be filled out in its entirety to be considered.

8.2 CUSTOMER SERVICE AWARD

Customer service is extremely important to the City of Indianola. Therefore, the City provides its employees with an award for providing customer service above and beyond their normal job duties.

To be eligible for a customer service award, an employee must receive positive recognition either in writing or verbally to a member of management.

Employees that receive positive recognition will be entitled to an award at the Annual Awards Banquet and two (2) hours of paid vacation added to their vacation bank. Each employee may only receive one award per calendar year.

8.3 LENGTH OF SERVICE AWARD

The City of Indianola recognizes the importance of your continued service with the City. All regular full-time and part-time and on-call employees will be presented a Service Award commemorating your service after your 5th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, 45th, and 50th years of employment with the City.

SAFETY

9.1 SAFETY INTRODUCTION

The success of the City of Indianola depends upon our efficient use of resources to produce a high-quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization's operations.

The occupational safety program of the City of Indianola is organized to give each department responsibility for the accident prevention program. All employees at all levels of our workforces are directed to make safety a matter of continuing concern, equal in importance to

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all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must rely on and assure that all Supervisors are trained and aware of their safety responsibilities. Other safety responsibilities for managers include:

- Provide leadership and direction concerning safety activities.
- Participate actively in the continuous evaluation of the safety program.
- Set goals concerning safety performance with your departments.
- Review losses for potential trends on a regular basis.
- Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
- Participate in facility and work site audits.
- Participate and support all accident investigation activities and recommend corrective action if necessary. Operating under known hazardous conditions will not be tolerated.
- Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all the entities worksites and facilities.
- Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training. This training must be documented.
- Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
- Ensure tools, equipment and machinery being used in the workplace is in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstance.
- Ensure that proper personal protective equipment is available, in good working order and used by employees when necessary or required.
- Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc), following policies/procedures, using seat belts, etc.

- Ensure that all employees have access to a copy of the organization's safety program.
- Encourage safety suggestions from employees under your supervision.
- Obtain prompt first aid for injured employees.
- Complete audit reports.
- Appoint a representative from within their department to be actively involved with the Safety Committee. This includes attending the monthly safety committee meetings.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

- Know your job, follow instructions and think before you act.
- Use personal protective equipment (PPE), eye protection, hard hats, gloves, etc, as the job requires.
- Work according to good safety practices as posted, instructed and/or discussed.
- Refrain from any unsafe act that might endanger themselves, fellow workers or public.
- Use all safety devices provided for their protection.
- Report any unsafe situation or act to their Supervisor immediately.
- Assume responsibility for thoughtless or deliberate acts that may cause injury to themselves, fellow workers or the public.
- Abide by all policies, procedures, rules, etc associated with the organization's Safety Program.
- Never operate equipment that they are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to their Supervisor.
- Report all accidents/incidents to their Supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action. Fill out the Incident Review Report with your Supervisor.

Basic Safety Rules

- Each employee will be required to comprehend and abide by the contents of this safety program.
- All accidents, incidents and near misses no matter how minor, shall be reported immediately to the Supervisor.
- All hazardous conditions, actions and/or practices shall be reported to the Supervisor.

- Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
- Employees are to only to operate equipment/tools that they are trained and authorized to operate.
- Smoking is prohibited on all entity property and in areas where there is a danger to equipment, materials, coworkers or building, or where “No Smoking” signs are posted.
- Employees must use all safety devices and personal protective equipment provided for their protection.
- Employees shall wear clothing and shoes suitable for the particular work they are doing.
- Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy options.
- Guards are never to be removed except when authorized to make repairs or adjustments. Replace guards immediately upon completion of work.
- The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
- Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the Supervisor.
- Employees shall not engage in practical jokes or horseplay that could result in injury to themselves, others or cause property damage.

9.2 SAFETY COMMITTEE

A safety committee was established by the organization to be composed of one employee from each department. Members of the committee should be chosen from those employees recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment. The City partners with an outside entity that shall serve as the chairperson for the safety committee. The chairperson will be responsible for scheduling meetings, notifying committee members, agendas, minutes, complete Safety Committee comments on accident reports, written program reviews and changes distributed, ensure quarterly department inspections are completed and deficiencies are taken care of and following up on items discussed. Some or all of these duties may be contracted out. In order to stay on top of things, the committee will meet monthly. The committees will have the following responsibilities:

- Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
- Ensure inspections are conducted in each department’s work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.

- Coordinate the development of safety rules and safe work methods.
- Coordinate safety training between departments when possible.
- Report the activities of the committee by submitting a copy of their meeting minutes to all Supervisor and Managers.

9.3 WORKERS' COMPENSATION

Workers' Compensation benefits are mandated by law to provide benefits for employees who sustain work-related injuries and illnesses. The benefits consist of compensation for salary lost (subject to a waiting period and based on the salary received at the time of the injury) and related medical services.

Coverage

If an employee suffers from an illness or injury that is related to work, the employee may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries. The workers' compensation laws of the State of Iowa determine how employees receive medical care and how they are paid for lost work time as a result of a work-related injury or illness.

Employee Reporting Requirements

Many incidents and injuries occurring in the workplace or that involve equipment and property is preventable. Should an employee be injured on the job, the employee shall inform their Supervisor immediately following the injury or illness, or as soon as the employee has knowledge of the injury or illness, regardless of how minor the injury or illness might be. Failure to report a job-related injury or illness may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness. In case of an emergency, employees should be taken to the nearest emergency room for treatment. Employees are required to use the City's designated non-emergency facilities for all other workers' compensation injuries or illnesses.

In an effort to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence. An Incident Review Report has been developed to facilitate the investigation. The Supervisor and Employee shall complete this form together. This needs to be completed within 48 hours of the incident.

When an employee is involved in an accident with an entities vehicle involving private property, whether there is damage or not, the Police/Sheriff's Department will be called immediately. If the Police/Sheriff's Department is called, the police report shall accompany the Incident Review Report. This Incident Review Form does not replace the First Report of Injury Form.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

Copies of all incident reports and corrective actions shall be kept on file with Human Resources with a copy of the OSHA 300 log for the year that the incident occurred in.

First Report of Injury will be filled out by IMWCA's City Nurse.

9.4 ON-THE-JOB INJURY PROCESS

Medical Emergency Process

The following actions should be taken in the event of a medical emergency:

1. Call 911
2. Make sure site is safe before providing assistance. ***Do not attempt rescue alone!***
3. Provide assistance to the injured person.
4. Notify the department's Supervisor and Human Resources or City Manager.
5. Once injured worker is under medical care, Supervisor should, if the employee is unable too, call the City Nurse, 1-888-770-0928; group code: IA183, and complete the Incident Review Report.

Each building will have emergency contacts and telephone numbers posted in a conspicuous manner.

9.5 NON-EMERGENT PROCESS

1. Employee notifies Supervisor and Human Resources of incident via email, phone or visit to office.
2. Employee calls the City Nurse at 1-888-770-0928. Use Group Code: IA183
3. Employee fills out the City of Indianola's Incident Review Report. In the event the employee is unable to, the Supervisor will fill out the form.
4. Employee seeks treatment. Must use below for initial treatment:
 - a. 1st - IA Methodist Occupational Medical Clinic, 1301 Pennsylvania Ave, 262-7619
 - b. 2nd - If IA Methodist is closed - Unity Point Lakeview Urgent Care, 6000 University Ave, Ste 101, 241-2600

- c. 3rd - Last option, ER if emergency or if 1st & 2nd above are closed
- 5. Employee updates Human Resources and Claims Adjuster following each medical appointment.

Employees with a work-related illness or injury are required to have their initial evaluation with one of these facilities. If appropriate, and with prior approval from IMWCA, the physician/clinic may make referrals to other specialists.

If an employee chooses to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

Health insurance **does not** cover work-related injuries.

9.6 FIRST AID

Any injury shall be treated by the Supervisor or other available personnel in accordance with their individual abilities and the severity of the injury.

Medical treatment is mandatory for any of the following:

- Severe chest pain
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building. In addition, a first aid kit shall be located in each vehicle, authorized by medical personnel. Kits need to be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits.

An eye wash station suitable for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate use if employees are exposed to harmful materials. Document that they eye wash station was inspected weekly.

9.7 DESIGNATED PHYSICIAN

As authorized by Chapter 85.27 of the Iowa Code, the City of Indianola has the right to choose a medical care provider for the evaluation and treatment of work place injuries and illnesses. The City of Indianola has designated Iowa Methodist Occupational Medicine Clinics as its medical provider. Employees with a work-related illness or injury will be required to have their initial evaluation with this clinic. If appropriate, with prior approval from the City's worker's

compensation carrier, Methodist Occupational Medicine Clinics may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating physician, the employee will be responsible for all expenses related to those visits. No worker's compensation benefits may be claimed unless seen by the authorized treating physician.

In emergency situations, ie. bleeding, loss of consciousness, etc, employees will be given immediate medical attention either by rescue personnel or medical personnel at local clinics.

Health insurance **will not** cover work-related injuries.

9.8 INCOME REPLACEMENT

Generally, an employee who is eligible for workers' compensation may use sick leave, vacation and/or comp time for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid by the workers' compensation carrier starting on the fourth day of the disability.

Employees are not eligible to receive Workers' Compensation and/or Unemployment Compensation benefits in addition to Short-Term Disability benefits for the same period of time.

9.9 WORKERS' COMPENSATION AND FAMILY AND MEDICAL LEAVE ACT (FMLA)

Workers' compensation absence may constitute a leave covered by FMLA. Workers' compensation leave will run concurrently with applicable FMLA leave in cases where an employee is not able to return to any job or a temporary light duty assignment is not available.

To find out more about workers' compensation coverage, contact the Human Resources Department.

9.10 RETURN TO WORK

Before returning to work, an employee may be required to submit to a job-related medical examination to determine the employee's ability to perform the essential functions of his/her position or to submit to any fitness for duty examinations required by federal, state or local law or County policy.

The City of Indianola will provide modified or alternate work for an employee injured on the job, or sustained a work-related illness, and unable to temporarily or permanently return to

his/her regular job classification. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.

Return to Work Program Objectives

- To return the employee who is injured or seriously ill, to work as soon as possible when there is not significant risk of substantial harm to themselves and others.
- To minimize financial hardship and emotional stress to the employee who has sustained a work-related illness or injury.
- To assist employees in returning to work at a level as close as practicable to their pre-injury earnings and productivity.
- To retain qualified and experienced employees.
- To reduce the cost of disability benefit programs.

9.11 REASONABLE ACCOMMODATIONS

The City of Indianola will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.

The feasibility of reasonable accommodations shall be determined on a case-by-case basis taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment and the ability to provide accommodations.

9.12 TEMPORARY ALTERNATE DUTY (TAD)

TAD is defined as modified duties or hours assigned to a worker injured on the job, when the physician indicates, the employee can return to work but is not yet physically capable of handling the entire job duties normally assigned, and his/her work-related injury has not reach maximum medical improvement.

The purpose of TAD is to provide temporary work, within medical restrictions, for an employee injured on the job. TAD may be available with medical prognosis indicating that the employee is expected to return to full duty following a course of medical treatment.

If an alternate duty position is available, the employee will be provided with TAD as soon as medically feasible. An alternate duty position may be either within his/her department, if

available, or within another department, as coordinated by Human Resources. TAD should be consistent with the employee's physical/mental abilities.

An employee in TAD capacity will continue to receive the salary and benefits of his/her job classification. A TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD will not normally exceed three months (90 calendar days). At the conclusion of their 90-day TAD period, an employee who has not been released to full duty will have the opportunity to apply for another position within the organization in which they are qualified for and able to perform the essential functions of the job. Should an employee be unsuccessful at finding a new position within the organization and if the employee is unable to perform the essential functions of his or her position with or without an accommodation, that employee could be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the lay-off.

9.13 MEDICAL EXAMINATION

New Hires

Full-time, part-time and/or temporary/seasonal job offers may be conditioned upon a medical examination to determine whether the individual is able to perform the essential functions of the position. No person shall be disqualified for appointment on the basis of such examination unless it is determined that no reasonable accommodation (if required by the Americans with Disabilities Act and/or the Code of Iowa) can be made.

Reasonable Accommodation

When by reason of a claimed disability a candidate for employment may require reasonable accommodation in order to perform the essential functions of the job; or when a City employee by reason of a claimed disability, may require reasonable accommodation in order to continue performing the essential functions of his or her job, the individual claiming the disability shall notify the Human Resources Director or the director of the department in which the position is located of the claimed disability and the request for reasonable accommodation. A committee consisting of the immediate Supervisor, Department Head and Human Resources Director will review the facts of the case as it relates to the Americans with Disabilities Act and the Iowa Civil Rights Act, the accommodation requested by the individual, other accommodations, if any, which might be reasonable, and then determine whether a reasonable accommodation is available.

The candidate or employee claiming to have a disability and requesting an accommodation for that disability shall provide to the Department Head or Human Resources Director:

- Documented medical evidence of the claimed disability, unless the nature and extent of the disability is evident
- A written statement of the means of accommodation that the candidate or employee believes would enable the candidate or employee to perform the essential functions of the job to meet City performance standards
- A written statement of acceptance or rejection of any alternative means of accommodation proposed by the committee, and the reason for any such rejection

The committee shall, within a reasonable time, submit to the City Manager a written report of its determination and recommendations. The City Manager shall make the final decision on disability and accommodation within a reasonable time after receiving the committee's report and such additional information or analysis as the City Manager may call for.

Examinations During Employment

When, in the judgment of the department director and the Human Resources director, an employee's physical or mental condition is such that it is desirable to evaluate the employee's ability to perform essential job functions and to comply with work rules and standards of conduct, the employee may be required to undergo an examination at the City's expense. The following procedure shall be followed:

1. The employee shall be examined by one of the City's designated physicians or another physician or health care provider. The employee shall have the right to submit to the examining physician or other provider reports, opinions or other information provided by the employee's own physician or health care provider.
2. The report of the examining physician or provider shall be submitted to the Human Resources Director who shall confer with appropriate management staff to determine recommended action.
3. The results of the examination shall be confidential, with access to medical information limited to the employee and management staff that needs the information to make employment-related decisions.

Examinations Following Absence

Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from the attending physician or to take an examination, by the City's designated physician, before returning to work.

9.14 EMERGENCY INFORMATION

All employees are responsible for maintaining a safe and healthful workplace by following the City's emergency procedures. These procedures are based on federal, state and local laws that affect City business. Failure to follow emergency instructions puts not only the individuals who do not follow the procedures at risk, but potentially others as well. For this reason, it is important all employees follow emergency procedures. All Department Heads and Elected Officials automatically assume the responsibility of Floor Control Director. Floor Control Directors are responsible for ensuring employees are educated on emergency procedures such as evacuation, seeking shelter, etc. and will direct employee movement to designated areas during an emergency.

Bomb Threat (by phone)

If there is a bomb threat by telephone:

1. As discretely as possible notify the nearest employee of the threat and instruct them to call 911.
2. Keep the caller on the line as long as possible, note anything unusual about the call or caller
 - When is the bomb going to explode?
 - Where is it right now?
 - What does it look like?
 - What kind of bomb is it?
 - Did you place the bomb? If so, why?
3. Listen for background noises.
4. Do not hang up.
5. Ask the caller for their name.

Fire or Smoke Odor

In case of fire or smoke, follow these procedures:

1. Activate the fire alarm pull station.
2. Call 911 to notify the fire department.

Caution: Employees should not try to extinguish the fire unless the employee has been properly trained! If an employee has any doubt about his/her ability to safely use a fire extinguisher, do not attempt to put out the fire. Exit the building.

Evacuation Procedure

If employees hear the fire alarm or an evacuation announcement, begin evacuation immediately. Go to the closest fire exit, exit the building and proceed to the assembly point for the employee's office.

If an employee is a Floor Control Director, the employee should:

- Direct employees to the closest exit.
- Assist employees and citizens with special needs to the emergency exits.
- Check the area to make sure everyone is evacuated. Check meeting rooms, restrooms, etc.
- Evacuate the area themselves.
- Take a head count of the employees from the department to make sure that everyone got out of the building safely. Department Heads should bring an employee list with them.
- Advise the police or fire officials at the assembly point that the designated area is clear or of anyone that may be missing.

Employees and Supervisors should remain gathered until directed to return to the building.

Active Shooter

In case of an active shooter, follow these steps:

1. Evacuate
 - a. If there is an accessible escape path, attempt to evacuate the premises. Be sure to:
 - i. Have an escape route and plan in mind.
 - ii. Evacuate regardless of others agree to follow.
 - iii. Leave your belongings behind.
 - iv. Help others escape, if possible.
 - v. Prevent individuals from entering an area where the active shooter may be.
 - vi. Keep your hands visible.
 - vii. Follow the instructions of any police officers.
 - viii. Do not attempt to move wounded people.
 - ix. Call 911 when you are safe.
2. Hide Out

- a. If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:
 - i. Be out of the active shooter's view.
 - ii. Provide protection if shots are fired in your direction (ie. an office with a closed and locked door).
 - iii. Not trap you or restrict your options for movement.
- b. To prevent an active shooter from entering your hiding place:
 - i. Lock the door.
 - ii. Blockade the door with heavy furniture.
- c. If the active shooter is nearby:
 - i. Lock the door.
 - ii. Silence your cell phone and/or pager.
 - iii. Turn off any source of noise (ie. radios, televisions, etc).
 - iv. Hide behind large items (ie. cabinets, desks).
 - v. Remain quiet.
- d. If evacuation and hiding out are not possible:
 - i. Remain calm.
 - ii. Dial 911, if possible, to alert police to the active shooter's location.
 - iii. If you cannot speak, leave the line open and allow the dispatcher to listen.

Severe Weather

If a severe weather warning advising the public to seek shelter is issued by the National Weather Service, immediately seek shelter in one of the following locations:

- Interior rooms without windows and with doors that close
- Basements
- Interior stairways
- Restrooms
- Tunnels

Avoid areas with large amounts of glass and elevated ceilings. This is not an evacuation – do not leave the building. After weather conditions are no longer threatening, management will convey an “all clear” announcement and direct employees to either return to work or notify them that they are dismissed.

Medical Emergency

For critical or life-threatening situations, CALL 911 immediately. Request the assistance of an employee trained in first-aid and CPR. Designate an individual to meet the emergency medical personnel outside the building and direct them to the location of the ill or injured party.

Any employee who has a health condition that may develop into an emergency situation should wear the appropriate medical identification tags. For the safety of the employee and those co-workers around them, information regarding emergency treatment techniques appropriate for the condition would be helpful and employees are encouraged to share this with their immediate Supervisor and/or co-workers.

9.15 SAFETY TRAINING AND ORIENTATION

The City of Indianola partners with a third-party administrator to provide a comprehensive safety program for its employees. It is mandatory that all employees attend training that is in-line with their position and requested by their Supervisor. Training classes will be selected at the beginning of the fiscal year by the safety committee, safety consultant and management. Employees will be assigned training and provided with a deadline date to complete the training assignments. If an employee doesn't complete training by their deadline date, it could result in disciplinary action.

The Supervisor or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment
- Changes in operations
- Identified areas of increased accidents
- Identified areas of exposure
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees, Supervisors or Managers will be kept. Documentation associated with safety meetings and training will be kept on file with the Human Resources department.

Employee Safety Orientation

New Employees

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This orientation will include a review of all safety rules, policies/procedures, equipment, etc, that is applicable to the new employee's duties. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties.

Existing Employees

All existing employees will attend department specific safety training as determined by their Department Head, as well as, organization wide training on an annual basis to include but not limited sexual harassment and discrimination training and bloodborne pathogen training.

9.16 DRUG AND ALCOHOL-FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988, the City of Indianola has a longstanding commitment to provide a safe, quality-oriented, and productive work environment consistent with the standards of the community in which the City operates. Alcohol and drug abuse pose a threat to the health and safety of City employees and to the security of the City's equipment and facilities. For these reasons, the City is committed to the elimination of drug and alcohol use and abuse in the workplace.

For purposes of this policy, "the workplace" includes any City facility, City premises, City vehicle, and private vehicle while on City business. The policy provides that the unlawful manufacture, distribution, dispensing, possession or use of an illegal drug or controlled substance in the workplace is strictly prohibited. Violations of this policy could result in disciplinary action, up to and including termination of employment, and may have legal consequences. Employees who perform work duties covered by the DOT and FMCSA regulations are also subject to DOT Drug and Alcohol regulations.

Definitions

- A. Abuse of alcohol or a legal drug - Any use of alcohol or a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions). In addition, the taking of a prescription drug that was prescribed for another shall be considered "abuse" of a legal drug.

- B. Accident - An incident that happens while on the job involving an employee or City equipment or vehicle, unexpectedly and or unintentionally, typically resulting in damage or injury.
- C. Alcohol - Ethanol, isopropanol, or methanol.
- D. City premises - Includes all buildings, offices, facilities, grounds, parking lots, lockers, places, and vehicles owned, leased or managed by the City of Indianola or on any site on which the City is conducting business.
- E. Illegal Drug - Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal Controlled Substances Act, 21 U.S.C. §801 et seq.
- F. Legal drug - A drug for which there is a valid prescription, or over-the-counter drug for the employee.
- G. Prospective employee - A person who has made an application, whether written or oral, to our City to become an employee.
- H. Refuse to cooperate - To obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure.
Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.
- I. Sample - A sample from the human body capable of revealing metabolites, such as urine, saliva, skin, or hair. "Sample" does not include blood [except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer].
- J. Under the influence of alcohol - An alcohol concentration equal to or greater than .04, or actions, appearance, speech, or bodily odors that reasonably cause a Supervisor to conclude that an employee is impaired because of alcohol use.
- K. Under the influence of drugs - A confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

For purposes of this policy, samples will be urine, saliva, and breath.

**Definitions are listed as per Iowa Law and will be used as such unless otherwise indicated.

Legal Drugs

Prescription Drugs - An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber and only if the drug is taken in accordance with the prescriber's directions. The City of Indianola will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

Over-the-Counter Drugs - An employee may bring to work and take an over-the-counter drug during work hours only if the drug is used for its intended purposes and in accordance with package directions and any supplemental directions of the employee's physician.

Notification - An employee must notify their immediate Supervisor whenever he or she is using a prescription or over-the-counter drug which potentially may affect safety or work-performance. In making this determination, the employee should rely on the warnings or cautions that are received with the particular lawful drug. The City does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties while taking the drug. The City of Indianola reserves the right to take appropriate action (including relieving the employee from work) if the use of the drug is impairing the employee's faculties or work performance.

Abuse - Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

Drug-Free Workplace Act of 1988 Notification

Employees shall notify their Supervisor of the employee's conviction under any criminal drug statute for a violation occurring in the workplace, as defined above, no later than 5 days after such conviction. If an employee is convicted of a violation of a criminal drug statute for a violation occurring in the workplace, the City will take appropriate disciplinary action against the employee, up to and including termination or the City will require the employee to successfully participate in an approved drug abuse assistance or rehabilitation program. If the City requires the employee to successfully participate in an approved drug abuse assistance or rehabilitation program and the employee fails to do so, the City will take appropriate disciplinary action against the employee, up to and including termination.

Alcohol or Drug Possession, Transfer or Use, Other Than Use Detected by a Drug or Alcohol Test

An employee bringing or attempting to bring onto the City's premises or property, or to a City worksite, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage or any prescription drug or any form of controlled substance, or any "look alike" substance, while on or off City business, on City premises, while operating City vehicles or other equipment is guilty of gross misconduct and is subject to discipline including discharge or suspension without pay, even for the first offense.

Impairment During Work Hours

It is our intent that an employee whose faculties appear to be impaired during work hours will not be allowed to work, regardless of the cause.

An employee whose faculties are impaired during work hours due to the effects of the use of alcohol or illegal use of a controlled substance (including the abuse of a legal drug) is subject to discipline up to and including termination.

Alcohol and/or Drug Testing

The City reserves the right to conduct alcohol and/or drug testing under any of the following circumstances:

- Where there is evidence that an employee may be impaired on the job due to the use of illegal drugs, controlled substances or alcohol.
- Where there is evidence that an employee has violated some provisions of this policy.
- Where the employee has suffered a work-related injury which was due to intoxication, as provided by Iowa Code Section 85.16.
- Where the employee has caused an accident at work which resulted in an injury to a person for which a report could be required under Iowa Code Chapter 88 if the person were an employee.
- Where the employee has caused an accident at work which resulted in damage to property, including equipment, in an amount reasonably estimated at the time of accident to exceed one thousand dollars.

Employee Assistance Program

Chemical dependency is an illness and a major health problem and may require professional help. The City of Indianola provides an Employee Assistance Program (EAP) through Employee

and Family Resources (EFR) for any employee or family member who wants to seek confidential counseling.

Work Rules

Whenever employees are working, are operating any City vehicle, are present on City premises or are conducting City-related work offsite, they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia)
- Being under the influence of alcohol or an illegal drug as defined in this policy
- Possessing or consuming alcohol

The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing City business or while in a City facility, is prohibited.

Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment Testing

All prospective employees will be required to complete a drug test after they have been extended a conditional offer of employment of the City of Indianola.

Prospective employees who refuse to take the required drug test, who fail to cooperate in any aspect of the testing procedure, or who test positive for any of the designated drugs will be ineligible for City employment and will be removed from all recruitments and/or eligibility lists.

Reasonable Suspicion

A specific active employee may be required to submit to a drug or alcohol test if the City has evidence that the employee is using or has used alcohol or drugs in violation of the City's written policy. This evidence must be drawn from specific objective and articulable facts and reasonable conclusions drawn from those facts. Examples that might support such are:

Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired by alcohol or drug use.

Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

Evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the current employer.

Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).

Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the employer's premises or while operating the employer's vehicle, machinery or equipment may be cause for termination. Refusing to cooperate to submit a required test will result in termination.

Pre-Result Suspension

Prior to the City receiving the results of the employee's drug test, the employee's employment with the City will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay.

The following policies pertain to employees working in positions that require a Commercial Driver License (CDL):

Post-Accident & Random Testing

Employees who use a commercial motor vehicle and who are required to have a Commercial Driver License (CDL) are subject to testing under the following circumstances:

- Prior to employment
- Reasonable cause
- Unannounced random basis
- After an accident occurs
- Prior to returning to duty after failing a drug or alcohol test
- On a follow-up basis after failing a drug or alcohol test

Upon notification that an employee has been selected for testing, Human Resources will notify the employee's Supervisor and the Supervisor will notify the collection site. The employee will be instructed to go to the collection site and must be prepared to provide his or her CDL driver's license.

The City of Indianola recognizes that the use or abuse of alcohol or controlled substances by drivers of commercial vehicles presents a serious threat to the safety and health of the drivers,

other City employees, and the general public. It is the policy of the City that all drivers are free of drugs and alcohol while on duty and as otherwise required by the Omnibus Transportation Employee Testing Act (OTETA) of 1991.

In order to comply with this law, the City of Indianola has established a drug and alcohol testing program designed to discourage drug and alcohol abuse and prevent traffic accidents and injuries to City of Indianola employees and the public.

This policy pertains to employees holding a CDL and whose duties include the performance of safety-sensitive functions, in connection with the operation of a commercial vehicle. Safety-sensitive functions include the following:

- Waiting to be dispatched or remaining in readiness to operate a vehicle. For employees who are required to have a CDL, this generally means all hours of work.
- Operating a commercial vehicle.
- Performing maintenance or loading or unloading a commercial vehicle.

Covered employees will not engage in the following conduct:

- Be on standby, report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater
- Be on duty or operate a commercial motor vehicle while possessing alcohol
- Use alcohol while performing safety-sensitive functions
- Perform safety-sensitive functions within four hours after using alcohol
- Use alcohol for eight hours following an accident or until undergoing a post-accident test.
- Refuse to submit an alcohol or drug test
- Be on standby or duty, report for duty, remain on duty, or perform safety sensitive functions if tested positive for drugs.

All covered employees may use prescription drugs only if the doctor has advised the employee that the drug will not adversely affect the driver's ability to safely operate a vehicle. Employees using prescription drugs must carry such drugs in their original containers, which must be labeled with the name of the doctor and the drug prescribed. Refusing to cooperate and submit to a required test will result in termination.

The following policies pertain to all employees.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and Supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

The City of Indianola reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

9.17 MOTOR VEHICLE SAFETY

The City of Indianola is dedicated to protecting all employee drivers, their passengers, and the general public from injury arising out of the use of motor vehicles for City business.

Employees whose jobs require regular driving for business as an essential function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times. New hire and annual MVR reports will be completed by the Human Resources Department for all employees that are required to drive for their employment with the City. For all other jobs, driving is considered only an incidental function of the position.

Employees who are approved to drive on City time are authorized to operate a motor vehicle only under the following conditions:

- The employee maintains a valid driver's license.
- The employee operates the vehicle in a safe, defensive manner, obeying all traffic laws.
- The employee should only be using a cell phone through a hands free device and only if it is a work-related call when operating a company vehicle or personal vehicle for a work-related trip.
- Vehicle and machinery seatbelts are to be used at all times.
- Only authorized personnel are to be drivers and passengers in vehicles operated for City business. Authorized persons include customers, vendors and fellow employees.
- The employee and his or her passengers wear their seat belts.

- City owned vehicles are provided for business related travel only. Personal use and trips outside of the City are area are not allowed.
- An employee's Department Head should know of intended travel plans by way of an itinerary or other equivalent method. This also allows a means of contact during an emergency.
- Employees who are assigned vehicles are responsible for maintaining the vehicle in good repair, including regular oil changes and other warranty or lease City requirements.
- Employees must report any accident, theft or malicious damage which occurs while driving on City time, to their department director and the Human Resources Director, regardless of the extent of the damage or lack of injuries. Employees are expected to cooperate fully with authorities in the event of an accident.
- The employee assumes the full responsibility for any traffic violations and fines arising out of the use of the vehicle.
- The employee will maintain adequate insurance coverage as required by law.
- Employees are not permitted, under any circumstances, to operate a personal or City vehicle for City business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any personal or City vehicle while on City business while using or consuming or while they are under the influence of alcohol, illegal drugs, or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.
- Driving record(MVR) free of any convictions within the past three years for:
 - Alcohol (above the legal limit) and/or drug related driving offenses
 - Refusal to submit to a Blood Alcohol Content (BAC) test
 - Reckless Driving
 - Leaving a scene of an accident
 - A felony, manslaughter, or homicide involving use of a motor vehicle

Any incidences which are in conflict with this policy must be reported to the Department Head and the Human Resources Director.

9.18 UNIFORMS AND CLOTHING REIMBURSEMENT

The City of Indianola expects all employees to be dressed appropriately to provide a safe work environment. To assist employees in doing this, the City will provide uniforms and or a clothing

reimbursement for particular items. According to IRS regulations, clothing reimbursement must be taxed, therefore, reimbursement will be included on the employee's paycheck.

Non-Union Employees

The City will reimburse non-union employees, \$350 per fiscal year. The reimbursement will be processed in payroll for the paycheck that includes July 1st.

Employees will be reimbursed for the following items:

- Safety toed boots
- Overshoes for steel toed boots
- Work pants, ie. Carhart pants
- Bibs
- Overalls
- Winter hats

Non-union Police Officers (IPD Leadership) shall be reimbursed in a manner consistent with union officers. IPD Leadership shall be given an upfront reimbursement in the same amount as stated in the union contract for union officers. The reimbursement will be processed in payroll for the paycheck that includes July 1st.

Union Employees

Union employees should refer to their collective bargaining agreement for information on uniforms and clothing reimbursement.

9.19 WORKPLACE BULLYING

The City of Indianola defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when issuing discipline.

As in sexual harassment, the effect of the behavior upon the individual is most important. The City of Indianola considers the following types of behavior examples of bullying, this is not inclusive:

- Verbal bullying - Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying - Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- Gesture bullying - Non-verbal threatening gestures or glances that convey threatening messages.
- Exclusion - Socially or physically excluding or disregarding a person in work-related activities.

9.20 WORKPLACE HAZING

The City of Indianola defines hazing as any action taken or any situation created intentionally that causes embarrassment, harassment or ridicule and risks emotional and/or physical harm to an individual, members of a group or team, whether new or not, regardless of the person's willingness to participate. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate hazing behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Where an allegation of hazing is made, the intention of the alleged hazer is relevant and will be given consideration when issuing discipline.

The City of Indianola considers the following types of behavior examples of hazing, this is not inclusive:

- Engaging in reckless horseplay
- Social pressure to participate in unsafe acts
- Practical jokes
- Meaningless or humiliating tasks

9.21 WORKPLACE VIOLENCE

It is the policy of the City of Indianola to provide a work environment free from violence, aggression, or threatening conduct of any kind. To ensure a safe workplace and to reduce the

risk of violence, all employees must review and understand all provisions of the Workplace Violence Policy.

Prohibited Conduct

The City of Indianola will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities toward any employee of the City or any member of the general public. A threat of violence is any visual, verbal, or physical act, that warns of or expresses an ability or intent to harm or kill; is intended to intimidate or create fear; or has the purpose of unreasonably interfering with an individual's reasonable expectation of a peaceful, non-hostile or inoffensive work environment.

Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone, or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Unauthorized possession of a weapon while on City property or while on City business.

9.22 WEAPONS IN THE WORKPLACE

The City of Indianola prohibits all employees from possessing any kind of dangerous weapon on City property. City property includes, without limitation, all City parking lots, buildings (leased and owned); grounds and parks; and vehicles used for City business. Employees who are off City property but performing a task for the City or City-sponsored events (i.e. Summerfest, etc.), are covered by this policy.

Dangerous weapons include any item, device, thing, instrument, material, or substance, whether animate or inanimate, that is designed or specially adapted for use to, or that is likely to, intentionally cause death or great bodily harm; and anything that closely resembles any such item, device, thing, instrument, material, or substance, and that was displayed or used in a manner that created the impression that the afore-mentioned thing or substance was capable of or might be used to cause death or great bodily harm.

Dangerous weapons include, but are not limited to, firearms of all types, irrespective of propellant and whether serviceable or unserviceable archery bows and cross-bows, and slingshots; explosive chemicals, compounds, and mixtures, and devices or pressurized vessels that have been altered or arranged to explode; incendiary devices; cutting and, stabbing

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devices, except folding knives having a blade that is three inches or less in length; taser or other similar electronic immobilizers; bludgeons and other blunt instruments or tools, including use of a vehicle to strike; poison, toxic, acidic, or caustic chemicals, compounds, and mixtures; animals that have been taught to attack on command; and in the case of individuals who have been trained in martial arts, boxing, ultimate fighting, or other fighting or defensive regimens, punching, striking, throwing, kicking, pain or submission or choke or any similar holds.

Possession of a valid permit to carry a weapon shall not be construed to exempt an employee from this policy. However, an employee's Supervisor, with the express concurrence of the Police Chief and the City Manager, on an individual-by-individual basis, may grant an exception for the employee holding such a permit, if the exception is deemed reasonable and appropriate for protection and defense of person, or other City of Indianola employees or officials.

This section shall not apply to City employees who are authorized to use weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job. (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a Supervisor or the Human Resources Department. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Risk Reduction Measures

While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their Supervisors or the Human Resources Department if any employee or other individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors may include the following but aren't limited to:

- Discussion of bringing a weapon into the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.
- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Searches

The City reserves the right to conduct searches in accordance with state law of any employee and his or her vehicle or personal effects brought into the workplace. Pursuant to this provision, the City is authorized to search an employee's locker, desk, purse, briefcase, baggage, toolbox, lunch sack, clothing, vehicle parked on City property, and any other item in which a weapon may be hidden. Additionally, the City may search a City-owned vehicle used by an employee, and a vehicle owned by an employee that is being used to conduct business on behalf of the City, regardless of whether the vehicle is located on City property at the time. Searches may be conducted by City management or local authorities. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; provided however, that such refusal may result in disciplinary action, up to and including termination of employment for refusal to cooperate. The City reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts or any employee who fails to report such acts committed by others shall be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts toward City employees will be reported to the proper authorities and may be banned from City property.

INFORMATION TECHNOLOGY

DIGITAL AND COMMUNICATION RESOURCES

The City of Indianola is committed to ensuring the highest standards of conduct, security, and efficiency in the use of its digital and communication resources. This new section of the employee handbook outlines the policies that guide the appropriate and responsible usage of these resources, ensuring that all employees, volunteers, and contractors adhere to the City's expectations and legal requirements.

- **Digital Resource Use Policy (10.1):** This policy establishes guidelines for the proper use of the City's information technology resources, emphasizing security, professional conduct, and compliance with all relevant laws. It covers a range of IT resources, including computers, mobile devices, and online services.
- **Phone Use Policy (10.2):** This policy provides a framework for the effective and appropriate use of the City's telecommunication resources, including mobile devices and desk phones, ensuring that all usage is legal, professional, and primarily for City operations.
- **Mobile Device Use Policy (10.3):** This policy focuses on the secure and responsible use of mobile devices within City operations, whether the devices are City-owned or part of a Bring Your Own Device (BYOD) arrangement. It includes guidelines on security measures, device registration, and the handling of lost or stolen devices.
- **AI Usage Guidance Policy (10.4):** This policy outlines the ethical and responsible use of Artificial Intelligence (AI) in municipal operations, aiming to enhance operational efficiency and public services while protecting privacy and civil liberties. It emphasizes the need for transparency, ethical practice, and human oversight in AI applications.

Each policy is designed to support the City's mission of providing quality services while protecting the integrity and confidentiality of information and ensuring a professional and efficient working environment. Employees are encouraged to familiarize themselves with these policies and direct any questions or concerns to their supervisor or the City IT Department.

10.1 DIGITAL RESOURCE USE

The aim of this Digital Resource Use Policy (DRUP) is to stipulate guidelines for the appropriate usage of the City of Indianola's Information Technology (IT) resources, safeguarding the integrity and secure operation of these resources while promoting a professional and efficient working environment.

The DRUP applies to all individuals interacting with the City's IT resources, regardless of the location of access. Usage of these resources should be lawful, professional, and primarily intended for City operations. No user should expect privacy while using these resources. Users are responsible for maintaining the security of their accounts, promptly reporting any security incidents, and treating all IT resources with care. The City reserves the right to deny, limit, or revoke access at any time.

DEFINITIONS

- **IT Resources:** Include but are not limited to computers, mobile devices, online productivity and email services (e.g., Office 365), internet access, social media, software, and network services provided by the City of Indianola.
- **Users:** Including, but not limited to all city employees, elected or appointed officials, volunteers, contractors, and anyone else leveraging the City's IT resources.
- **Policy Violations:** Actions that contradict the DRUP guidelines, such as using IT resources for illegal activities, harassment, spreading viruses/malware, or any activity that violates local, state, or federal laws or City policies.
- **Security Incidents:** Any incident that results in unauthorized access, loss, disclosure, modification, disruption, or destruction of information systems, applications, or data.

PROCEDURES

- **Privacy and Public Records:** All data on City resources may be monitored and recorded. Users should comply with public record requests in accordance with local, state, and federal law, including the Freedom of Information Act (FOIA).
- **Illicit Activities:** Users must refrain from using IT resources for any illegal activities or any other activities that violate City policies.
- **Cloud and Email Services:** Cloud-based tools, such as Office 365, should be used primarily for City business. Users must avoid spamming and not sharing sensitive information. In the event you need to share sensitive information please contact the IT department.
- **Internet Usage:** Internet browsing and streaming services should be used for professional purposes and be in accordance with this policy. Personal use is permissible but should not interfere with City operations or compromise the security of IT resources.
- **Personal Device Use:** Employees can use their personal devices for work, but they must follow guidelines set by the City's IT Department, as outlined in Mobile device policy. Any loss of, or unauthorized access to, City data via personal devices should be reported promptly.

- **Social media:** The use of social media while using City IT resources should be for professional purposes only (The use of private devices on city-provided public Wi-Fi is allowed. Staff should use this during non-workers such as breaks). Sharing of sensitive City information on social media is strictly prohibited. Any restrictions on social media sites imposed by the City, State, or Federal Government must be adhered to. (See social media policy for more information)
- **Departmental Guidelines:** Specific departments may have additional guidelines or restrictions. Users are required to familiarize themselves with and adhere to these specific departmental procedures.
- **Enforcement:** Violations of the policy may lead to disciplinary actions, up to and including termination. Any suspected violation should be reported to the City IT Department immediately.
- **Policy Review:** This policy will be reviewed and updated annually, or more frequently if required by changes in technology, law, or City operations.

This policy provides a foundation for ensuring the responsible and secure use of the City's IT resources. All users are advised to familiarize themselves with its contents and direct any queries or concerns to their supervisor or the City IT Department.

10.2 PHONE USE POLICY

The purpose of this Phone Use Policy (PUP) is to establish guidelines for the appropriate and effective use of the City of Indianola's telecommunication resources. This includes mobile devices, desk phones, softphone/mobile applications, and other communication tools. The policy aims to foster a professional, efficient, and secure communication environment.

The PUP applies to all individuals utilizing the City's telecommunication resources, whether these resources are City-owned or part of a Bring Your Own Device (BYOD) arrangement. All usage should be legal, professional, and primarily for City operations. The City reserves the right to limit, deny, or revoke access, particularly in cases of policy violations.

DEFINITIONS:

- **Telecommunication Resources:** Devices and applications, including mobile devices, desk phones, Softphone/Mobile applications, and other communication tools provided by or used within the City of Indianola.
- **Users:** All city employees, volunteers, contractors, and any other individuals using the City's telecommunication resources.

- **Policy Violations:** Actions that contradict the PUP guidelines, such as using telecommunication resources for illegal activities, harassment, or any activity that violates local, state, federal laws, or City policies.

PROCEDURES:

- **Appropriate Use:** Telecommunication resources should be used predominantly for City business. Limited personal use is permissible but should not interfere with City operations or compromise resource security and functionality.
- **Personal Devices and Mobile Device Management (MDM):** Employees may use personal devices for work, provided they comply with the City's BYOD policy. Such devices will be subject to the City's mobile device management (MDM) system to ensure adherence to security guidelines.
- **City-Provided Mobile Devices:** Designated personnel will receive a mobile device from the City. They may opt to use personal devices, provided they meet the City's security standards and are compliant with MDM policies.
- **Confidential Information:** Confidential or sensitive City information should only be shared over the phone when necessary and securely.
- **Harassment and Inappropriate Use:** Harassment or inappropriate behavior using telecommunication resources is strictly prohibited.
- **Recording and Privacy:** Recording conversations without the consent of all parties is prohibited. Users should not expect privacy when using City telecommunication resources.
- **Care and Reporting Damage:** Users must promptly report any damage or malfunction of City-owned resources to the City IT Department.
- **Enforcement:** Policy violations may result in disciplinary actions, including termination. Suspected violations should be immediately reported to the City IT Department.

SOFTPHONE/MOBILE APPLICATION USE:

- **Authorization:** Use of the softphone application requires supervisor approval.
- **BYOD and Data Charges:** If installed on a BYOD device, the City is not liable for data charges. The softphone, being a VoIP tool, may consume data, with charges borne by the device owner.
- **Usage:** The softphone application's use should align with the PUP guidelines.
- **Security:** Users must secure the softphone application with appropriate authentication measures.

- **Updates and Maintenance:** Regular updates and checks are essential. Report issues to the City IT Department.
- **Training:** Users should familiarize themselves with the softphone application's features and best practices.

POLICY REVIEW:

This policy will undergo periodic reviews, at least annually, to accommodate technological, legal, or operational changes.

10.3 MOBILE DEVICE USE POLICY

The purpose of this Mobile Device Use Policy (MDUP) is to establish guidelines for the appropriate and secure use of the City of Indianola's mobile devices. This policy aims to ensure the integrity and confidentiality of the City's information while also protecting the network from potential risks.

The MDUP applies to all City employees, volunteers, contractors, and anyone else using mobile devices for City-related operations, regardless of whether the devices are owned by the City or by the individual (Bring Your Own Device, BYOD). Any mobile device usage should be compliant with legal, professional, and City-specific norms. The City reserves the right to limit, revoke, or deny access to its mobile resources at any time, particularly in the event of policy violations.

DEFINITIONS:

- **Mobile Devices:** Include smartphones, tablets, and any other portable devices that can connect to the internet or the City's network resources.
- **Users:** Include all City employees, volunteers, contractors, and anyone else using mobile devices for City-related activities.
- **Policy Violations:** Actions that contradict the MDUP guidelines, such as using the devices for illegal activities or any activity that violates local, state, or federal laws or City policies.

PROCEDURES

- **City-Issued Mobile Devices:** Mobile devices provided by the City to Department Heads and designated personnel should be used primarily for City business.
- **BYOD:** Personal mobile devices used for work purposes should comply with the City's MDUP policy. Users are responsible for ensuring that their devices are compatible with the City's security requirements. These devices should be registered with the City's Mobile Device Management (MDM) system.

- **Security Measures:** All mobile devices, regardless of ownership, must comply with the City's security standards. This includes implementing features such as biometrics, pin codes, and updated antivirus software. Any lost or stolen device should be reported immediately to the City IT Department to mitigate risks of unauthorized access.
- **Use of Mobile Devices:** The use of mobile devices for communication or information sharing should be conducted in line with the State and City regulations.
- **Any loss or damage to city devices, or loss of personal devices** should be reported immediately to the IT department. - it@indianolaiowa.gov - (515)962-5304.
- **Enforcement:** Violations of this policy may lead to disciplinary action, up to and including termination. Any suspected violation should be reported to the City IT Department immediately.
- **Policy Review:** This policy will be reviewed annually or as required by changes in technology, law, or City operations.

This Mobile Device Use Policy provides a framework for the responsible and secure use of the City's mobile devices. All users are encouraged to understand and adhere to this policy, and to consult their supervisor or the City IT Department with any questions or concerns

10.4 ARTIFICIAL INTELLIGENCE (AI) USE POLICY

The purpose of this policy is to provide guidelines for the ethical and responsible use of Artificial Intelligence (AI) within the municipal operations of the City of Indianola. This policy aims to enhance operational efficiency, improve public services, ensure the protection of privacy and civil liberties, and maintain transparency in AI applications, while complying with all relevant federal and state laws including HIPAA and CJIS.

The City of Indianola commits to using AI technologies to enhance public services responsibly, ensuring these technologies do not infringe on individual privacy rights, discriminate against individuals or groups, or replace human decision-making in critical services without adequate oversight. AI applications will adhere to the highest standards of transparency and ethical practice.

Definitions:

- **Artificial Intelligence (AI):** Technologies that simulate human intelligence processes by machines, especially computer systems. These processes include learning (acquisition of information and rules for using the information), reasoning (using the rules to reach approximate or definite conclusions), and self-correction.

- **Ethical AI:** The practice of creating AI systems that operate ethically, ensuring fairness, accountability, and transparency in both development and implementation.
- **Transparent AI:** AI systems and algorithms that are understandable by and explainable to the general public, ensuring that AI decisions can be easily explained and understood.
- **Protected Health Information (PHI):** Information that is protected under the Health Insurance Portability and Accountability Act (HIPAA).
- **Criminal Justice Information Services (CJIS):** Federal guidelines for the protection of criminal justice information utilized by the justice and law enforcement communities.

Procedure and AI Implementation Guidelines:

- **Integration and Testing:** AI tools must be rigorously tested to ensure accuracy and compliance with ethical standards before being deployed in any city operations.
- To ensure compliance with ethical standards and accuracy, AI tools must undergo a rigorous testing process before deployment in city operations. This involves defining compliance criteria, involving relevant stakeholders, and developing a testing protocol that includes technical testing, ethical review, and security assessment. The AI should be tested in simulated environments to identify and correct any discrepancies or biases. Documentation of the testing process and outcomes is essential, followed by a pilot deployment for real-world monitoring. Continuous post-deployment monitoring is also necessary to maintain ongoing compliance and address any emerging issues.
- **Training and Awareness:** City employees involved in operating or interacting with AI systems will receive ongoing training on the ethical use of AI, focusing on understanding biases, data security protocols, and maintaining human oversight.

Use Case Restrictions:

- AI will not be used for indiscriminate surveillance or profiling that violates individual privacy rights, except where legally authorized and strictly regulated.
- AI shall not autonomously make decisions in critical areas affecting individual rights without robust human oversight.

Data Protection and Privacy:

- AI systems handling PHI or other sensitive data must comply with HIPAA, CJIS, and other relevant privacy laws, ensuring data is encrypted, securely stored, and access controlled.
- Consent must be obtained for the collection and processing of any individual's data by AI systems, with clear information provided on how the data will be used.

- **Public Engagement and Transparency:**
 - The city will engage with the public through consultations and informational sessions to explain the role of AI technologies in municipal services, gather feedback, and build trust.
 - Public consultation is essential as it fosters trust and ensures community needs are addressed. Engaging with the public through consultations and informational sessions helps explain the role of AI, gather feedback, and demonstrate commitment to transparency. This process educates the community, refines AI implementations, and ensures solutions align with ethical and social values.
 - Documentation on AI deployments will be accessible to the public to ensure transparency about how AI is used and decisions are made.

This policy provides a structured framework to guide the development, deployment, and management of AI technologies within the City of Indianola, ensuring that AI enhances city operations while upholding ethical standards and protecting citizen rights.

10.5 BUSINESS USE

All City electronic communication systems are to be used primarily for business purposes. Any personal use of electronic communication systems is not private, is subject to this policy, and must be incidental, occasional, and kept to a minimum. Chain letters, joke chains, gambling, games, and similar activities are not allowed.

Business Form

E-mail and voicemail messages reflect the City image. They should be courteous, professional, and businesslike. It is expected that employee communications on the electronic communication systems will reflect favorably on the City and on the employee.

Sensitive Communications

E-mail, voicemail, Internet, wireless, and facsimile transmissions may not be appropriate vehicles for certain sensitive or confidential communications. Employees shall consider if it is better to discuss certain topics face-to-face to protect the City's proprietary or confidential information or sensitive personnel matters.

Respect the electronic communication systems/content of others

Notwithstanding the City's right to access communications and other content contained on its electronic communication systems, employees are expected to respect the confidentiality of

content and communications sent to or received by others, subject to Open Records Laws of the State of Iowa.

Sabotage

Employees may not knowingly engage in any activity that might be harmful to the City's systems or to any stored information, such as but not limited to, creating or propagating viruses, disrupting services, or damaging information.

Inspection and Monitoring

The City reserves the right to inspect, monitor and/or log all computer activity with or without notice, including e-mail and all World Wide Web or other Internet activity. Users should have no reasonable expectation of privacy in the use of these resources.

Confidential Material

It is recognized that some employees may store information in their computers that is classified as confidential by law, and that information may be protected with passwords unique to individual employees. However, all passwords shall be recorded with the Supervisor and/or Department Head; no passwords for screens or files may be added to the City's computer equipment until a record of the password has been made in that department. It is the responsibility of employees having custody of records classified as confidential by law to appropriately protect that confidentiality. Information which is protected from inspection by the public is subject to inspection by the appropriate City official.

10.6 ELECTRONIC MAIL

E-mail is subject to all policies regarding computer use outlined in this policy. Users should not consider electronic communications to be either private or secure. For purposes of monitoring compliance with this policy, the Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may inspect or monitor electronic mail messages as a routine matter. The Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may inspect, monitor, and copy the contents of electronic messages in the course of an investigation triggered by indications of impropriety, as necessary to locate substantive information that is not readily available by some other means, or as deemed appropriate by the City, provided such inspection is not in violation of state or federal law. The City reserves the right to cooperate fully with local, state or federal officials in any investigation concerning or relating to any mail transmitted on any network.

10.7 DAMAGE TO CITY PROPERTY

Any intentional malicious act to deface, alter, harm, or destroy any electronic equipment, any data of another user, or any information contained on any City or other computer system or Internet, shall be considered an act of vandalism subject to disciplinary action and/or criminal prosecution. Exemption: Routine deletion of unimportant data files. If unsure, check with your Department Head or the IT Department. Any employee identified as a security risk or having a history of problems with other computer systems may be denied access to any computer system.

10.8 PRIVACY

Because all electronic communications and content are the property of the City, employees should not expect that communications or content are private. The City reserves the right to audit, intercept, access, retrieve, monitor, block, review, copy, delete, or disclose any communications or other content in the electronic communications systems, for any purpose, without notice to the employee and without seeking permission of the employee. The confidentiality of any message should not be assumed.

10.9 VIOLATION OF THIS POLICY

Employees who violate any provision of this policy are subject to disciplinary action up to and including termination of employment.

10.10 INSPECTION OF CITY PROPERTY

The City attempts to maintain equipment and supplies which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are City property and are only to be used for conducting City business.

As a part of an individual's employment, a desk, workspace, locker, or vehicle may be made available to the employee. The desk, workspace, locker, or vehicle are City property. Because the desk, workspace, locker, or vehicle are City property, not the personal property of the employee, they are subject to being inspected by the Supervisor, with prior approval from the City Manager, Human Resources Director, and or legal and, if applicable, the Department Head, at any time, with or without notice to the employee.

The City assumes no responsibility or liability for any items of personal property which are placed in or on City property which is assigned to an employee.

The City may also provide a telephone and/or a computer to the employee to perform the employee's job. These items are also City property and should only be used to conduct City

business. If it is necessary to conduct personal business on the telephone or by using the computer, the City expects that this personal use will be kept to a minimum and will not interfere with the City's business. Naturally, the City insists that all personal business conducted on the telephone and the computer be legally proper and that communications not be offensive or harassing. In order to ensure that the City's property is not being misused, the Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may monitor communications and examine any computer information. To the extent that any computer or telecommunication activities are regulated by state or federal law, the City will observe all such regulations imposed upon it.

If the City conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection.

10.11 REMOTE WORK

The purpose of this policy is to provide guidelines for remote work to ensure that the efficiency, productivity, and collaborative spirit of the City of Indianola's operations are maintained. This policy is designed to offer directors the flexibility to grant certain employees the ability to work from home. It is not a guaranteed perk of employment but rather a discretionary arrangement based on the needs of the department and the nature of the job role.

- Remote Work Overview: Remote work allows employees to perform their duties and responsibilities from a location other than their primary workplace. This flexibility aims to maintain or even enhance productivity while offering employees a better work-life balance. While working remotely, employees are expected to maintain regular communication with their teams and superiors. This includes both synchronous and asynchronous communication methods to ensure a seamless workflow.
- Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved as needed, with no expectation of ongoing continuance. Not all City positions are appropriate for remote work. The City, however, also understands that there may be circumstances where remote work or flexible schedules can serve the needs of both the City and the employee. Examples may include times during a pandemic, natural disaster, hazardous weather, or dangerous situations for continuity of operations and to safeguard employees, or due to personal needs or circumstances of the employee.
- Other informal, short-term arrangements may be made for employees on family or medical leave (FMLA or sick leave) to the extent practical for the employee and the City, and safe for the employee with the consent of the employee's health care provider, if appropriate.

- All informal remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

Eligibility:

- To qualify for remote work, employees must have tasks and responsibilities that can be effectively performed from a remote location.
- Employees whose roles require immediate on-site presence or response to emergencies, such as firefighters, EMS personnel, or police officers, are not eligible for remote work.
- The decision to grant remote work privileges rests with the respective directors, who will evaluate the nature of the job role and the operational needs of the department.

Financial Responsibilities:

- The Employee is responsible for ongoing operating costs associated with their remote workspace, including but not limited to telephone service fees, internet fees, utility costs, homeowner's or renter's insurance, and furniture or equipment rental fees. Employees should not incur any expenses on the assumption that the City will reimburse them without prior written approval from the City Manager.

Technology work expectations for remote workers of the City of Indianola:

- **City-Supplied Devices:** Employees must primarily use city-issued devices for work. Personal devices can only be used upon approval from both their supervisor and the IT Department.
- **Office 365 Utilization:** All work-related tasks, documents, communications, and collaborations should be conducted using the City's Office 365 suite.
- **VPN Usage for On-Premises Applications:** Accessing on-premises applications requires connecting through the city's VPN.
- **Software & Applications:** Only city-approved software and applications should be installed. Regular software updates are mandatory.
- **Password Management for Office 365:** Use city-recommended password management tools and change passwords at designated intervals.
- **Anti-Malware & Antivirus:** Ensure city-provided solutions are active and up to date on all devices. Perform regular scans.
- **Data Storage & Backup:** Utilize Office 365 cloud storage and ensure consistent backups as per city guidelines.
- **Secure Internet Connection:** Avoid public Wi-Fi for work tasks.

- **Personal Device Security:** If approved for personal device use, it should meet the city's security standards, have city-approved solutions installed, not store city-related data locally without encryption, and regularly undergo security checks by the IT department.
- **Incident Reporting:** Report any technological malfunctions or security incidents to the City of Indianola's IT department immediately.

POLICY VIOLATIONS & ENFORCEMENT:

- **Violations:** Working remotely without director approval, not maintaining communication, missing mandatory meetings, or deadlines.
- **Consequences:** Violations may result in disciplinary action, up to revocation of remote work privileges or further employment actions.
- **Enforcement:** Directors are responsible for ensuring adherence to the remote work policy and maintaining work standards.

PROCEDURES:

- **Work Location & Hours:** The Employee's remote work location, workdays, and core hours will be agreed upon with their Supervisor. Any deviations from this schedule should be communicated in advance.
- **Communication:** Employees are expected to:
 - Log on to their computers during normal work hours.
 - Be available for all meetings and conference calls.
 - Respond to emails and calls promptly.
 - Engage with colleagues via approved communication tools.
 - Report any job-related injury or illness within 24 hours to the Supervisor and HR and call Company Nurse at 1-888-770-0928.
- **Safety:** Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties and work schedule may be covered by the City's workers' compensation policy. As with all claims, each case will be investigated for coverage and compensability. The employee is liable for any injuries sustained by visitors to his or her home worksite. Employees are responsible for notifying the employer of such injuries exactly as they would if they were physically at work, utilizing the first report of injury via the Company Nurse protocol and completing the SIR (safety incident report) as soon as possible.
- **Equipment & Expenses:** The City and the Employee will determine the necessary equipment for remote work. City-owned equipment must be maintained as per guidelines, and any changes to equipment inventory should be updated in this

Agreement. Maintenance or repairs on City-owned equipment without prior approval is prohibited. The Employee is responsible for maintaining their own equipment.

- **Child/Dependent Care/Personal Business:** Remote work is not a substitute for child or dependent care. Employees must continue to arrange for child under age 12 or dependent care to the same extent as if they were working at the Office, unless there is an adult caregiver, other than the employee in the home to provide care during work hours. Employees must refrain from conducting personal business while working remote. Remote work is not designed to be a replacement for an employee's inability to report to work (example: loss of a driver's license due to suspension, revocation, etc.).
- **Workspace guidelines**

Employees working from home should keep their workspace free of safety hazards. To support the health and safety of employees, we advise remote employees to:

 - Utilize surge protectors for equipment using electrical sources
 - Maintain a clear walkway in the workspace
 - Install or utilize sufficient lighting
 - Implement approved ergonomic processes
 - Performance Metrics
 - Employee performance during remote work will be measured and monitored based on task completion, adherence to deadlines, and overall productivity. Regular performance reviews will include an assessment of remote work effectiveness.

POLICY REVIEW:

- This policy will be reviewed annually by the HR department in collaboration with other relevant departments. Feedback from directors and employees will be considered during the review.

COMMUNICATIONS

The purpose of the communication policies is to define the foundational elements and overarching goals of communication practices within the City of Indianola. These policies aim to enhance transparency, accountability and engagement between the City, its employees and elected and appointed leaders and the community it serves. These policies shall provide expectations and requirements of how employees as well as elected and appointed officials

should conduct themselves when interacting with the public, with the media and on social media regarding topics relating to the City.

Timely, transparent communication is critical to the City's ability to present information in a manner consistent with Indianola City Council policies and philosophy of open government. By establishing clear communication standards through these policies, the City of Indianola endeavors to foster a culture of openness and public trust as well as ensure the dissemination of accurate and consistent information.

Nothing in these communication policies shall be interpreted or applied as limiting an employee's right to engage in speech protected by the United States and Iowa Constitutions or as limiting the right to engage in protected concerted activity, including employee discussion regarding the terms and conditions of employment.

Establishment of Communications Team (11.1):

A Communications Team, headed by the Communications Manager, will be established to lead and coordinate the City's communication efforts.

The team will include representatives from various departments to establish a multidisciplinary approach to communication.

Development and Review of External Communication Materials (11.2):

All official external communication materials, including but not limited to press releases, public notices and digital content, must adhere to established City branding and messaging guidelines.

The Communications Manager will review and approve all external communication materials prior to dissemination.

Media Relations (11.3):

The Communications Manager serves as the Public Information Officer (PIO) for the City and conveys the official City position on routine media inquiries, issues of citywide significance and situations that are controversial or sensitive in nature. The City Manager or appointed designee serves in the absence of the Communications Manager.

All media interactions are to be directed to the Communications Manager.

Use of Social Media (11.4):

The City utilizes social media platforms to enhance engagement with the community, share important updates and promote City events and initiatives.

Social media content and interactions is managed by the Communications Manager, with support from the Communications Team Members.

Training and Compliance:

City employees, as well as elected and appointed officials, will receive regular training on communication policies and best practices to review compliance and effectiveness. The Communications Manager will periodically evaluate and update communication policies to reflect evolving best practices and community needs.

11.1 ESTABLISHMENT OF COMMUNICATIONS TEAM

The City of Indianola commits to maintaining a dedicated Communications Team tasked with overseeing all aspects of internal and external communications. The team will work collaboratively across departments to develop, implement and evaluate communication strategies, ensuring consistency in messaging and adherence to the City's standards and values.

Formation of the Communications Team:

- The Communications Team shall consist of the Communications Manager and designated representatives from key departments, including but not limited to Public Safety, Public Works, Culture & Recreation and City Administration.
- Communications Team Members will be appointed by their respective Department Head, in consultation with the Communications Manager, based on their roles, expertise and ability to contribute to the City's communication efforts.

Roles and Responsibilities:

- **Communications Manager:** Develops and oversees the implementation of the City's comprehensive communication plan, manages media relations and ensures consistent messaging across all platforms.
- **Communications Team Members:** Support the development and execution of communication strategies, provide department-specific insights and assist with content creation and dissemination.

Communication Strategy Development:

- The Communications Manager, with support from Communications Team Members, will develop an annual communication plan that outlines key messages, communication channels, target audiences and strategic goals.

- The plan will include a schedule for regular updates, initiatives and campaigns to ensure proactive and consistent communication with stakeholders.

Content Creation and Approval:

- The Communications Team will collaborate on the creation of content for various channels, including but not limited to press releases, social media posts, newsletters and the City website.
- All external communication materials must be reviewed and approved by the Communications Manager prior to publication and dissemination to ensure accuracy, consistency and alignment with City policies.

Media Relations:

- The Communications Manager will serve as the primary spokesperson for the City and coordinate all media inquiries and interviews.
- Department-specific inquiries will be directed to the appropriate Team Member, under the guidance of the Communications Manager, to provide accurate and timely information.

11.2 DEVELOPMENT AND REVIEW OF EXTERNAL COMMUNICATION MATERIALS

All City departments and employees involved in crafting and disseminating external communications must adhere to these standards to ensure coherence in the City's communications strategies, messaging and the City's standards and values. Its purpose is to ensure that communications with the public, stakeholders and media members are clear, accurate, consistent and reflect the City's values and mission. This policy encompasses all forms of external communications, including but not limited to news releases, public notices, social media posts, newsletters and official City correspondence.

Content Creation and Approval:

- All external communications must be created with attention to accuracy, clarity and professionalism. Messages should be relevant to the intended audience and crafted to support the City's objectives and values.
- The Communications Manager, with support from the Communications Team Members, must review and approve all external communications before dissemination to ensure consistency with City branding and messaging guidelines.

Branding/Visual Identity and Messaging:

- External communications must adhere to the City’s branding and messaging guidelines, including the use of the City logo, official colors, and templates for documents and presentations. This ensures a consistent visual identity across all communication channels.
- The Communications Manager will provide access to branding materials and offer guidance on their correct application.
- All printed or online materials are to be coordinated through the Communications Manager, unless it is an emergency, including but not limited to:
 - **Brochures, Flyers and Fact Sheets:** Text and draft layout should be forwarded to the Communications Managers for review, copyedit, page layout and design edit and approval.
 - **Newsletters and Digital/Printed Publications:** Communications Team Members and City departments are encouraged to offer story ideas for newsletters and other City communication strategies. The Communications Manager will be responsible for final editing, layout and dissemination, with support from Communications Team Members.
 - **Annual Reports:** City departments’ annual reports should be shared in draft form to the Communications Manager for final editing prior to printing and dissemination. Pre-approved templates are available for use.
 - **Presentations:** City departments’ presentations, like PowerPoint, Google Slides, etc., should be shared in draft form to the Communications Manager for final editing prior to printing and distribution. Pre-approved templates are available for use. Please communicate with the Communications Manager when a presentation will involve continuous updates prior to printing and dissemination.
 - **Surveys:** City departments’ surveys should be shared in draft form to the Communications Manager for final editing prior to printing and dissemination. Pre-approved templates are available for use. The Communications Manager, with support from Communications Team Members, can help administer surveys for departments.
 - **Notices to Residents:** Notices should be provided for street closings, tree trimming, parking restrictions, information meetings, hearings, etc. The text and suggested layout should be forwarded to the Communications Manager for final approval. Pre-approved templates are available for use.
 - If notices are for emergency purposes, the department may issue the notice without prior review and approval.

- Door-to-door distributions should not be placed in mailboxes but attached to doors with rubber bands or hand-delivered to residents.
- Department forms should follow the guidelines established in the Indianola Brand Standards Guide, including logo usage, writing style, color palette and fonts.
- If posting online as a PDF, the form should be a fillable PDF to ensure compliance with ADA guidelines.
- Grammar, clarity, punctuation and spelling should be double-checked for accuracy prior to submission to the Communications Manager for review and approval.
- Jargon should be eliminated. AP Style should be used in all writing.
- **Speaking Engagements:** City departments participating in speaking engagements should make the Communications Manager aware prior to the event.
- **Promotional Events:** Primary coordination of promotional events at City departments is the responsibility of the department, including school tours, special events, career fairs, contests, etc.
- **Information Meetings:** Primary consideration resides with the department. If needed, the Communications Manager, with support from Communications Team Members, will help promote the meeting to the appropriate audience(s). The Communications Manager will be notified prior to the meeting, including date, purpose and target audience(s). Advertising text and suggested layout will be forwarded to the Communications Manager for final copy edit and approval prior to printing and dissemination.
- **Banners, Signs, Graphics and Promotional Assets:** Any and all banners, signs graphics and promotional assets that are City-sponsored, City-affiliated or City-supported are to be forwarded to the Communications Manager for review, edit and approval prior to production and dissemination. To help promote activities and opportunities in the community that are City-sponsored, City-affiliated or City-supported, single- or multi-day events with community involvement or general promotions and events provided by a nonprofit organization, the City of Indianola has established process to submit information and assets for placement in the following areas:
 - Flyers at City Buildings and Facilities, such as City Hall, Indianola Public Library, Indianola Activity Center, Indianola Wellness Campus, Pickard Park, etc.
 - Graphics for Digital Sign outside City Hall.
 - Banners along the Moats Park fence line.
 - Advertisements in the quarterly City of Indianola Magazine.

- Information posted on the City's website and social media accounts.

Exceptions must receive the written consent of the Communications Manager and be approved by the respective board or commission. All information created that is not by a City-sponsored, City-affiliated or City-supported individual, group or organization must utilize their own resources. For submissions that are not City-sponsored, City-affiliated or City-supported, it must include the following disclaimer:

"This is not a City of Indianola publication. The City neither endorses nor sponsors this organization or activity represented in this material. It is being distributed as a courtesy to inform the community of an upcoming activity or event."

The Communications Manager is the primary contact for managing and administering this workflow. Support will be provided as needed by the Communications Team Members or other designee(s).

- **Other:** Any and all other forms of public information are to be forwarded to the Communications Manager for review, edit and approval prior to production and dissemination.

Social Media Management:

- The City's social media accounts will be used to engage with the public, share important updates and promote City initiatives and events.
- Posts and responses on social media platforms must be respectful, professional, and in line with the City's social media policy.
- The Communications Manager, with support from Communications Team Members, will manage these accounts and monitor interactions.

Website Management:

- The City's official website, located at www.indianolaiowa.gov, is the City of Indianola's primary online source for communicating information to the public. Information posted on City social media sites will supplement, and not replace, required notices and standard methods of communication.
- The Communications Manager, with support from IT and Communications Team Members, will manage all facts of the City's official website, including content creation and management, page design and management, compliance, etc.

Crisis Communications:

- In the event of a crisis or emergency, the Communications Manager will lead the development and execution of a crisis communication plan, ensuring that information is communicated quickly, accurately and consistently to the public.
- All City employees must forward media inquiries related to the crisis to the Communications Manager without providing comments.

11.3 MEDIA RELATIONS

The City of Indianola aims to establish clear guidelines and procedures for engaging with the media. The objective is to ensure that all media communications are coordinated, accurate and reflect the City's commitment to transparency and open communication. This policy covers the approach to media inquiries, news releases, interviews and any public statements made on behalf of the City.

All interactions with the media are to be handled professionally, consistently and strategically to maintain positive relationships with media representatives and ensure the community receives accurate and timely information. This policy applies to all City employees and departments, elected officials, appointed officials serving on boards and commissions and any individual or group affiliated with the City.

Designation of Spokesperson(s):

- The Communications Manager is the primary spokesperson for the City of Indianola and is responsible for all official communications with the media. The Communications Manager will serve as the primary source of City information, providing background information about City issues, projects, programs and services.
- Department Heads may act as secondary spokespersons for issues directly related to their departments, with prior coordination with the Communications Manager. Department Heads are required to designate a media liaison for their department. This will be kept on file with the Communications Manager.
- The City Manager or appointed designee serves in the absence of the Communications Manager.

Handling Media Inquiries:

- All media inquiries, whether verbal or written, received by City employees, elected officials or appointed officials are to be directed to the Communications Manager without providing substantive comments or speculation.

- The Communications Manager will evaluate the inquiry, coordinate with the relevant department(s), and respond in a timely manner to ensure the information provided is accurate and comprehensive.
- Priority attention should be given to all media inquiries. Every effort should be made to meet media deadlines and ensure that all information released is accurate. Accuracy of information takes precedence over media deadlines. If another priority prevents an immediate response, a courtesy call should be made to the media member confirming what information is requested and advising when the requested information will be available.
 - EXCEPTIONS:
 - The Indianola Police Department has designated PIOs who handle media inquiries and news releases for the department. If a major event or administrative event occurs, the Communications Manager would assist or lead the communications efforts. The designated Police PIOs shall inform the Communications Manager prior to a news release being sent.
 - The Indianola Fire Department may designate their own department spokesperson(s) to handle media inquiries related specifically to public safety emergencies. If a major event or administrative event occurs, the Communications Manager would assist or lead the communications efforts. The designated Fire PIOs shall inform the Communications Manager prior to a news release being sent.
 - Post emergency media relations shall be handled under general provisions of this policy. Staff members who provide emergency medical care to the public should refrain from speaking to the media and refer them instead to their department's designated PIO and/or the Communications Manager.
 - The Communications Manager should be advised within a reasonable period of time when this exception clause is used. Non-routine/administrative media requests should be forwarded to the Communications Manager prior to response. These may include responses that require the interpretation of policy, employee information and emergency situations.

Issuance of News Releases, Media Notifications and Alerts:

- All news releases, media notifications and alerts are to be forwarded to the Communications Manager for review and approval, unless it is an emergency.

- When applicable, the relevant Department Head(s) or other staff who initiate a news release, media notification and/or alert shall have the opportunity to review these communications before dissemination to ensure the content and information is accurate and aligns with the City’s communication strategy, branding and messaging guidelines.
- All news releases, media notifications and alerts will be sent by the Communications Manager or appointed designee(s).
- A schedule for regular news releases, media notifications and alerts will be maintained to proactively share information about City initiatives, projects and events.
- Designated PIOs who handle media inquiries for the Indianola Police Department will write and send news releases on behalf of the department. The designated Police PIOs shall inform the Communications Manager prior to a news release being sent.
- After hours/emergency news releases, media notifications and alerts should be forwarded to the Communications Manager upon release to the media. Designated department PIOs should be prepared to respond to questions from the media following release of information.

Media Training:

- Media relations training required of management/supervisory staff with more intensive training will be provided on an “as needed” basis.

Media Events:

- The City may organize media events, such as news conferences or briefings, to address significant issues, announcements or developments.
- News conferences will be held at the direction of the Communications Manager, City Manager, Mayor and/or designated PIOs to announce or respond to an issue of significance or controversy with a united voice pertaining to facts, information, rules and emergency or crisis situation or the established policies of the City.
- News conferences will be typically held at City Hall or at another location at the direction of the Communications Manager, City Manager, Mayor or designated PIOs.
- News briefings may be conducted to educate the media and general public about topics relating to the City or potentially controversial issues and provide media members an opportunity to ask in-depth questions. In most briefings, the City provides extensive background materials, fact sheets and explanatory materials.
- News briefings will be typically held at City Hall or at another location at the direction of the Communications Manager, City Manager, Mayor or designated PIOs.

- The Communications Manager, with support from the City Manager, Mayor and/or designated PIOs, will coordinate these events, including logistics, invitations to media and briefing materials for the spokesperson(s).

Emergency Media Relations:

- In the event of a disaster or emergency, and the City of Indianola's emergency operations center (EOC) is activated, the City's Emergency Operations Plan designates the Communications Manager (or designee) responsible for primary media relations and communications as PIO. The plan also designates a line of succession to this responsibility when the PIO is absent or when a second shift is required.
- The Communications Manager will work with the City Manager, Mayor and public safety officials to prepare for a news conference.
- Contact with the media by elected officials shall be arranged by the Communications Manager.

Photo Opportunities:

- All staff and elected officials should advise the Communications Manager about possible photo opportunities on projects that are resident and/or community sensitive, like tree trimming, construction projects, sidewalk and road repairs, etc.

Television, Newspaper and Radio Appearances/Interviews:

- Designated department spokesperson(s) and elected officials should forward media requests to the Communications Manager. Any television appearances or interviews for print should be arranged through the Communications Manager prior to the interview. If prior notification is not possible, the Communications Manager should be notified shortly after the interview. The Communications Manager can provide assistance and advice in dealing with the media.
- All employees and elected officials should remember they are representing the City and their comments should reflect the interpretation and administration of City policies. At no time should personnel issues be discussed with the media.

Monitoring and Analysis:

- The Communications Manager, with support from the Communications Team Members, will monitor media coverage of the City to assess public perception, the effectiveness of media relations strategies and areas for improvement.

- Feedback and insights gained from media analysis will be used to refine future communications and media engagement strategies.

Guidelines for Employees, Elected Officials and Appointed Officials Acting as Private Citizens:

- The following guidelines are offered to employees or elected officials who may choose to contact the media as a private citizen. These guidelines do not prohibit such contact but support other City policies regarding improper use of City equipment and property. These guidelines also apply to employees responding to or initiating media contact as official representatives of City departments:
 - Letters to the editor may not be prepared on City time, printed on City letterhead stationery or mailed at City expense.
 - Telephone contact may not be made on City time using City telephones.
 - Use of City email, social media or any other City-owned digital communication is prohibited.
 - Use of City facilities or supplies is prohibited.
 - Use of City uniforms and apparel is prohibited.

11.4 SOCIAL MEDIA

The City of Indianola strives to maintain an active, engaging and responsible presence on approved social media platforms. This policy governs the creation, management and use of social media accounts or web-based information sharing/open communication site associated with the City, ensuring that content is consistent, accurate and enhances the City's public image.

To ensure continued support for the City's Communications Guide and Policies, and since such sites are by their nature collaborative and unstructured, unrestricted use of these media can potentially result in content posted that runs counter to the City's interests and/or exposes the City to legal action. All social media sites that carry the City of Indianola name and branding elements will be operated and maintained by the Communications Manager and Communications Team Members.

This policy applies to the use of social media to interact with the public by City employees in their capacity as a City employee. It applies to any person who is provided an account on the City's network or systems including all employees and elected officials.

This policy is in addition to and complements any existing or future City policies regarding the use of technology, computers, smartphones, email and the internet. The use of City electronic resources implies an understanding of, and agreement to, this policy.

All accounts on the City's network or systems are subject to Iowa Code chapter 22, Iowa Open Records Act.

Establishment and Management of Social Media Accounts:

- The Communications Manager will oversee the creation and management of all official City of Indianola and department-specific social media accounts, ensuring alignment with the City's communication strategies and objectives.
 - The purpose of using social media platforms is to provide news and information on City services, City government or City-sponsored or produced events and to use the public forums for community outreach and engagement. Examples of how City social media platforms are to be used include, but are not limited to:
 - City news, updates and stories.
 - Celebrations.
 - Road closures.
 - Public safety and weather emergencies.
 - Community development.
 - Community services.
 - Employee recruitment.
 - Indianola Parks & Recreation, Indianola Public Library or Indianola Wellness Campus programming and activities.
 - Sponsored events.
- The City's Communications Manager, Communications Team Members and department designee(s) are the only authorized Content Managers to establish a social media post and response as an official representative of City accounts. Content Managers are given administrative rights to the accounts.
- All requests in the development of a new social media account affiliated with the City are to be directed to the Communications Manager.

Content Creation and Approval:

- Content posted on official accounts should provide value to the community, such as important announcements, event information, public service updates and educational content.
- All City social media sites should link back to the official City website or department-specific website when appropriate.
- The City shall not violate any trademark or copyright laws by ensuring it has full permission or rights to any content before it is posted by the City, including photographs, videos and music.

- All content must be reviewed and approved by the Communications Manager or department designee(s) before posting to ensure accuracy, appropriateness and compliance with City policies.

Interaction with the Public through Official City Social Media Accounts:

- The City encourages positive interactions on its social media platforms and expects all comments and messages to be treated with respect.
- The Communications Manager, Communications Team Members and department designee(s) are responsible as Content Managers for monitoring interactions and may, when necessary, remove comments or posts that violate the City's guidelines for appropriate content, which prohibit harassment, spam, offensive language and misinformation.
 - Content Managers do not comment or post from their personal accounts. Content Managers representing the City must conduct themselves professionally and in accordance with this policy at all times as representatives of the City. Content Managers shall be familiar with and comply with the terms and conditions of the social media account.
 - Employees should not respond to City of Indianola posts on any social media accounts on behalf of the City from their personal accounts. Only Content Managers should respond to questions and comments.
 - The Communications Manager, with support from Communications Team Members and department designee(s), are responsible for moderating comments.
- If user content is positive or negative and in context to the conversation, the content should be allowed to remain, regardless of whether it is favorable or unfavorable to the City. All users shall adhere to applicable federal, state and local laws, regulations and policies.
- The City reserves the right to restrict or remove any content that is deemed in violation of the Communications Guide and Policies or any applicable law. Comments containing any of the following inappropriate forms of content shall not be permitted on City social media sites and are subject to removal and/or restriction:
 - Comments not related to the original topic.
 - Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, gender identity, marital status or mental or physical disability.
 - Defamatory or personal attacks.
 - Threats to any person or organization.

- The use of profanity and vulgar language.
 - Solicitation of commerce, including but not limited to advertising of any business or product for sale.
 - Encouragement of illegal activity.
 - Information that may tend to compromise the safety or security of the public or public systems.
 - Content that violates a legal ownership interest, such as a copyright, of any party.
- Any removed content must be retained for a reasonable period of time, including the time, date and identity of the person responsible for the content. Comments posted by a member of the public are the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City.

Comment Policy and Disclaimer:

- The City's social media accounts are a place for citizens to communicate directly with their local government. City social media accounts are maintained and moderated by the Communications Manager, Communications Team Members and department designee(s) to ensure that posted comments are constructive and suitable for all readers while respecting a range of opinions and points of view.
- Moderation will take place during normal business hours. Staff will reply to comments in a timely manner, when a response is appropriate.
- Posted comments by the public must comply with the following regulations:
 - Personal Conduct:
 - Comments must be civil and may not contain slanderous, libelous, malicious, offensive, threatening, profane, or insulting language.
 - References to the personality of individuals or personal attacks will not be permitted.
 - Comments must be within the scope of the topic under discussion. Repetitive or duplicate posts will be removed to maintain equity and ease of use for others.
 - Comments containing links to other websites or pages must be relevant to the topic.
 - Comments cannot represent a person other than the one posting the comment.

- Participants are responsible for what they post. Comments must not breach any law, confidentiality, or copyright. Give credit to appropriate persons when required.
- Always think before posting. If it causes you to question if it is appropriate, it most likely should not be posted.
- Spam or unrelated links to other sites will be removed.
- Comments that advocate illegal activity will be removed.
- Information that may compromise the safety, security or proceedings of public systems, any criminal or civil investigations, or any member of staff will be removed.
- Topic Guidelines:
 - As a community information resource, City social media accounts are politically neutral and therefore they do not allow petitions, endorsements, advocacy or other political messages to be published in this space.
 - Advertising or promotional announcements are not permitted. City social media accounts are permitted to use this space for fundraising, public awareness and community outreach for City-sponsored events and nonprofit organizations that exist to directly support City facilities, functions, operations and personnel.
 - Comments cannot include personally identifiable information, such as an address, phone number, social security number or other sensitive information.
 - The Communications Manager, Communications Team Members and department designee(s) as Content Managers of the City's social media accounts will limit the number of posts, photo albums and status updates each day. The purpose is not to overload our users with too much information. In the event of a severe weather event, crisis or emergency, the Communications Manager may post as many updates as warranted.
 - Anyone posting comments contrary to this social media policy may be prohibited from future participation.
 - A profanity filter is enabled on City accounts and will automatically hide comments that contain any vulgar or inappropriate words that are included in the filter.

Crisis Communication and Emergency Use:

- In the event of an emergency or crisis, the City's official social media accounts may be used as primary channels for communicating timely and critical information to the public.
- The Communications Manager will coordinate messaging across all platforms to ensure consistent and accurate information is disseminated.

Personal Use of Social Media:

- City employees who choose to maintain or participate in social media for personal use shall conduct themselves with professionalism and in such a manner that will not negatively reflect on the City or its mission. In most cases, social media posts will be seen by a public audience, and deleting posts is not a reliable way to remove them from the public domain. It should be assumed that the public is reading your words, viewing your photographs, no matter how secure or obscure the site to which a posting is made may seem. Keep in mind that anyone can take a screenshot of online activities and distribute them beyond their intended audience. Posting on social media may bring the public spotlight to a post. Ensure that you are expressing views that you would feel comfortable discussing or defending publicly.
- City employees are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships within the City, impede the performance of their City-related duties or negatively affect the public's perception of the City.
- The following guidelines should be followed when using social media for personal purposes:

City Employees:

- Whether or not you specify on your personal social media accounts that you work for the City, the fact that you are employed by the City is public information. Be mindful that whenever you discuss issues in an online platform, whether in a personal or professional capacity, your comments can be tied back to your employment with the City of Indianola.
- City staff shall abide by the following when using social media:
- Staff accessing personal social media by use of City-provided electronic devices have no expectation of privacy and may have this information accessed by City staff as outlined in City policy.

- While on duty, employees may only use communications devices to access social networking sites during authorized breaks, provided such usage does not interfere with the performance of job responsibilities.
- Disparaging or otherwise unprofessional display of the City or City branding and logos on clothing or similar identifying items posted on personal social media sites is prohibited.
- Employees may not post discriminatory, defamatory, libelous or slanderous comments when discussing the City, its governing body, supervisors and employees.
- Employees must comply with City policies and personal sites may be monitored to determine compliance with City policies.
- Employees who fail to follow the policy regarding social media may be subject to disciplinary action, up to and including termination.
- Employees may not use their work email address or the City's official logo for personal online communications or activities. Although employees may identify themselves as employees of the City, employees shall not identify themselves in a manner that suggests or implies they are speaking as a representative for the City, even when the communication occurs in a private setting. If any confusion is reasonably likely, the employee shall expressly state with a disclaimer that he/she is speaking in a personal individual capacity and not for or on behalf of the City.
- Employees may not attribute personal statements or opinions to the City when engaging in private blogging or postings on social media sites.

Nothing in this policy is meant to prevent an employee from exercising their right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt City operations.

Photo/Video Policy:

- The City does not permit the reproduction or redistribution of photos or videos (in partial or whole) from its social media accounts for resale use.

EMPLOYEE ACKNOWLEDGEMENT

I acknowledge receipt of my copy of the City of Indianola Employee Handbook. I understand that the handbook has been provided to me for informational purposes only and that the City may change or withdraw any policies, procedures, or benefit programs at any time. I acknowledge that this handbook is not a contract of employment, express or implied, and that I am not guaranteed employment for any specific duration. Either the City or I may terminate my employment at any time with or without notice or cause and within the guidelines of the bargaining unit contract for union employees.

I acknowledge that I have read and understand the policies and procedures in this handbook and agree to abide by them. I understand that if there is a policy or procedure, I do not understand it is my responsibility to ask my Department Head or Human Resources for clarification.

Employee Printed Name

Employee Signature

Date

City of Indianola
RESOLUTION NO 2024-

RESOLUTION APPROVING THE UPDATED EMPLOYEE HANDBOOK

WHEREAS, the Employee Handbook is reviewed and updated to ensure compliance with state and federal guidelines and current processes and procedures; and

WHEREAS, the revisions include updating Sections 7.9 Pregnancy Leave with the Pregnancy Workers Fairness Act and 9.18 Uniforms and Clothing Reimbursement; and

WHEREAS, the revisions included renaming Section 10 Information Technologies and adding Section 11 Communications; and

WHEREAS, the purpose of these policies is to ensure the City's human resources functions continue to provide direction in making personnel management decisions and provides employees with established standards for conduct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the updated Employee Handbook is hereby approved.

Approved this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Resolution approving monthly transfers.

Recommendation: These are recurring budgeted transfers that Council must approve by resolution.
Roll call is in order.

Attachments:	1.	Res 2024-Monthly Transfers
	2.	June 2024 Monthly Transfers

City of Indianola
RESOLUTION 2024-_____

RESOLUTION TO APPROVE MONTHLY TRANSFERS

WHEREAS, Iowa Administrative Code ("IAC") Sections 545-2.1 through 2.5 address City Finance budget amendments and fund transfers; and

WHEREAS, IAC Section 545-2.5 requires that all transfers of money between funds in the City budget forms must be approved by a fund transfer resolution of the City Council as defined in the IAC Section 545-2.1 to allow for transfers between funds; and

WHEREAS, the attached list shows each transfer to be completed in the current month of Fiscal Year 2024 on the Exhibit A, incorporated herein, which includes a clear statement of the reason or purpose for transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is to be received, and the dollar amount to be transferred; and

WHEREAS, the transfers must be approved and completed in accordance with IAC 545-2.5;

WHEREAS, the City of Indianola transfers money between funds to meet certain fiduciary obligations, and

WHEREAS, the transfers described on the attached form need to be accomplished prior to the month end of June 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the June 2024 transfers as described on the attached form are approved.

Passed and approved this 17th day of June 2024.

Stephanie Erickson
Mayor

ATTEST:

Jackie Raffety
City Clerk

FY 2024 Monthly Recurring Transfers

June 2024

	DEBIT	(CREDIT)	
610-8300-69101	\$ 7,083.33		Transfer Out to General Fund
001-9100-49102		\$ 7,083.33	Transfer In from Sewer PILOT
610-8300-69101	\$ 8,333.33		Transfer Out to Police Fund
011-1100-49101		\$ 8,333.33	Transfer In from Sewer PILOT
610-8300-69615	\$ 8,333.33		Transfer Out to City Manager
001-6150-49615		\$ 8,333.33	Transfer In from Sewer
110-2100-69615	\$ 8,333.33		Transfer Out to City Manager
001-6150-49615		\$ 8,333.33	Transfer In from Streets/RUT
610-8300-69625	\$ 3,804.58		Transfer Out to Human Resources
001-6250-49625		\$ 3,804.58	Transfer In from Sewer
110-2100-69625	\$ 3,804.58		Transfer Out to Human Resources
001-6250-49625		\$ 3,804.58	Transfer In from Streets/RUT
610-8300-69170	\$ 8,333.33		Transfer Out to Community Development
001-1700-49170		\$ 8,333.33	Transfer In from Sewer
110-2100-69170	\$ 8,333.33		Transfer Out to Community Development
001-1700-49170		\$ 8,333.33	Transfer In from Streets
110-2100-69621	\$ 3,118.92	RUT	Transfer Out Info & Tech
610-8300-69621	\$ 3,150.33	Sewer	Transfer Out Info & Tech
001-6210-49621		\$ 6,269.25	Transfer In--Info & Tech
650-9000-69620	\$ 1,250.00	Storm Sewer	Transfer Out Clerk
610-8300-69620	\$ 5,833.33	Sewer	Transfer Out Clerk
670-8400-69620	\$ 833.33	Recycling	Transfer Out Clerk
001-6200-49620		\$ 7,916.66	Transfer In City Clerk
710-8300-69610	\$ 187,500.00		Transfer Out for Sewer Operations
610-8300-49610		\$ 187,500.00	Transfer In from Sewer Fee Revenue

\$ 258,045.08 \$ 258,045.08

Prepared By:

Date



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Second consideration of ordinance regarding various amendments to Chapter 165, Zoning Regulations.

Recommendation: Roll call is in order.

Attachments:

1.	Zoning Change Ordinance
----	-------------------------

ORDINANCE NO. 2022 - _____

**AN ORDINANCE AMENDING VARIOUS SECTION OF CHAPTER 165,
ZONING REGULATIONS**

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

Section 1. Section 165.02(5)(C) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

- (1) In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council.
- (2) ~~In case~~ 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 by the owners of the property which is located within two hundred (200) feet of the exterior boundaries of the property for which the change is proposed ~~of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots,~~ such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council. Such petition shall be submitted to the City Clerk before or at the public hearing of the City Council.
- (1)(3) 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.

Section 2. Section 165.02(5)(D) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

- (1) 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 applicant. The sign shall be of such design that is approved by the zoning administrator and be in a visible location on the premises that is visible from all rights-of-way. The sign shall be posted at least for a period of 10 days prior to the Commission meeting and shall remain in place until the City Council has taken final action on the amendment.
- (1)(2) Notice of the Commission meeting shall be mailed/postmarked 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.

- (3) 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.

Section 3. Section 165.04(2)(D) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

- (7) Accessory buildings and structures ~~shall maintain a minimum distance of~~ within ten (10) feet from any principal structure. ~~Otherwise, said accessory building or structure must meet setback standards required of the principal structure.~~

Section 4. Section 165.04(2)(E) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

- (1) ~~Detached A~~ accessory buildings and structures shall be limited to a maximum of two (2) total buildings, including ~~a detached~~ garages, sheds, and above-ground pools, but not including play structures, trellises, hot tubs, or underground shelters. ~~In -of which all total, detached~~ accessory buildings shall not occupy more than ten (10) percent of the total lot area nor exceed a total square footage of 1,800 square feet. However, this regulation shall not prohibit the construction of at least one detached garage not to exceed six hundred (600) square feet gross building area and at least one detached accessory storage building not to exceed one hundred twenty (120) square feet gross building area.
- a. On properties zoned agricultural that have a minimum lot size of 15 acres, detached accessory buildings may exceed 1,800 square feet, given the detached accessory buildings shall not exceed a total square footage of 1.5 times the total gross living area of the principal structure.
- (2) ~~Detached A~~ accessory buildings and structures shall not be taller nor encompass more floor area than the principal structure that is located on the same and shall in no case more than one and one-half (1.5) stories in height and shall not exceed a height of 24-feet.
- (3) Attached garages in residential districts shall not extend above the roofline of the principal structure and shall occupy less than fifty percent (50%) of the total principal structure area.

Section 5. Section 165.04(4) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

- D. Fence Setbacks.** In all districts, fences and walls shall be built wholly on the owner's property and outside of any sidewalk or recreational trail easement. Fences and walls adjacent to a public alley shall be setback five (5) feet from the alley line.
- E. Vacant Lots.** In all districts, fences and walls shall not be constructed on a vacant lot unless it is permitted by special exception of the Board of Adjustment or by City Council approval as part of a site plan application.

Section 6. Section 165.05(2) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

A. Setback Averaging. Where the average, legal, front yard setback differs than that required for the specific residential zoning district and excluding non-residential structures and dwellings within the A-1 Zoning District, the front yard setback for the subject lot shall be equal to the average of the front yard depths of any existing immediate adjacent dwellings on the same side of the street.

(1) The front yard setback measured from the face of any garage accessed from the street shall be a minimum of twenty-five (25) feet, regardless of the averaged front yard depth.

Section 7. Section 165.05(2) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

2. **RESIDENTIAL ZONING DISTRICTS BUILDING BULK AND DENSITY REGULATIONS.** The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each building type constructed within the residential zoning districts established herein.

RESIDENTIAL ZONING DISTRICTS BUILDING BULK AND DENSITY REGULATIONS TABLE						
BULK AND DENSITY REGULATION BY BUILDING TYPE	BUILDING TYPE					
	A-1 Zoned Single Family Dwelling	Single Family Dwelling (Detached and Semi- Detached)	Two Family Dwelling	Townhouse or Row Dwelling	Multiple- Family Dwelling (Apartment)	Non- Residential Structure in a Residential Zoning District
Min. Lot Size	15 acres	7,200 sq ft	8,400 sq ft	n/a	n/a	40,000 sq ft
Min. Lot Width ¹	300 ft	60 ft	70 ft	24 ft.	80ft	100 ft
Min. Lot Street Frontage ²	20 ft	20 ft	20 ft	20 ft	20 ft	40 ft
Front Yard Setback ³	40 ft	30 ft	25 ft	25 ft	30 ft.	35 ft.
Side Yard Setback ⁴	10 ft	8 ft min one side, 18 ft total sum of both side yards	10 ft ⁶	8 ft. ⁶	30 ft	30 ft
Rear Yard Setback ⁵	35 ft	35 ft	30 ft	30 ft	30 ft	35 ft
Min. Separation Between Principal Buildings	n/a	n/a	n/a	16 ft side to side, 46 ft back to back or back to side	30 ft	20 ft
Min. Setback from Private Street or Common Private Roadway	n/a	n/a	20 ft from back of curb or street sidewalk whichever is closest	20 ft from back of curb or street sidewalk whichever is closest	n/a	n/a
Min. Setback from the Perimeter of the Development	n/a	n/a	30 ft	30 ft	30 ft	30 ft
Max. Building Height	35 ft	35 ft	35 ft	35 ft	50 ft	40 ft
Min. Open Space	n/a	20%	20%	25%	25%	25%
Max. Dwelling Units Per Acre	0.067	n/a	n/a	810	2025	n/a
¹ Measured at the front yard building setback line						
² Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line						
³ Front stoops, stairs, decks and porches may encroach up to 6 ft into the required front yard setback						
⁴ Horizontally projecting roof overhangs and other similar building projections may extend up to 3 ft into a required side yard setback provided no part of a building is closer than 5 ft to a lot line						
⁵ Stoops, stairs, decks, and patios, not enclosed or covered by a roof, may encroach up to 20 ft into the required rear setback						
⁶ Zero feet from common lot lines of attached structures						

3. **NON-RESIDENTIAL BULK AND DENSITY REGULATIONS.** The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each non-residential zoning district.

NON-RESIDENTIAL BULK AND DENSITY REGULATIONS TABLE					
BULK AND DENSITY REGULATION BY ZONING DISTRICT	ZONING DISTRICTS				
	C-1	C-2	C-3	M-1	M-2
Min. Lot Size	n/a	n/a	n/a	n/a	n/a
Min. Lot Width	150 ft	150 ft	n/a	n/a	n/a
Min. Lot Street Frontage ⁴	40 ft	40 ft	40 ft	40 ft	40 ft
Front Yard Setback	30 ft	40 ft	0 ft	35 ft	35 ft
Side Yard Setback ¹	10 ft	10 ft	0 ft	20 ft	20 ft
Rear Yard Setback ²	10 ft	10 ft	0 ft	35 ft	35 ft
Min. Separation Between Buildings Not Attached	20 ft	20 ft	20 ft	20 ft	20 ft
Max. Building Height	50 ft ³	50 ft ³	50 ft	50 ft ³	50 ft ³
Min. Building Height	n/a	n/a	28 ft	n/a	n/a
Min. Open Space	20%	20%	0%	15%	15%
Max. Dwelling Units Per Acre	n/a	n/a	1825	n/a	n/a
¹ 30 feet when said yard adjoins a residential zoning district or existing residential property					
² 40 feet when said yard adjoins a R-1 or R-2 zoning district or existing single-family property					
³ An additional 10 ft of height is permitted for every 10 ft of additional building setback provided to a maximum height of 60 ft					
⁴ Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line					

Section 8. Section 165.05(5)(F) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

Outdoor Storage

The outdoor storage of any materials, goods, shipping containers, construction equipment, trucks or trailers over 30 feet in length, inoperable vehicles, inoperable trucks, other inoperable equipment, parts, containers, pallets, ~~construction equipment~~, debris, or other materials is prohibited in all zoning districts except where expressly permitted by the Zoning Regulations. When permitted, outdoor storage is subject to site plan review and approval and shall comply with the following standards:

- (1) Must be located on a surface paved with PCC or HMA in accordance with City Code. The City Council may, at their full discretion, approve a gravel surface for a storage yard in the M-2 zoning district provided the storage yard is wholly located within the rear yard of the site and mitigation measures are established to prevent dust and gravel from leaving the site.
- (2) Shall comply with the Open Space, Landscaping and Buffering requirements of the Zoning Code.

- (3) Shall be screened from view from all adjoining public street rights-of-way and all adjoining residentially developed or zoned properties, schools and similar sensitive uses and properties by a buffer that includes a minimum of 1-overstory tree, 2-evergreen trees, and 6-shrubs be planted for every 25 linear feet.
- (4) Shall be enclosed by ~~an opaque~~ fence no less than six (6) feet in height, eight (8) feet for an industrially zoned property. Outdoor storage areas located in the front yard shall be enclosed by an opaque fence.

Section 9. 165.05(5)(G) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

In all zoning districts, with the exception of the M1 and M-2 Zoning Districts, loading docks and overhead doors for delivery, distribution and service, including vehicle repair service bay doors, shall not face a public street. This requirement may be waived by the City Council upon review of a site plan if adequate measures are taken to minimize visual impacts when visible from street views and adjacent residential uses.

Section 10. Section 165.05(5)(H) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

“(1) Provisions Required. All buildings and dwellings shall have adequate provisions for the collection of trash, grease, and recyclable materials with sufficient numbers and locations of collection containers, as determined by the Zoning Administrator, at their sole discretion. Enclosure upgrades may be required at the discretion of the Zoning Administrator for unscreened, dilapidated, overflowing, or inappropriately sited waste containers.

(2) Screening of Collection Containers. All outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be opaquely screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed of permanent materials such as textured block, split-faced concrete block, brick, or stone. Colors shall be compatible with the dominant architectural materials of buildings on site and shall be integral to a building on site whenever possible. The enclosure shall be located out of public view and constructed to visibly screen the views from the adjoining properties. The enclosure shall be appropriately sized to screen the entirety of the collection container(s).

(3) Siting of Collection Containers. For commercial and industrial uses, collection containers shall be located within two hundred and fifty (250) feet from the nearest building served. For residential complexes with shared waste facilities, collection containers must be placed within one-hundred and fifty feet (150’) of the nearest building served. Collection containers shall be accessible, including an accessible path of travel provided to the enclosure. The path of travel cannot take place behind parked vehicles.”

Section 11. Section 165.05(5)(J) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

All light fixtures shall be downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Wall-pack type light fixtures are prohibited along primary facades. If utilized on non-primary facades, All wall-pack type light fixtures must include glare-shields-if utilized.

Section 12. Section 165.05(5)(K) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

Attached and Free-Standing Drive-Thru Canopies

The following regulations shall apply to all vehicle drive-thru or drive-up canopies, including bank ATM and teller service canopies, fuel pump island canopies, and restaurant drive-thru and drive-up canopies.

- (1) Canopies shall meet the building setback requirements for the property on which it is located.
- (2) The minimum vertical clearance for all canopies shall be 14 ft. nine (9) ft, except fuel pump island canopies shall have a minimum vertical clearance of 14 ft.
- (3) The maximum height for all free-standing canopies shall be 20 ft.
- (4) All structural and supporting columns shall be wrapped in a material consistent with or complementary to the primary building material of the principal building or buildings located on the same site. Canopies clad in any architectural metal panel shall consist of no more than two different colors.
- (5) Under-canopy lighting shall be flush mounted.

Section 13. Section 165.06 of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

1. SITE PLAN REQUIRED

Site plans, as provided herein this section, are required prior to approval of a building permit for the erection, relocation, expansion, or alteration of any structure ~~or for the change in use of any structure or parcel.~~ All site plans shall be prepared and signed by a professional Civil Engineer, Land Surveyor, Landscape Architect, Architect, or other licensed professional with competency in preparing site plans who is licensed in the State of Iowa.

2. SITE PLAN APPLICATION

The following site plans are required for all uses:

A. Agricultural Related and Single-Family Dwellings. New agricultural related uses and buildings, single-family dwellings, two-family dwellings, townhouse dwellings with four (4) or less units, conversion of existing single-family dwellings into two-family dwellings, accessory dwellings units, and related additions and accessory structures shall require the following:

- (1) Sketch Plan. A Sketch Plan Application is required prior to the construction or erection of a new building, building addition, fence, accessory structure, or other

permitted structure or improvement.

a. Sketch Plan Application - Each application to the Building Official for a building permit to construct or erect a new building, building addition, fence, accessory structure, or other permitted structure or improvement shall be accompanied by a sketch plan ~~-(including required sketch plan details),~~ application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements ~~-including building setbacks and off-street parking requirements.~~

a. Sketch Plans for new single-family dwellings, two-family dwellings, or townhouse dwellings with four (4) or less units shall be prepared and signed by a professional Civil Engineer, Land Surveyor, Landscape Architect, Architect, or other licensed professional with competency in preparing sketch plans who is licensed in the State of Iowa.

b. Sketch Plan Details – The Sketch Plan shall show the following:

a. Lot dimensions.

b. All existing structures on the site.

c. Size and location of new construction.

d. Setback distance of new construction to all lot lines and from all structures.

e. All easements encumbered on the property, including their type, length, and width.

f. All proposed driveway locations and widths and their setback from all existing driveways.

a.c. Sketch Plan Procedure - The Sketch Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Codes as part of the review of the corresponding building permit application.

B. All Other New Uses, Buildings, and Structures. All other new uses, buildings, structures, conversions or changes of use, changes or modifications to building facades, and related additions and accessory structures that are not included in Section A herein above shall require the following:

(1) **Major Site Plan.** A Major Site Plan Application is required for the development of a property, the construction of a new building or improvement, the redevelopment of an existing property ~~-(including a significant change in use)~~ where the cost of the alteration of the existing building would equal or exceed fifty percent (50%) of the assessed value of the building, or an amendment or change to a previously approved site plan.

a. Major Site Plan Application - A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Major Site Plan Application fee as established by resolution of the City Council.

b. Major Site Plan Review Procedure - The Major Site Plan Application shall

be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.

- c. **Major Site Plan Review by Zoning Commission** - Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Zoning Commission a copy of the Major Site Plan Application along with a written recommendation as to the plan's conformity with the rules and regulations of the city.
- d. The Commission shall subsequently hold a meeting as prescribed by their rules of procedures and review the Major Site Plan Application for conformity with the zoning regulations and standards and may confer with the applicant on changes deemed advisable in such Site Plan.
- e. The Commission shall forward its recommendation to the City Council for approval, approval with conditions, or denial of the Major Site Plan Application within 45 days of the receipt of a Major Site Plan Applicant deemed complete by the Zoning Administrator. If the Commission does not act within the 45 days as prescribed above, the Major Site Plan Application shall be deemed to be recommended for ~~approved~~approval by the Commission unless the applicant agrees to an extension of time.
- f. **Findings for Approval** – In order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:
 - i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
 - ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
 - iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
 - iv. The proposed use and site improvements shall not unduly increase traffic congestion;
 - v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
 - vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
 - vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

- g. **Major Site Plan Review by City Council** - The City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove the Major Site Plan Application. In order for the Council to approve a Major Site Plan, the Council shall confirm or make the aforementioned findings in subsection f. herein above.

(2) Minor Site Plan. A Minor Site Plan Application may be submitted to the Zoning Administrator for minor changes to an existing developed site or to an approved site plan, including changes or modifications to the building facades and landscape plan or minor changes in use, provided that all code requirements are met and the following:

- i. The application does not include a new building, building expansion, or building addition of more than 2,000 sq. ft., and does not increase the total building gross floor area of the site by more than ~~20% of the%~~ of the existing building gross floor area. Both the 2,000 sq. ft. and the 20% expansion limits for a Minor Site Plan cannot be exceeded by sequential Minor Site Plans.
- ii. The application does not include the expansion or addition of more than 4,000 sq. ft. of paving or impervious area including cumulatively by multiple Minor Site Plans.

iii. As part of a change of use where the cost of the alteration of an existing building is more than thirty percent (30%), but less than fifty percent (50%) of the assessed value of the building.

~~iii.~~iv. The application does not increase the total number of dwelling units.

- a. **Minor Site Plan Application** - A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Site Plan Application fee as established by resolution of the City Council.
- b. **Minor Site Plan Procedure** - The Minor Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Code. In order for the Zoning Administrator to approve a Minor Site Plan, the Zoning Administrator shall make the following findings:
 - i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
 - ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
 - iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
 - iv. The proposed use and site improvements shall not unduly increase traffic congestion;

- v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
 - vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
 - vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.
- c. Any application which exceeds the prescribed limitations outlined in this section shall require a Major Site Plan Application and review by the Zoning Administrator as prescribed in Subsection a hereinabove.

(3) Site Plans Required for Change of Use- To address special or unique circumstances with an existing site, alternative standards may be requested. The City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove a Site Plan Application with alternative standards, provided the aforementioned findings in subsection 1.f. herein above are satisfied.

Section 14. Section 165.07(1) and (2) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

1. STATEMENT OF INTENT

It is the intent of this article to prevent traffic congestion and to provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian and vehicular traffic. In all districts, there shall be provided at the time any new building or structure is erected, off-street parking spaces in accordance with the requirements set forth herein. The requirements of this Article are minimum standards, and in certain uses these requirements may be inadequate. Where review of the site plans and intended land use indicate through the application of proven standards or experienced statistics that the requirements herein are inadequate for the specific land use adaptation, a ~~greater-different~~ requirement for off-street parking may be required or approved to preserve the intent of this ordinance.

2. OFF-STREET LOADING AND PARKING SPACES REQUIRED

A. Off-Street Loading Spaces

- (1) In any district, in connection with every building or part thereof hereafter erected, having a gross floor area of 10,000 square feet or more, which is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale store, market, hotel, hospital, mortuary, laundry, dry cleaning or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same lot with such building, at least one off-street

- loading space plus one additional such loading space for each 20,000 square feet, or major fraction thereof, of gross floor area, so used, in excess of 10,000 square feet.
- (2) Each loading space shall be not less than 12 feet in width and 40 feet in length.
 - (3) Such space may occupy all or any part of any required rear or side yard, except where adjoining a residentially zoning property, and shall be setback and screened as required within this chapter and elsewhere within the Zoning Regulations.
 - (4) All loading yards and access drives to loading yards and loading docks shall be paved with asphaltic or Portland cement concrete pavement in accordance with surfacing requirements set forth in this section.

B. Off-Street Parking Spaces

- (1) All parking and storage of vehicles, trailers, recreational vehicles, campers, boats and similar recreation equipment shall occur only upon paved surfaces designed and constructed per the regulations contained herein this Chapter. Unlicensed or inoperable vehicles and equipment shall not be stored outside unless part of an approved storage area on a property located within the M-1 or M-2 zoning districts. In all zoning districts space for parking and storage of vehicles and trailers shall be provided in accordance with the Off-Street Parking Required Table and the standards contained herein this Chapter. Required off-street parking facilities shall be primarily for the parking of private passenger automobiles of occupants, patrons, or employees of the principal use served.
- (2) Off-Street Parking Required Table: The following table identifies the minimum number of parking spaces required for the specified use. In no case shall the parking provided on a site be more than 150% of the minimum that is required. The intent of these standards is to provide the appropriate number of parking spaces on site for the given use and to accommodate changes in uses over time. No off-street parking shall be required in the C-3 Zoning District. At the discretion of the Zoning Administrator, the City may require the amount of parking required for a site be based on the parking standards contained within the latest edition of the ITE Parking Generation manual or by an alternative parking study and analysis.

Section 15. Section 165.07(3)(A)(4) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

Outdoor Storage

Paving. All driveways, access drives, and off-street parking and loading areas shall be paved with hot mix asphalt (HMA), Portland cement concrete (PCC), or pavers (including permeable pavement and paver systems).

- a. The design and construction of said pavement or pavers shall be of sufficient thickness, reinforcement, and sub-base necessary to provide a durable, dustless surface designed and rated for the traffic it is anticipated to carry.
- b. All paved areas shall be so graded and drained as to dispose of all surface water accumulation within the area and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of self-propelled vehicles.

c. On properties zoned agricultural that have a minimum lot size of 15 acres, aggregate may be used for driveways given that the driveway approaches are paved through the right-of-way line.

d. No vehicles or trailers shall be parked or ~~storage~~stored upon an unpaved surface except as may be permitted within a designated and approved outdoor storage area. See Chapter 165.06, Section 4 for specific design standards.

Section 16. Section 165.09(7)(B) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

In all zoning districts, with the exception of the M1 and M-2 Zoning Districts, loading docks and overhead doors for delivery, distribution and service, including vehicle repair service bay doors, shall not face a public street. This requirement may be waived by the City Council upon review of a site plan if adequate measures are taken to minimize visual impacts when visible from street views and adjacent residential uses.

Section 17. Section 165.09(7)(B) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

b. At least one street-facing façade and the façade containing the main building entry, if different from the street façade, shall consist of no less than 20% clear glass fenestrations, shall consist of no less than 20% clear glass fenestrations (windows and full glass doors) on the first level.

Section 18. Section 165.10(3) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

H. “Blade sign” ~~is a temporary sign constructed of cloth, canvas, plastic fabric, or similar lightweight, non-rigid material and supported by a single vertical pole mounted into the ground or on a portable structure. May also be known as a “feather sign.”~~ see “projecting sign.”

U. “Feather sign” ~~is a temporary sign constructed of cloth, canvas, plastic fabric, or similar lightweight, non-rigid material and supported by a single vertical pole mounted into the ground or on a portable structure. see “blade sign.”~~

Section 19. Section 165.10(8) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

PERMANENT SIGNS										
BUILDING SIGNS	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Number of Signs Permitted	1 sign per principal building facing a public street for all permitted multi-family residential and non-residential uses.					Building signs may be located on any side of a building so long as the total sign area does not exceed the total allowed for the building (or building floor, in the case of the C-3 District). The area of all wall, awning, and window signs shall be included in the total building signage area calculation.				
Projecting Sings Permitted	Not permitted.							1 per building entrance. Maximum 24 sq. ft. per sign face.	Not permitted.	
Maximum Sign Area	48 sq. ft.					1.5 sq. ft./lin. ft. 10% of the total sq. ft. of the wall area of a principal building facing a public street. No more than two sides of a building facing a street shall be used to calculate the allowable signage. The sign area of all building signs (including wall, awning, and window signs) shall be calculated using sign area Formula A as defined herein this chapter.				
								In the C-3 District, the total sign area shall <u>not</u> exceed <u>1.5 sq. ft./lin. ft.</u> 10% of the wall area of the building floor on which the sign(s) is/are located		

Section 20. Section 165.10(9)(A)(1) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by inserting the underlined language as follows:

- c. All building signs, including projecting signs but not including awning and window signs, shall consist of solid individual letters and symbols that have a three-dimensional appearance with a minimum dimensional depth of one (1) inch. The dimensional depth may be achieved by individual dimension letters or symbols, cut out, push through, engraved, embossed, pin mounted with stand-offs, or alternative acceptable to the Zoning Administrator. Said individual letters and symbols shall be made of anodized aluminum or similar corrosion-resistant materials or should consist of individual illuminated self-contained letters and symbols made of anodized aluminum or similar corrosion-resistant materials with translucent plastic faces.

Section 21. Section 165.10(15) of the Code of Ordinances of the City of Indianola, Iowa be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

All permanent, free standing and building signs shall be ~~constructed~~ installed or erected by a professional sign contractor licensed to conduct business within the City of Indianola. The licensing application and insurance requirements shall be as determined by the Zoning Administrator. The licensing fee shall be established by resolution of the City Council.

Section 22. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 23. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2024, and approved this _____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

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

Indianola, Iowa, on _____, 2024, and was published on _____, 2024.

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Second consideration of an ordinance amending the Subdivision Regulations of Chapter 170 of the Code of Ordinances of Indianola, Iowa.

Recommendation: The Planning and Zoning Commission recommended approval of the amendments, as presented.

<u>Attachments:</u>	1.	Subdivision Code Change Ordinance
	2.	Indianola Sudbivision Regs - Chapter 170 - Draft 05-16-2024

ORDINANCE NO. 2024 - _____

**AN ORDINANCE AMENDING THE SUBDIVISION REGULATIONS OF
CHAPTER 170 OF THE CODE OF ORDINANCES OF INDIANOLA,
IOWA.**

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

Section 1. Chapter 170 of the Code of Ordinances of the City of Indianola, Iowa be and is hereby by deleted in its entirety.

Section 2. Chapter 170 of the Code of Ordinances of the City of Indianola, Iowa is hereby added by inserting the language as shown in Attachment A.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2024, and approved
this _____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of
Indianola, Iowa, on _____, 2024, and was published on _____, 2024.

Jackie Raffety, City Clerk

CITY OF INDIANOLA, IOWA**CHAPTER 170
SUBDIVISION REGULATIONS**

170.01 Title	170.15 Preconstruction Meeting
170.02 Jurisdiction	170.16 Quality assurance and control verification
170.03 Purpose	170.17 Acceptance of Improvements
170.04 Definitions	170.18 Electric Service
170.05 Procedures	170.19 Charge for Installation of Electrical Service
170.06 Plats Outside Corporate Limits	170.20 Improvements Within the Two-Mile Control Area
170.07 Professional Assistance	170.21 Fees
170.08 Preliminary Plat Requirements	170.22 Waivers by Council
170.09 Final Plat Requirements	170.23 Enforcement
170.10 Design Standards	170.24 Amendments
170.11 Markers	
170.12 Erosion Control	
170.13 Specifications	
170.14 Approval of Plans and Specifications	

170.01 TITLE.

This chapter shall be known and cited as the “Subdivision Ordinance of the City of Indianola, Iowa.”

170.02 JURISDICTION.

This title is adopted by the City of Indianola, Iowa, governing the subdivision of all lands within the corporate limits of the city, and within an area extending two miles beyond the corporate limits, in accordance with Section 354.9 of the Code of Iowa.

170.03 PURPOSE.

The purpose of this chapter is to provide for the harmonious development of the City and adjacent areas through design, improvement, and form. In order to accomplish this purpose, regulations within this chapter are determined to be necessary to preserve the public health, safety, and general welfare; to promote orderly growth and development; to promote open space, conservation and protection, and the proper use of land; and to ensure adequate traffic circulation, utilities, and other services.

170.04 DEFINITIONS.

For the purpose of this chapter, the following terms and words are hereby defined. The word “building” as used herein includes the word “structure.” The definitions for any terms and words not defined herein shall be as defined in Chapter 165.03 of the Zoning Ordinance of the City of Indianola, Iowa.

1. "Aliquot" means a fractional part of a section within the United States public land survey system. Only the fractional parts one-half, one-quarter, or one-quarter of one-quarter shall be considered an aliquot part of a section.
2. "Alley" means a permanent public service way or right-of-way, designed to provide a secondary means of access to abutting property.
3. "Boundary Line Adjustment" means an adjustment in boundary lines between contiguous legal lots that do not result in any additional lots. Also referred to as a '*Lot Line Adjustment*'.
4. "Building line" means a line established on a plat as a restrictive covenant beyond which no building may be placed. The building lines need not correspond to the front, side, or rear yard requirement established in the Zoning Ordinance, and where they do not, the most restrictive requirement will control.
5. "Commission" means the Planning and Zoning Commission of the City.
6. "Cul-de-sac" means a short minor street having one end open to motor traffic, the other end being permanently terminated by a circular vehicular turnaround.
7. "Easement" means authorization by a property owner for the use by another, and for a specified purpose, of any designated part of such owner's property.
8. "Final plat" means the map or drawing on which the subdivision plan is presented in the form which, if approved by the Council and the Commission, will be filed, and recorded with the County Recorder.
9. "Lot" means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area and to provide such yards and other open space as are herein required. Such lot shall have a frontage on a public street unless it is part of a townhouse complex, and may consist of: (i) a single lot of record; (ii) a portion of a lot of record; (iii) a combination of complete lots of record; of complete lots of record and portion of lots of record; or of portions of lots of record; and (iv) a parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of the Zoning Regulations.
10. "Lot line" means a line dividing one lot from another lot or from a street or alley.
 - A. "Common lot line" means a side lot line that is shared between attached structures.
 - B. "Front lot line" means the line which adjoins a public street or private street.
 - C. "Rear lot line" means the boundary which is opposite and most distant from the front lot line. In the case of a corner lot, the rear lot line is opposite the front lot line of least dimension. In case of an interior triangular or gore-shaped lot, it means a straight line ten-feet in length which (in paragraph form) is parallel to the front lot line or its cord and intersects the two other lot lines at points most distant from the front lot line.

- D. "Side lot line" means any lot line not a front lot line or a rear lot line.
 - E. "Street side lot line of a corner lot" means, for a corner lot, the street frontage that is the longest is typically the street side lot line and is perpendicular to the rear lot line.
 - F. "Depth" means the mean horizontal distance between the front and rear lot lines as measured perpendicular to the midpoint of the mean front lot line. In the case of an interior triangular or gore-shaped lot, the depth is the horizontal distance between the midpoints at the front lot line and rear lot lines.
 - G. "Width" means the horizontal distance between the side lot lines as measured perpendicular to the line comprising the lot depth at its point of intersection with the required minimum front yard setback.
11. "Lot of record" means a lot which is part of a subdivision recorded in the Office of the County Recorder or a lot or parcel described by metes and bounds, the description of which has been so recorded. For purposes of the Zoning Regulations, an existing contract of purchase at the time of the effective date of the Zoning Regulations also constitutes a lot of record.
12. "Lot types" are defined as follows:
- A. "Corner lot" means a lot located at the intersection of two or more streets and having the street right-of-way about the front lot lines of the lot.
 - B. "Double frontage or through lot" means a lot, other than a corner lot, with frontage on more than one street or public thoroughfare which do not intersect one another.
 - C. "Flag lot" means a lot that is mostly separated from the street, located behind another lot, and connected to the street by an extension of land that reaches to the street.
 - D. "Interior lot" means a lot, other than a corner lot, having frontage on but one street or public thoroughfare.
 - E. "Outlot" means an unbuildable lot designated on a subdivision plat and intended for future replatting into a buildable lot or lots or intended to be held and owned by a home owner's association, property owner's association, or similar public or private consortium as common space, open space, area for stormwater facilities, shared parking, or similarly shared site improvements or elements.
13. "Lot tie agreement" means an agreement executed by the property owner whereby the property owner agrees that the described lots and/or parcels shall be held under the same ownership and not sold separately unless otherwise approved by the City. Said agreement shall be recorded with the County as a restriction on the subject property.
14. "Plat, Acquisition" means a plat that is prepared for or as the result of a conveyance or condemnation of a parcel of land or other corporal real property by the city; other governmental entity; or other persons having the power of eminent domain.

15. "Plat, Auditor's" means a plat that is prepared by order of a County Auditor or Assessor to clarify boundaries and descriptions of existing real property interests for the purposes of assessment and taxation, and that does not create any new parcels of land or other divisions of real property, except for conveyance to the city or other public jurisdiction.
16. "Plat-of-Survey" means a graphical representation of a survey of not more than two parcels of land, together with a complete and accurate description, that is prepared and sealed by an Iowa licensed professional land surveyor.
17. "Plat, Subdivision" means a division of a lot, tract, or parcel of land into two (2) or more lots, building plots or sites, or other subdivisions of land for the purpose, whether immediate or future, of sale, transfer for building development, right-of-way dedication, or other use, that is prepared and sealed by an Iowa licensed professional land surveyor, provided, however, this definition of a subdivision shall not include divisions of land into forty (40) acres or more in size parcels of land for agricultural purposes.
18. "Plat, Vacation" means a plat this is prepared for or as the result of a conveyance of public street right-of-way that has been vacated by the City or County.
19. "Postage-stamp lot" means a small lot typically contained within an owner's association held common lot or outlot and intended to define the immediate area surrounding the perimeter of an individual townhouse or rowhouse unit or commercial building for ownership purposes. Postage-stamp lots are generally designed to be established no closer than 5-feet from any foundation or building wall, excluding shared walls located along a common lot line. Postage-stamp lots may or may not have public street frontage but shall at a minimum have access to public streets and public utilities via the surrounding outlot.
20. "Preliminary plat" means a study or drawings indicating the proposed manner or layout of the subdivision which is submitted to the Council and the Commission for consideration.
21. "Separate tract" means a parcel of land or a group of contiguous parcels of land under one ownership.
22. "Soils report", also geotechnical soils report, means a report prepared by a licensed geotechnical engineer or a registered civil engineer experienced in soils engineering. A report that provides an understanding of soil conditions affecting the site. The report evaluates projects where foundations are supported by fill, locations with high groundwater tables, steep slopes, or areas within floodplains. When these conditions are present a geotechnical soils report shall be required by the city engineer.
23. "Street" means a right-of-way other than an alley dedicated or otherwise legally established to be accepted for public use, usually affording the principal means of access to abutting property. A street may be designated as a street, highway, thoroughfare, collector, parkway, avenue, road, lane, drive, place, or other appropriate designation.
24. "Arterial street" means a street intended to carry moderate to high-capacity traffic that primarily serves to provide for the movement of through traffic and limit access to adjacent land, as identified in the Comprehensive Plan.

25. "Collector street" means a street intended to carry moderate-capacity traffic that primarily serves to connect the local street network to arterials, as identified in the Comprehensive Plan.
26. "Local street" means a street used primarily for access to abutting property.
27. "Street pavement" means the wearing or exposed surface of the street right-of-way used by vehicular traffic. The pavement width is measured from the back of the curb on one side to the back of the curb on the other side.
28. "Right-of-way" means the area measured between property lines, dedicated to, and accepted for public use and providing access to abutting properties.
29. "Subdivider" means any person who shall lay out, for the purpose of sale or development, any subdivision or part thereof as defined herein, either for said person or others.
30. "Subdivision" means the division of a separate tract of land into three or more lots or parcels for the purpose of transfer of ownership or building development or, if a new road is involved, any division of a parcel of land.
31. "Comprehensive Plan" means the current version adopted by the City Council of the Comprehensive Plan and Master Street Plan.

170.05 PROCEDURES.

1. Preliminary Plat Application Required.

- A. Pre-Application Meeting. Prior to the submission of any preliminary plat application, the applicant shall request a pre-application meeting with the Zoning Administrator to review the plat proposal and confirm the appropriate process and application requirements. For preliminary plats within two miles of the corporate limits of the City, a plat application should first be submitted to the County and then to the City. The applicant may request a joint pre-application meeting be held with the City and Warren County to coordinate platting requirements, conditions, and timing of the review and approval process.
- B. Application and Review. Whenever the owner or their designee of any tract or parcel of land within the jurisdiction of this chapter wishes to subdivide or plat the same into two (2) or more lots, said owner shall cause to be prepared a preliminary plat of said subdivision, and shall submit to the Zoning Administrator a completed preliminary plat application form, required number of copies of the preliminary plat, preliminary plat application fee, and any other information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements. The preliminary plat shall contain such information and data as is outlined in herein this chapter.

The Zoning Administrator or their designee shall examine said preliminary plat application as to its completeness. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items. If determined complete by the Zoning Administrator or their designee, the application shall be distributed to applicable City departments and utility companies for review and comment to its completeness. The Zoning

Administrator or their designee shall compile all City and utility comments and complete a review of the plat as to its compliance with these Subdivision Regulations, the Zoning Ordinance, the Comprehensive Plan and Future Transportation Network map, and other local, state, and federal requirements and shall provide the findings to the subdivider. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items.

At the request of the owner or designee, the preliminary plat shall be forwarded to the Commission for its review, regardless of the Zoning Administrator's determination that the preliminary plat is complete.

- C. Review by Planning Commission. Once the preliminary plat has been deemed complete by the Zoning Administrator or their designee, or if the owner or their designee has requested the preliminary plat be forwarded to the Commission, the Zoning Administrator or their designee shall provide a written report to the Commission within thirty (30) days. After receiving the Zoning Administrator's report, the Commission shall review the preliminary plat and other material for conformity to regulations. The Commission may confer with the subdivider on changes deemed advisable and the kind and extent of such improvements to be made.

Before reviewing a preliminary plat, notice of the Commission's meeting shall be given to property owners within 200 feet of the plat by sending notices to affected property owners by first class mail or by posting notices on the tract.

- D. Review by City Council. The Commission shall submit a report to the City Council with recommendations for approval, approval with conditions, or rejection of such preliminary plat within thirty (30) days after the date of review of said plat to the Commission. Upon receiving recommendations from the Commission, the Council shall consider the same and if the plat is found to conform to the provisions of this chapter, the Council may then approve or deny the preliminary plat.

If the preliminary plat is rejected, the Council will advise the owner or developer of any changes which are desired or should have consideration before approval will be given. Upon making such changes, the developer may resubmit the preliminary plat for approval by the Commission and the Council.

Approval of the preliminary plat by the Council shall constitute approval to proceed with the preparation of the final plat but shall not be deemed approval of the subdivision.

- E. Preliminary Plat Expiration. The approval of the preliminary plat by the Council shall be null and void unless the final plat is presented to the Council within two (2) years after the date of said preliminary plat approval by the Council, unless an extension is approved by resolution of the City Council. In the case of a subdivision that is proposed to be platted and developed in multiple phases, final plat applications for all phases must be presented to the Council within four (4) years of the date of approval of the final plat for the first phase. The preliminary plat for phases not submitted within this time frame shall become null and void, unless an extension is approved by resolution of the City Council.

The preliminary plat application, if not presented to the Commission and Council for review within one (1) year from the date of its initial submittal due to a lack of response by the applicant, shall be deemed withdrawn by the applicant and the application fees forfeited.

- F. Modifications to an Approved Preliminary Plat. Any significant modifications to an approved preliminary plat as determined by the Zoning Administrator, including an increase in number of lots, shall require the application and approval of a revised preliminary plat following the preliminary plat application process as detailed herein above. Minor changes to the preliminary plat may be administratively approved by the Zoning Administrator at their sole discretion.

2. **Final Plat Application Required.**

- A. Application and Review. Upon receipt of a final plat application form, required number of copies of the final plat, final plat application fee, and any other information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements. The Zoning Administrator or their designee shall examine said final plat application as to its completeness. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items. If determined complete by the Zoning Administrator or their designee, the application shall be distributed to applicable City departments and utility companies for review and comment to its completeness. The Zoning Administrator or their designee shall compile all City and utility comments and complete a review of the plat as to its compliance with these Subdivision Regulations, the Zoning Ordinance, the Comprehensive Plan and Future Transportation Network map, and other local, state, and federal requirements and shall provide the findings to the subdivider. If determined incomplete, the application shall be returned to the owner or their designee with a list of missing information and items.

At the request of the owner or designee, the final plat shall be forwarded to the Council for its review, regardless of the Zoning Administrator determination that the final plat is complete.

- B. Review by City Council. Once the final plat has been deemed complete by the Zoning Administrator or their designee, or if the owner or their designee has requested the final plat be forwarded to the Council, the Zoning Administrator or their designee shall provide a written report to the Council within thirty (30) days. Upon receiving a report and recommendations from the Zoning Administrator or their designee for approval or rejection of the final plat, the City Council shall review and consider the final plat. Approval of the final plat and final acceptance of improvements shall be given by resolution of the Council which shall be affixed to the plat. Procedure for approval of the final plat shall be as outlined herein this chapter.
- C. Recordation of Final Plat. Within ten (10) days of approval of the final plat by the Council, the Zoning Administrator shall schedule a time with the owner or designee to record the original copies of the final plat, attachments to subdivision plats required by Section 354.11 of the Code of Iowa, deeds, easements and covenants in the Office of the Recorder of Warren County, Iowa. An approved final plat shall be recorded with the County within 30-days of the date of its approval by the City Council or it shall become null and void.

- D. Plats Not Recognized. The City shall not recognize any plat recorded after the effective date of this chapter that is within the jurisdiction of City of Indianola but for which City approval as required herein this chapter has not been obtained. No permits shall be issued or approved for any property within said plat.

3. **Exceptions.**

The following exceptions to the Preliminary Plat and Final Plat procedures shall apply.

- A. Acquisition and vacation plats required by the City or County for the acquisition or disposal of land or right-of-way.
- B. Auditor's plats required by the County Auditor.
- C. Replats, the replatting of an existing subdivision plat, may be approved provided there are no new lots being created, no public improvements are required, and all other zoning and subdivision requirements are met. The review and approval process shall be the same as for a Final Plat.
- D. The division of a single lot, parcel, or tract into no more than two (2) lots or the minor adjustment of lot lines between adjoining parcels may be done by a plat-of-survey, and may be administratively approved by the Zoning Administrator, provided there are no public improvements required and all other zoning and subdivision requirements are met. The Zoning Administrator, at their discretion, may forward any plat-of-survey to the Planning Commission and/or City Council for review and approval.
- E. Merging or combining existing parcels or lots may be approved, subject to execution of a recorded lot tie agreement with the City. The Zoning Administrator shall forward any such request to the City Council for review and approval.
- F. A Preliminary Plat application can be waived by the Zoning Administrator for a subdivision plat containing five (5) or fewer lots provided there are no required public improvements and all other subdivision requirements are met.
- G. The subdivider may appeal the determination or decision of the Zoning Administrator related to any of the aforementioned exceptions and related administrative approvals to the City Council.

170.06 PLATS OUTSIDE CORPORATE LIMITS.

The procedure for approval of plats of survey, preliminary plats and final plats of land within two miles of the corporate limits shall be the same as set out in Section 170.05 above, except the Zoning Administrator may, after receipt of a request by the applicant, waive the City's review of any plat not located within a priority annexation area as identified within the adopted Comprehensive Plan.

170.07 PROFESSIONAL ASSISTANCE.

The City Council, the Planning and Zoning Commission, or Zoning Administrator may request professional assistance as deems necessary to properly evaluate any plat submitted. The owner or developer shall reimburse the City for the reasonable expenses incurred by the City for all contracted professional engineering and/or consulting services. The Council shall not give final approval of a plat until the City has been reimbursed for the expenses.

170.08 PRELIMINARY PLAT REQUIREMENTS.

A preliminary plat is not intended to serve as a record plat and shall be submitted for review separately and prior to the submission of the final plat. Its purpose is to show on a map all facts needed to enable the Planning Commission and City Council to determine whether the proposed layout of the land in question is satisfactory from the standpoint of the public interest. The preliminary plat shall comply with the following:

1. **Scale and Map Size.** The preliminary plat of the subdivision shall be drawn to the scale of 50-feet to 1-inch. The page sizes shall be 11-inch by 17-inch, if legible, or 24-inches by 36-inches. Multiple pages shall be used, with match lines clearly shown, as necessary to maintain legibility.
2. **Contents of the Plat.**
 - A. Areas proposed for public use.
 - B. Boundaries of the proposed subdivision shall be labelled and indicated by a heavy line.
 - C. Both existing and proposed grades of streets shall be shown.
 - D. Cross-section of the proposed streets showing the roadway location, type and width of surfacing, the type of drainage and other improvements to be installed.
 - E. Construction Site Erosion and Sediment Control Permit as required.
 - F. Contours lines at vertical intervals of not more than two feet, based upon City datum, except that where the slope of the land exceeds 25 percent, 5-foot intervals shall be sufficient.
 - G. Districts in which the land to be subdivided is located, including, but not limited to, zoning districts, utility districts, and watershed districts.
 - H. Established boundaries of current floodway, floodway fringe, and floodplain overlay lines.
 - I. Include the following notation: "All new lots shall require an address for inhabited structures, including residences and businesses, telecommunication towers and facilities, and for any public assembly area including open-air, outdoor activities. Addresses shall be assigned by the Zoning Administrator."
 - J. Labeling of lot and outlot purposes.
 - K. Letter of consent from all persons having an interest in the land to be subdivided, that they consent to the subdivision of the land.

- L. Location of existing lot lines, streets, public utilities, water mains, sewers, drainpipes, culverts, bridges, railroads, and buildings in the proposed subdivision.
- M. Location of areas containing heavy/dense woodlands, bodies of water and watercourses.
- N. Location and widths, other dimensions and names of the proposed streets, utility easements and other open spaces or reserved areas.
- O. Location and widths of existing and proposed accessways and driveways.
- P. Location of proposed wells and/or water mains and sewage disposal system if a public or community system is used.
- Q. Location and dimension of sidewalks to be installed.
- R. Lot lines with approximate dimensions, lot numbers building setback lines for frontage and side streets, street lot letters, and outlot letters.
- S. Master Plan. At the full discretion of the Zoning Administrator, a master plan of the undeveloped areas surrounding a proposed plat may be required to plan future street, sewer, watermain, trail, stormwater drainage extensions and corridors.
- T. Name of subdivision, legal description, date, compass point, scale, and acreage of the property being platted.
- U. Name and address of recorded owner and/or developer. Name and address of engineer and surveyor.
- V. Names of adjacent subdivisions and tract lines of acreage parcels together with the names of record owners of parcels of land immediately adjoining the proposed subdivision.
- W. NPDES Permit and those issued by the Army Corps of Engineers (USACE), if required.
- X. Plans for Wastewater. All sewers shall be designed by a registered professional engineer and sized with capacity to permit ultimate development of the sewer service area. All areas being platted shall connect to public sanitary sewer service, as required by Chapter 95 of City Code. However, should the City Council at their full discretion, decide to approve a plat that cannot reasonably be served by public sanitary sewer, the subdivider shall adhere to Chapter 98 of City Code and show results of soil percolation tests made by the engineer preparing the plat. Such tests shall be made in accordance with specifications approved by the Warren County Board of Health. Where applicable, provisions for a Homeowners Association within the subdivision which, pursuant to covenant satisfactory to the City, will be bound to provide for the maintenance of the proposed common structures and uses. Any plat so desired to be approved by the City Council that can reasonably be served by public sanitary sewer at some point in the future, may be required by the City to either construct dry-sewers for future connection or provide a plan and agreements for future sanitary sewer service. The subdivider shall provide easements and agreements for future sewer design, installation, and connection and an agreement to annex, as required by the City.

- Y. Spot elevations and drainage slope percentages where stormwater drainageways and swales cross lot lines.
- Z. Statement concerning the location and approximate size, or capacity of utilities proposed to be installed.
- AA. Statement that the subdivision will comply and conform to all requirements and regulations of the city and to platting procedures and conditions.
- BB. Stormwater management plan and calculations, including proposed storm sewers, ditches, culverts, bridges, and other structures.
- CC. Stormwater pollution prevention plan.
- DD. Tract boundary lines showing dimensions, bearings, angles, and references to known lines or benchmarks.
- EE. Vicinity sketch and an outline of the area to be subdivided.
- FF. Zoning classification and corresponding bulk zoning regulations. Buffer easement and method where required.
- GG. A certified geotechnical soils report, by a city approved geotechnical engineering firm, may be submitted during the preliminary plat process but it must be completed prior to submitting the construction drawings.
- HH. Any other pertinent information, including, but not limited to, traffic reports, or more detailed soils reports, as specified by the city engineer.

170.9 FINAL PLAT REQUIREMENTS.

Following approval of a preliminary plat, and prior to its expiration, a final plat shall be submitted that includes all or a portion of the preliminary plat area. The final plat shall comply with the following:

1. **Scale and Map Size.** The final plat of the subdivision shall be drawn to the scale of 50-feet to 1-inch for small subdivisions and 100-feet to 1-inch for large subdivisions. The page sizes shall be 11-inch by 17-inch, if legible, or 24-inches by 36-inches. Multiple pages shall be used as necessary to maintain legibility.
2. **Contents of the Plat.**
 - A. Accurate boundary lines, with dimensions and angles, which provide a survey of the tract, closing with an error of not more than one foot in 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. Accurate locations and descriptions of easements for utilities and any limitations on such easements.
 - F. Addresses as provided by the Zoning Administrator.
 - G. Areas dedicated for public use, such as schools, parks, playgrounds, pedestrian, and bicycle trails.
 - H. Building setback lines and dimensions.
 - I. Certification by a registered land surveyor of the State of Iowa.
 - J. Complete curve notes for all curves included in the plat.
 - K. Established boundaries of current floodway, floodway fringe, and floodplain overlay lines.
 - L. Lot numbers and dimensions.
 - M. Location and accurate dimensions for any property to be dedicated or reserved for public, semi-public or community use, and sidewalks and trails to be installed prior to occupancy of a developed lot.
 - N. Location of areas containing heavy/dense woodlands, bodies of water and watercourses.
 - O. Location, type, material and size of all monuments and markers.
 - P. Name of the subdivision.
 - Q. Name and address of recorded owner and/or developer.
 - R. Name and address of engineer and surveyor.
 - S. North point, scale, and date.
 - T. Street names.
 - U. Street right-of-way lines with accurate dimensions in feet and hundredths of feet with angles to right-of-way lines and lot lines.
3. The final plat shall be accompanied by the following:
- A. Record Drawings. Upon the completion of all public improvements constructed and installed, and prior to requesting the City for a final inspection of any completed site that is required for final plat approval, the City shall be provided, at no charge, with PDF and CAD file record drawings. These record drawings should show detailed as-built locations and elevations of all public infrastructure improvements and must be certified by a licensed professional engineer and/or licensed surveyor registered in the State of Iowa, who shall stamp and sign the

information. All surveys, plats, construction drawings, GIS, and CAD files shall use survey feet based on the State Plane Iowa South Coordinate System. All survey elevations and construction drawings shall be based on benchmarks established on the North American Vertical Datum of 1988 (NAVD 1988). All CAD files shall be submitted to the City in .dwg or .dxf format on standard storage media approved by the City and shall only include utilities, roadway, and property lines. The record drawing files shall include the actual location for the following information, at minimum:

- (1) For Roads: Centerline elevations at all Point of Inflection (POI) and at all intersections.
 - (2) For sanitary and storm sewer utilities: pipe flowline and rim elevations, pipe slopes, materials, and sizes.
 - (3) For water utility: water main pipe and service pipe material and size at each surveyed location. Location, size, and degree of bend for each bend, valve location and size, corporation stop location and size, stop box location and size, and meter pit locations.
 - (4) For stormwater management system and improvements, which includes but is not limited to detention and retention ponds: As-built spot elevations and drainage slope percentages meeting or exceeding slope design requirements where stormwater drainageways and swales cross property lines and for all stormwater management facilities certifying design volume, overflow elevations and outlet structures.
- B. A letter from the owner's engineer designing the public improvement stating that all public improvements completed have been made or installed in accordance with City Specifications as shown on the as-built plans.
- C. All required bonds per Section 170.17 of this Chapter.
- D. Signed originals of the attachments to subdivision plats required by Section 354.11 of the Code of Iowa.
- E. A signed original of any protective covenants or restrictions to be imposed upon the plat shall be submitted for approval.
- F. Deeds to the City. A deed to the City, properly executed, for all streets intended as public streets, and for any other property intended for public use.
- G. Easement(s), including, but not limited to, Overland Drainage and/or Public Storm Sewer, Public Sanitary Sewer, and Public Water is required by and shall be in a form approved by the City.
- H. Parkland Dedication. The subdivider shall provide the required deeds, easements, and agreements as necessary to comply with the requirements of the City's Parkland Dedication Ordinance including any required performance surety.
- I. Post-Construction Stormwater Management. The subdivider shall provide a post construction stormwater management and maintenance agreement, easement, and/or covenant as may

be required by the City Engineer.

- J. Stream Buffers. The subdivider shall provide the required deeds, easements, and agreements as necessary to comply with the requirements of the City's Stream Buffer Protection Ordinance.
- K. Payment of Connection Fees and Fee District Charges.
- L. Other submittal requirements as defined by the Community Development Department.

170.10 DESIGN STANDARDS

Design of the subdivision shall comply with the minimum standards outlined below, provide for the orderly growth and development of the city, demonstrate consistency with the Indianola comprehensive plan, zoning ordinance, and any specific adopted district plans, and take into consideration the natural features of the site and patterns of adjacent development.

1. Streets.

- A. SUDAS. Street design must comply with the Statewide Urban Design and Specifications Standards for Public Improvements ("SUDAS"), as adopted, and amended by the city and all other applicable city and state regulations, except as amended herein below.
- B. Consistency to Community Visioning Plans. All proposed plats and subdivisions shall conform to the City of Indianola Comprehensive Plan, the Future Transportation Network map, and other adopted Community Visioning Plans.
- C. Continuation of Existing or Planned Streets. Proposed streets shall provide for continuation or completion of any existing streets (constructed or recorded) or any streets which are a part of an approved preliminary subdivision plat, in adjoining property, at equal or greater width, and in similar alignment, unless variations are recommended by the Commission and approved by the Council.
- D. Paved Access Required. All subdivisions shall be connected to a paved street. The City Council may require a subdivider pave or reconstruct all or part of any unimproved or gravel streets adjoining the proposed subdivision.
- E. Circulation. The street pattern shall provide ease of circulation within the subdivision as well as convenient access to adjoining streets, trailways, thoroughfares, or unsubdivided land as may be required by the Council.
- F. Temporary Dead-Ends. In a case where a street will eventually be extended beyond the plat but is temporarily dead-ended for no more than a 24-month time period, a temporary turnaround with a 45-ft radius and designed and constructed to support 75,000 lbs. gross vehicle weight may be permitted. If the length of the dead-end segment of street is less than 150-ft and contains no driveways, this temporary turnaround requirement may be waived by the City Council. Temporary dead-end lengths shall not exceed 500 feet.

- G. Street Intersections. Street intersections shall intersect at ninety degrees or as closely thereto as possible, and in no case shall streets intersect at less than seventy-five degrees.
- H. Street Access and Frontage Required. The street and alley layout shall provide access to all lots and parcels of land within the subdivision.
- I. Street jogs of less than 300 feet shall be avoided.
- J. Cul-de-sacs and other roadways with a single point of access should be avoided. Cul-de-sacs will be considered where it can be clearly demonstrated that environmental constraints, existing development, access limitations along arterial streets, or other unusual features prevent the extension of the street to the property line or to interconnect with other streets within or abutting the subdivision or to create lots in conformance this chapter and the Zoning Code regulations. In such situations cul-de-sacs should not exceed 700 feet in length and additional public sidewalks or trail connections may be required to ensure adequate pedestrian and bike circulation.
- K. Street knuckles and eyebrows (a widening of the street at a corner or bend that is not required by a design standard) shall be prohibited.
- L. New subdivisions shall make provisions for continuation and extension of thoroughfares and collector streets and roads.
- M. Arterial and collector streets in a subdivision shall extend through to the boundaries thereof, unless a terminal point within the subdivision is shown in the Future Transportation Network map in the adopted Comprehensive Plan.
- N. Alleys shall be discouraged in residential areas but may be provided in commercial and industrial areas unless other suitable public or private access to loading and service areas is provided.
- O. Intersection of more than two streets at a point shall not be permitted.
- P. Where parkways or special types of streets are proposed, the City Council may apply special standards for the design of such parkways or streets.
- Q. Proposed streets that are extensions of or in alignment with existing streets shall bear the name of the existing street. Names of new streets shall avoid duplication of or similarity to existing names of streets, or public and semi-public buildings and areas.
- R. Streets, avenues, places, and courts shall be named in the following manner:

General Direction	Long Streets	Short Streets
north and south	streets	courts
east and west	avenues	places
diagonal	roads	ways
curving	drives	lanes

- S. Minimum Standards for Street Rights Of Way are summarized in the following table. The information in this table is intended to provide guidance for the design of the street network within a subdivision. When designing a subdivision, street types should be chosen based on the intended function of the street and anticipated level of traffic. The city will review the proposed streets and determine the appropriate street type based on the factors set forth in this section.

Functional Classification	Minimum Right-of-Way Width	Pavement Width	Sidewalk Width	Recreational Trail Width
Arterial	100'	31'	5'	10'
Collectors	80'	31'	5'	10'
Residential	66'	26'	5'	10'
Cul-de-sac	110'	96'	5'	10'
Alleys	20'	16'	N/A	N/A
Functional Classification	Number Travel Lanes	On Street Parking	Maximum Grade	
Arterial	2	No	6%	
Collectors	2	One Side	8%	
Residential	2	One Side	10%	
Cul-de-sac	2	One Side	10%	
Alleys	2	No	12%	

Note: Pavement widths are measured from back-to-back of curbs.

- T. **Paving.** All paving of roadways constructed for public use will be installed in accordance with the Statewide Urban Design and Specifications (SUDAS), as adopted and amended by the city and all other applicable city and state regulations, and all roadways shall be constructed with curb and gutter unless an alternative design is approved by the City Council.
- U. A certified geotechnical soils report, furnished by a city approved geotechnical engineering firm, may be submitted during the preliminary plat process but it must be completed prior to submitting the construction drawings. All costs for said soils report shall be paid by the developer, including, but not limited to, the cost of employee salaries and benefits, administrative costs and laboratory testing fees or charges.
2. **Private Streets.** Private streets may be permitted for single-family attached, multi-family residential, commercial and office developments subject to the following requirements:
- A. Minimum width of 26-feet from back of curb to back of curb must be used where access is provided.

- B. A private street which is closed at one end shall be no longer than 600-feet and shall be provided at the closed end with a cul-de-sac or hammerhead turnaround.
- C. When considering the permitting of private streets, the city will consider whether the development area can and should be connected to adjacent property. If such is the case, public streets should be required.
- D. Public infrastructure construction specifications for street pavement thickness, grades, alignment, geometry, maximum cross-slopes, sidewalks, and drainage shall be required for all private street improvements and such improvements shall be subject to the same inspection process as public streets.
- E. Private street signage including all street signs shall be different than that of public street signage so residents can identify that they have entered a private street. Signage design shall be approved by the Zoning Administrator or their designee.
- F. Ingress/Egress easements or outlots owned by the association will be required at a design size allowing for the installation of sidewalks, and utilities. All private infrastructure is the sole responsibility of the association.

3. Blocks.

- A. The length of blocks shall be not less than 300 feet and not more than 700 feet in length. Longer block lengths may be allowed in cases of large lot commercial, industrial, or rural residential development, or where topography, water features, or existing development prevents shorter block lengths, although midblock pedestrian connections may be required. Block lengths are measured from centerline to centerline.
- B. Blocks shall be of sufficient width to permit two tiers of lots of appropriate depth and in no case shall the width be less than 240 feet, except where a single tier of double frontage lots parallels a limited access highway, a thoroughfare, drainage course, railroad or other barrier, the width shall be not less than 50 feet.
- C. Midblock pedestrian paths shall be required in blocks over 700 feet long or in areas where curbed streets require excessive out of the way travel, to provide an interior pedestrian walkway for the purpose of access to schools, commercial areas, places of worship, parks, and other public or community facilities. If required, they shall be constructed by the developer. Right-of-way for midblock pedestrian paths shall not be less than 15 feet for sidewalks and 20 feet for recreational trails.

4. Lots.

- A. All lots shall abut on a public street or private street that is commonly held by easement or outlot by a homeowner's association as part of a planned development. Corner lots which abut on a thoroughfare or collector street shall have a minimum radius of 25 feet at the intersection.

- B. Sidelines of lots shall approximate right angles to straight street lines and radial angles to curbed street lines except where a variation will provide better lot layout.
- C. Lots with double frontage shall be avoided, except in specific locations where good planning indicates their use, in which case a ~~planting screen~~ landscape buffer in accordance with Section 165.08 of the City of Indianola Zoning Regulations, shall be provided along the rear of the lot.
- D. Flag lots shall be prohibited, unless approved by the Zoning Administrator under specific and extreme situations and conditions exist for the site.
- E. No lot shall have less area than required by the Zoning Ordinance for the district in which it is located.
- F. Street Access. Each lot, including postage stamp lots, shall have a minimum access of twenty (20) feet to an existing, paved public street, by means of frontage or easement.
- G. Lots shall be designed to lessen impact on critical natural resources, including heavy woodlands, streams, creeks, and wetlands.

5. Easements.

- A. Easements shall be provided as needed for all public sanitary sewers, water mains, storm sewers, and stormwater overland flowage in accordance with SUDAS.
- B. Public Utility Easements (PUE's) not less than 15 feet in width shall be provided along each side of the front yard lot lines of all lots, and in the case of corner lots, the side street yard, and along such other lot liens as may be required by public and private utility companies.
- C. The minimum width for storm and sanitary sewer easements shall not be less than 30 feet. Easements of greater width may be required for trunk lines, pressure lines, open drainage courses or high voltage lines and shall be provided as determined by the utility or Council.
- D. 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 four 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.

6. Improvements.

- A. General. The subdivider shall install and construct all improvements required by this chapter. All required improvements shall be installed and constructed in accordance with Statewide Urban Design and Specifications (SUDAS) as adopted and amended by the city; and all other applicable city and state regulations. Inspection may be provided by the City, at the subdivider's expense, as deemed necessary to assure quality workmanship of all portions of

the construction to be dedicated to the City. Said inspection costs shall be paid by the subdivider before final approval will be given.

- B. Sidewalks. Sidewalks shall be constructed in accordance with Chapter 136 of the City Code with ADA standards on both sides of all streets publicly or privately owned and being dedicated for public use. Sidewalks shall be a minimum of five (5) feet in width and shall be constructed of Portland cement concrete in accordance with SUDAS. Sidewalks on corner lots shall be built to the curb line on both frontages in accordance with ADA standards. Sidewalk location shall allow for a five feet (5') separation between the curb and the sidewalk.
- C. Trails and Parkland Dedication. The proposed development shall include pedestrian and bicycle trails for transportation and recreation according to the Comprehensive Park and Recreation Trails Plan and parkland as required by the Parkland Dedication ordinance. As part of the Parkland Dedication, new residential subdivisions may be required to construct and dedicate one or more trail connections to any existing or future regional trail system that adjoins the subdivision. The number and location of connections shall be determined by the Zoning Administrator.
- D. Construction Site Erosion and Sediment Control and Post-Construction Stormwater Management. The proposed development shall comply with all State and local requirements for erosion and sediment control.
- E. Stream Buffers. The proposed development shall include adequate stream buffers as required by the Stream Buffer Protection and Management ordinance.
- F. Natural Drainage Courses. Whenever a stream or important surface drainage course is located in an area which is being subdivided, the subdivider shall provide an adequate easement along each side of the stream for the purpose of widening, deepening, sloping, improving, or protecting the stream or drainage course.
- G. Water and Sewer Service Required. Water mains, sanitary sewer lines, storm sewers, and their appurtenances shall be constructed and installed in accordance with SUDAS, and the plans and specifications adopted by the Council. Water and sewer lines shall be made accessible to each lot. Utility tap locations shall be marked on the street curb in front of each platted lot.
- H. Sanitary Sewer Service. The subdivider shall at the subdivider's expense provide the subdivision with a complete sanitary sewer system including all necessary pumping stations, force mains, pumping equipment and other appurtenances, which shall connect with a sanitary sewer outlet or treatment facility approved by the Council. The sewers shall extend to the subdivision boundaries as necessary to provide for the extension of the sewers by adjacent property.
- I. Water Service. The subdivider shall at the subdivider's expense provide the subdivision with a complete water main supply system including hydrants, valves and other appurtenances which shall be extended into and through the subdivision to the boundary lines, and which shall provide a water connection for each lot, and shall be connected to the City water system. Fire hydrants shall be uniform throughout the subdivision and shall meet the standards and design approved by the Fire Chief and Utilities Board of Trustees. Water mains shall extend to

the boundaries of the subdivision to provide for extension by adjoining properties.

- J. Stormwater. The subdivider shall, at the subdivider's expense, provide the subdivision with a storm sewer system to adequately handle a five-year rainstorm. The system shall include basins, culverts, ditches, intakes, manholes, or any structure deemed necessary. All such structures shall meet the City of Indianola Standard Specifications. In addition, the subdivider shall, at the subdivider's expense, provide the subdivision with overland drainage courses and easements to adequately handle stormwater in excess of a five-year rainstorm and up to a 100-year rainstorm, in accordance with the provisions of Iowa Code Section 364.3(18). For any subdivision containing new streets, the system shall be designed by a licensed engineer registered to practice in the State of Iowa.
- (1) Each lot shall be provided with minimum six-inch diameter storm sewer service line that is a minimum of four feet below ground level, stubbed to the property line, unless the Zoning Administrator determines that sump lines can be taken to an existing overland drainage area. The sump pump line shall be a minimum of one and one-half inches in diameter.
 - (2) The storm sewer system line shall be made of reinforced concrete pipe or polyvinyl chloride (PVC) pipe. The sump pump lines shall be made of PVC, PVC Truss, or PVC corrugated pipe. All structures shall be built in accordance with City of Indianola Standard Construction Specifications for Subdivisions.
 - (3) The storm sewer system shall be large enough to provide for anticipated extension of use to serve additional areas, as set out in Indianola Comprehensive Plan.
 - (4) Storm sewer service lines shall be connected to the City storm sewer system at intakes, manholes, or directly into the City storm sewer pipe.
 - (5) Tapping storm sewer service lines into the City storm sewers shall be by using approved methods. Should it not be possible to install a storm sewer service, as described above, alternative plans may be submitted for review by the City. No stormwater, surface water, ground water, roof runoff, swimming pool, subsurface drainage, cooling water or unpolluted water shall be discharged into the City sanitary sewer system. Any such discharge into the City sanitary sewer system shall be deemed a public nuisance and a municipal infraction.
- K. Grades. All streets, alleys, and sidewalks within the platted area which are dedicated for public use shall be brought to the grade per SUDAS and approved by the Council after receiving the report and recommendations of the Zoning Administrator or their designee. The minimum percent slope of all stormwater drainageways and swales shall be two percent (2%).
- L. Public Streetlights. The proposed development shall provide a streetlight plan for review and approval by the electrical utility with jurisdiction. The subdivider shall coordinate with and pay said utility for the cost of the installation of public streetlights.
- M. Traffic Control Signs and Street Name Signs. The proposed development shall be responsible for the installation and cost of traffic control signs and street name signs as required by the

City.

- N. US Postal Service Cluster Mailboxes. The proposed development shall install cluster mailboxes as required by the US Postal Service.
 - O. Underground Utilities. Improvements such as cable TV, telephone and electric lines, streetlights, gas mains, and similar facilities in any subdivision shall be installed underground outside the street pavement limits. The subdivider shall be responsible for making the necessary arrangements with the utility companies for installation of such facilities. Said utility lines shall be installed in accordance with SUDAS and in such a manner so as not to interfere with other underground utilities and in no case shall be buried less than 18-inches below the surface. Underground utility lines which cross underneath the right-of-way of any street, alley or way shall be installed prior to the improvement of any such street, alley, or way in the subdivision. Incidental appurtenances, such as transformers and their enclosures, pedestal mounted terminal boxes, meters and meter cabinets may be placed above ground but shall not be located within any street or driveway clear vision area as defined within Chapter 135 of the City Code.
 - P. Homeowners Association. A Homeowners Association shall be created for any development with privately owned streets, utilities, open space, buffers, stormwater facilities, storm sewer, drainage tile, or other private service which is utilized by more than one homeowner. The covenants of the Homeowners Association shall properly identify how maintenance of the private infrastructure is handled in the event the Homeowners Association dissolves. Any changes in the responsibilities of the Homeowners Association shall require approval of City Council.
 - Q. Timing of Installation. All underground utilities, water lines, sanitary sewers, and storm drains installed in streets, shall be constructed before the streets are surfaced. Connections to all underground utilities, water lines, and sanitary sewers from approved parcels shall be laid to sufficient lengths, as determined by the city engineer, to avoid the need for disturbing the street improvements when service connections are made.
7. **Planned Unit Developments**. As part of a Planned Unit Development (PUD) approval process, as outlined in Chapter 165.05, section 1, subsection K, the City Council may, after receiving a recommendation from the Planning and Zoning Commission, approve innovative concepts in the subdivision design, layout and development that allow for cluster development techniques, for the purpose of preservation of natural areas, provision of parks or open space, or urban agricultural neighborhoods. It is not the intent of this provision to lessen the number, size, extent, or type of infrastructure improvements required by this chapter, but to permit the reasonable and necessary modification of the design requirements in order to allow development of subdivisions which do not utilize a conventional layout for blocks, lots, streets and other features. It is the intent of this provision that any such modification or change in requirements be in harmony with the purpose and intent of this chapter and the adopted Comprehensive Plan.

170.11 MARKERS.

The subdivider shall at the subdivider's expense place an iron rod not less than one-half inch in diameter and 24 inches in length as follows:

1. Set in concrete three feet deep at the intersection of all lines forming angles in the boundary of the subdivision, and at all street intersections.
2. At lot corners and changes in direction of block and lot boundaries.

170.12 EROSION CONTROL.

The subdivider shall be responsible for controlling soil erosion and surface water runoff within the subdivision during its construction and development and shall provide erosion and runoff control measures as work progresses on site grading, the installation of sewers or other improvements or phases of work. Insofar as practical, erosion control measures shall be undertaken prior to any other development within the subdivision which will contribute to runoff or erosion.

170.13 SPECIFICATIONS.

The type of construction, the materials, the methods, the standards of subdivision improvements and the maintenance bonds shall be in accordance with the specifications found in a bound volume which is entitled Iowa Statewide Urban Design and Specification for Public Improvements which is on file in the Clerk's office. The Council may from time to time amend by resolution the standard construction specifications for subdivisions found in the volume. The Clerk shall keep a record of all amendments made to the specifications. Plans and specifications for subdivisions shall be submitted to the Community Development Department for approval prior to construction, accompanied by a fee as set by resolution of the City Council, and construction shall not be started until the plans and specifications have been approved. (Ord. 1646 - Sep. 20 Supp.)

170.14 APPROVAL OF PLANS AND SPECIFICATIONS.

The approval of plans and specifications relative to improvements required by this chapter shall be effective for a period of two years after the approval. This time period may be extended by the City Engineer, at their sole discretion. If the required improvements are not in place and accepted by the City within the times specified, the approval shall lapse, and construction shall not be started and construction under way shall cease until resubmitted plans and specifications have been approved. The City shall have the right, at the time of the new request for approval, to require the subdivider to use the type of construction, the materials, the methods and standard of subdivision improvements equal to the specifications of the City for like work which are in effect at that time. The City may also require that the subdivider comply with any amended ordinance or ordinances relative to improvements under this chapter or any successor chapter relative to subdivision improvements which have been adopted between the time of initial approval and the renewed approval as herein required. The reapproval as required by this section specifically applies only to the plans and specifications relative to subdivision improvements and has no application as to lot sizes, setbacks, lot boundaries, street location or other platting requirements which shall be final on Council approval unless changed by some other method permitted by law.

170.15 PRECONSTRUCTION MEETING.

Prior to the beginning of construction of any improvements, the applicant shall request a pre-construction meeting with the Zoning Administrator to review the approved plans, requirements, conditions, and timing for improvement construction. For developments within two miles of the

corporate limits of the City, a joint pre-application meeting shall be held with the City and Warren County to coordinate approved plans, requirements, conditions, and timing of the improvement construction.

170.16 QUALITY ASSURANCE AND CONTROL VERIFICATION.

All public improvements which at any time shall be deeded to the City, including all streets, alleys, sanitary or storm sewers or water works, shall be subject to quality assurance and control (QAQC) verification prior to acceptance. Such QAQC verification shall be performed by an engineering firm, furnished by the City, to ensure that such improvements are in compliance with the approved subdivision plans and specifications; Statewide Urban Design and Specifications (SUDAS) as adopted and amended by the city; and all other applicable city and state regulations. All costs for said QAQC verification shall be paid by the developer, prior to approval of the final plat, including, but not limited to, City contractors and subconsultants, the cost of employee salaries and benefits, administrative costs and laboratory testing fees or charges. The engineer, employed by the engineering firm and furnished by the City, shall certify to the City that the improvement was constructed in accordance with the plans as approved by the City. Said engineer shall furnish all inspection reports and record drawings for the improvements for use in locating sanitary or storm sewers and water lines in the future. Inspection reports and record drawings include, but are not limited to:

1. Laboratory and field tests taken in accordance with SUDAS as adopted and amended by the city, and in addition thereto whenever deemed necessary by the engineer to determine compliance with city specifications and with professional standards.
2. Record Drawings requirements per Section 170.09(3) of this Chapter. An improvement shall not be accepted or approved for public use if improvement has not been properly verified using QAQC processes; or is otherwise determined by the engineer to potentially not be fully compliant with the approved subdivisions improvement plans and specifications, SUDAS as amended and adopted by the city, this Code, or other required standards and specifications. It shall be the developer's duty to document and demonstrate, by whatever means may be necessary that the improvement in question does in fact fully comply with this Code and all other applicable codes and regulations.

Should improvements be found deficient or defective, Owner of development, prior to acceptance, will correct all said deficiencies or defects in order to be in compliance with approved subdivision plans and specifications; Statewide Urban Design and Specifications (SUDAS) as adopted and amended by the city; and all other applicable city and state regulations. The Owner of the Development will be notified in writing by City staff of the specific deficiencies or defects. Within 30 calendar days of the City's notice, the Owner of the Development must submit a written plan and schedule outlining steps to correct said deficiencies or defects.

170.17 ACCEPTANCE OF IMPROVEMENTS.

1. **Construction of Improvements or Posting of Bond.** Before the Council approves the final plat, all of the foregoing improvements shall be constructed and accepted by formal resolution of the Council. Before passage of said resolution of acceptance, the City Engineer or their designee shall report that said improvements meet all City specifications and ordinances or other requirements. The requirement for the construction of all improvements may be waived if the subdivider will

post a performance bond or certified check guaranteeing that said improvements will be constructed within a period of one (1) year from final acceptance of the plat. However, if a performance bond is posted, final acceptance of the plat will not constitute final acceptance by the City of any improvements to be constructed. Improvements will be accepted only after their construction has been completed all in accordance with the rules above outlined. No maintenance work will be done by the City and no public funds will be expended in the subdivision until such improvements have been completed and accepted by the City.

Performance bond or certified check shall be for an amount equal to one and one-half times the cost estimated to complete the improvements as certified by the subdivider's engineer or as otherwise may be estimated by the City Engineer.

2. **Maintenance Bonds.** The developer shall warrant the design, material, workmanship, installation and construction of all of the public improvements for a minimum of four years from and after satisfactory completion and City Council acceptance of roadway payment, sanitary sewers, storm sewers and other improvements that are related to drainage, and park infrastructure, and shall cause the warranty to be ensured by independent bond or by other collateral that is found to be acceptable by City Legal Counsel (herein "bond"). The bond shall specifically ensure the expedient repair or replacement of any and all improvements that the City finds to be defective following completion and acceptance and shall indemnify and hold the city harmless from any and all costs or losses resulting from, attributed to, or otherwise arising from the defective improvements.

170.18 ELECTRIC SERVICE.

When inside Indianola Municipal Utilities Electrical territory, Indianola Municipal Utilities shall extend electric service to the subdivision and shall make electric service available to each lot in the subdivision that is within Indianola Municipal Utilities' assigned area of service pursuant to Code of Iowa Chapter 476. The City, by and through Indianola Municipal Utilities, shall install street lighting that is within Indianola Municipal Utilities' assigned area of service pursuant to Code of Iowa Chapter 476 to current Indianola Municipal Utilities' standards and specifications. In residential subdivisions, all electric lines, including individual house service lines installed by the owner or developer, shall be placed underground.

170.19 CHARGE FOR INSTALLATION OF ELECTRICAL SERVICE.

Indianola Municipal Utilities reserves the right to make a reasonable charge to be paid by the developer, builder or owner for any service extended as provided by Section 170.33 above. Said charges may be changed from time to time but shall be in accordance with a schedule of charges set by the Indianola Municipal Utilities Board of Trustees.

170.20 IMPROVEMENTS WITHIN THE TWO-MILE CONTROL AREA.

1. Improvements in the two-mile control area shall be the same as required above, provided they are not less than that required by the County subdivision policy, and provided further that all road and drainage construction plans shall be approved by the County Engineer, and completed roads shall be accepted by the Board of Supervisors for Public Maintenance. This subsection does not apply to plats of survey.

2. Where the subdivision contains sewers, sewage treatment plants, water supply systems, park areas, street trees or other physical facilities necessary or desirable for the welfare of the area and which are of common use or benefit and are not or cannot be satisfactorily maintained by an existing public agency, provision shall be made by trust agreements, made a part of the deed restrictions acceptable to any agency having jurisdiction over the location and improvement of such facilities, for the proper and continuous maintenance and supervision of such facilities. This subsection does not apply to plats of survey.
3. In situations where the County does not agree to accept the dedication of right-of-way by fee title for a proposed public street or future public street corridor, the City shall request a public street easement be executed for the benefit of both the County and the City. The City shall further request the executing of easements for future public utility corridors as may be necessary to ensure the provision of services in area likely to be annexed into the City at some point in the future.

170.21 FEES.

Each plat of survey, preliminary plat and final plat submitted for approval shall be accompanied by a fee as set by Resolution of the City Council.

170.22 WAIVERS BY COUNCIL.

Where the strict application of standards or requirements established by this chapter would cause substantial hardship or impose unreasonable restrictions on the development of a tract of land because of natural or physical conditions or limitations not created by the owner or developer, the Commission may recommend and the Council may grant such waivers from these standards or requirements as may be necessary to permit the reasonable development of the land while preserving the intent of this chapter.

170.23 ENFORCEMENT.

In addition to other remedies and penalties prescribed by law, the provisions of this chapter shall not be violated subject to the following:

1. No plat of survey, plat or subdivision in the City or within two miles thereof shall be recorded or filed with the County Auditor or County Recorder, nor shall any plat or subdivision have any validity until it complies with the provisions of this chapter and has been approved by the Zoning Administrator or City Council as prescribed herein.
2. No more than two building permits for principal structures issued for each separate tract existing at the effective date of this chapter unless the tract shall have been platted in accordance with the provisions contained herein except planned multiple-family, commercial or industrial complexes under a common ownership and constructed in accordance with an overall site development plan.
3. No public improvements over which the Council has control shall be made with City funds, nor shall any City funds be expended for street maintenance, street improvements, or other services in any area that has been subdivided after the adoption of the regulations in this chapter unless

such subdivision and streets have been approved in accordance with the provisions of this chapter and the street accepted by the Council as a public street.

4. Any persons who shall dispose of or offer for sale or lease any lots in the City, addition thereto, or within one mile thereof until the plat shall have been approved, acknowledged and recorded as provided by this chapter and Chapter 354, Code of Iowa, shall forfeit and pay \$50.00 for each lot or part thereof sold, disposed of, leased, or offered for sale.
5. No occupancy compliance certificate required by the Zoning Ordinance shall be issued until and unless all improvements required by this chapter have been made in accordance with the City's plans and specifications and accepted by the Council or as may otherwise be provided for elsewhere in this chapter.

170.24 AMENDMENTS.

Proposed amendments to this chapter shall first be submitted to the Commission for study and recommendation. The Commission shall report within 30 days, after which the Council shall give notice of and hold a public hearing on the proposed amendment. The amendment shall become effective from and after its adoption and publication as required by law.



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Second consideration of an ordinance adding Chapter 171, Parkland Dedication, to the Code of Ordinances of Indianola, Iowa.

Introduction:

Background: Attached are proposed additions to the Code of Ordinances, creating Chapter171, Parkland Dedication. These proposed additions are part of a multi-year process to update the City's development codes.

Discussion:

Budget Impact:

Recommendation: The Planning and Zoning Commission recommended approval of the amendments, with a minor addition which is reflected in the attached document.

<u>Attachments:</u>	1.	Parkland Dedication Ordinance
	2.	Parkland Dedication - Chapter 171 - Draft 05-30-2024

ORDINANCE NO. 2024 - _____

**AN ORDINANCE ADDING CHAPTER 171, PARKLAND DEDICATION,
TO THE CODE OF ORDINANCES OF INDIANOLA, IOWA.**

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

Section 1. Chapter 171 of the Code of Ordinances of the City of Indianola, Iowa is hereby added by inserting the language as shown in Attachment A.

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

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

Passed by the City Council on the _____ day of _____, 2024, and approved
this _____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of
Indianola, Iowa, on _____, 2024, and was published on _____, 2024.

Jackie Raffety, City Clerk

CITY OF INDIANOLA, IOWA**CHAPTER 171
PARKLAND DEDICATION**

171.01 Title	171.06 Alternatives to Dedication of
171.02 Purpose	Parkland
171.03 Application	171.07 Parkland Dedication Credit
171.04 Standards for Public Parkland Per	171.08 Parkland Dedication
Resident	Agreement and Surety
171.05 Parkland Dedication Minimum	171.09 Exemptions
Design Standards	

171.01 TITLE.

This chapter shall be known and cited as the “Parkland Dedication Ordinance of the City of Indianola, Iowa.”

171.02 PURPOSE.

The purpose of this Parkland Dedication ordinance is to ensure that new developments support the health, safety, and welfare of future residents by providing land for public parks within the City and within areas being newly developed or redeveloped for residential purposes.

171.03 APPLICATION.

When a preliminary plat for new single-family development (detached or semi-detached), two-family, and/or townhouse development is proposed or a site plan or building permit is submitted for a new multi-family residential development, including manufacture housing community, parkland dedication in a manner consistent with this ordinance shall be required.

Any developer who, after the effective date of the ordinance seeks to develop land for residential purposes within the City shall be required to dedicate public parkland as prescribed herein. No new plats or site plans for residential development shall be approved unless and until the provisions of this chapter are complied with.

171.04 STANDARD FOR PUBLIC PARKLAND PER RESIDENT.

The standard for the amount of neighborhood parkland required is 16-acres per 1,000 residents or 0.016 acres per resident. Based on the estimated persons per household number, as determined by the last decennial census, the following calculations shall be applied for new residential developments.

Number of lots or dwelling units) x (Census estimated persons per household) x (0.016 acres/resident) = required parkland dedication (Decimals rounded up the nearest hundredth)

Examples (assuming 2.4 estimated persons per household):

*a) A 100-lot single family subdivision would be required to dedicate 3.84 acres of parkland.
(100 lots) x (2.4 residents) x (0.016 acres/resident) = 3.84 acres*

*b) A 120-unit apartment complex would be required to dedicate 4.61 acres of parkland
(120-units) x (2.4 residents) x (0.016 acres/resident) = 4.61 acres*

171.05 PARKLAND DEDICATION MINIMUM DESIGN STANDARDS.

1. Land dedicated for parkland shall be located within ½ mile of the proposed development. The specific location of the land to be dedicated shall be acceptable to the City and shall be located and planned with future parkland dedications to create a neighborhood park site that will be no less than 1 acre in size.
 - a. Public Recreational Trail corridors deeded to the City or dedicated by easements may be included in this calculation of land dedication.
2. All land to be dedicated to meet this parkland dedication requirement shall be useable park space and shall not be located within any floodway, delineated wetlands, shall not contain any areas for storm water detention, and shall have cross slopes no greater than 5%. An exception may be granted by the City Council to accept parkland that includes wetlands, ponds, and/or storm water retention areas that provide a recreational benefit.
3. The dedicator of parkland shall be responsible for rough grading, stabilization, and seeding of the parkland and providing paved public street access, sanitary sewer services, and water service to the property.
4. The developer shall designate on the plat map or site plan the proposed number of dwelling units by type. Designation shall be for park dedication calculation purposes only.
5. The developer shall be required to prepare the parkland prior to dedication in a manner acceptable to the City. This includes:
 - a. The site shall be located adjacent to an improved street with sidewalks and utilities, as required by the City. The site shall have access to such a fully improve street across at least ten (10) percent of the distance of its perimeter. Any access route shall be at least thirty (30) feet wide for trails and fifty (50) feet for roadway access.
 - b. On-site drainage patterns shall be designed and constructed by the developer with the approval of the City.
 - c. Grading shall comply with approved plans.
 - d. Top-soil shall be spread evenly and lightly compacted to an adequate depth for turf growth.
 - e. Seeding shall occur during the fall or spring, in accordance with standard specifications of the City. A maintainable stand of grass shall be established prior to acceptancy by the city.

171.06 ALTERNATIVES TO DEDICATION OF PARKLAND.

1. When all or a portion of the required parkland cannot be dedicated, the developer shall construct or otherwise complete park improvements and/or trail improvements within ½ mile of the proposed development. The value of the improvements shall be equal to the value of the required parkland dedication. The value of these improvements shall be based on the fair market value of the land to be dedicated. Subject to approval by the City, park improvements may include construction and installation of trails, parking lots, playground equipment, park shelters, tennis courts, basketball courts, ball fields and appurtenances, and landscaping and the dedication of land or easements necessary for planned trails. The developer shall provide written proof of the land's value and written estimates of the costs of the park improvements.
2. The City may further allow a portion of the parkland dedication requirement be satisfied by the dedication of greenways and stream buffers as may be desired by the City. Because this land has a reduced value as neighborhood park space, the following dedication conversation rate should be applied: 1-acre of greenway or stream buffer dedicated to the City shall be equivalent and worth 0.10-acre of required parkland.
3. In lieu of dedicating parkland, the developer may request the ability to make a cash payment into a fund to be used for future park improvements or park land acquisition **for a park facility that is within ½ mile of the proposed development**. The City Council shall evaluate this request giving due consideration to all of the factors listed in Section 171.05. The donation shall be no less than the minimum number of acres required. A mutually appointed Appraiser will determine parkland Fair Market Value. The Developer shall pay any expenses accrued in the determination of the payment amount. Payment in lieu shall be completed prior to development recording or issuance of building permits.

171.07 PARKLAND DEDICATION CREDIT,

Should a new development desire to dedicate more parkland than is required, the dedicator may sell or transfer the parkland credit to another developer or apply as credit for a current or future parkland dedication requirement. Written notice and copies of a transfer agreement shall be provided to the City as record of all credits transferred or sold to another party.

171.08 PARKLAND DEDICATION AGREEMENT AND SURETY.

At the time of development, the developer shall enter into a written agreement with the City to detail the parkland dedication and/or park improvement. Depending on the timing of the dedication or park improvement, the developer may propose, and/or the City may require the developer to provide adequate surety to the City to ensure completion of the dedication or improvement. The form and amount of surety shall be determined by the City at its full discretion.

172.09 EXEMPTIONS.

The following shall be exempted from the requirements this chapter:

1. The construction of any non-residential building or structure.
2. Alterations or expansion of an existing building where no additional residential units are created.
3. The construction of an accessory dwelling unit.
4. The replacement of a destroyed or partially destroyed building or structure with a new building or structure where there are no additional residential units created.
5. The installation of a replacement mobile home.
6. The division of a parcel into no more than two (2) lots.
7. The replat of an existing subdivision where no additional residential lots are created.
8. Any claim of exemption shall be made no later than the time of application for a preliminary plat approval. Any claim not so made shall be deemed waived.



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Second consideration of an ordinance adding Chapter 172, Stream Buffer Protection, to the Code of Ordinances of Indianola, Iowa.

Introduction:

Background: Attached are proposed additions to the Code of Ordinances, creating Chapter 172, Stream Buffer Protection. These proposed additions are part of a multi-year process to update the City's development codes.

Discussion:

Budget Impact:

Recommendation: The Planning and Zoning Commission recommended approval of the amendments, as presented.

Attachments:

1.	Stream Buffer Ordinance
2.	Stream Buffer Regs 05-30-2024
3.	Stream Buffer Map

ORDINANCE NO. 2024 - _____

AN ORDINANCE ADDING CHAPTER 172, STREAM BUFFER PROTECTION, TO THE CODE OF ORDINANCES OF INDIANOLA, IOWA.

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

Section 1. Chapter 172 of the Code of Ordinances of the City of Indianola, Iowa is hereby added by inserting the language as shown in Attachment A.

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

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

Passed by the City Council on the _____ day of _____, 2024, and approved this _____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2024, and was published on _____, 2024.

Jackie Raffety, City Clerk

CITY OF INDIANOLA, IOWA**CHAPTER 172
STREAM BUFFER PROTECTION**

172.01 Title	172.06 General Provisions
172.02 Purpose	172.07 Buffer Management and Maintenance
172.03 Definitions	172.08 Enforcement
172.04 Application	172.09 Exemptions
172.05 Buffer Standards and Design	

172.01 TITLE.

This chapter shall be known and cited as the "Stream Buffer Protection Ordinance of the City of Indianola, Iowa."

172.02 PURPOSE.

In order to help reduce the impact from flooding and erosion, the City has adopted these regulations to ensure new homes and structures are not built near streams and waterways. In addition to periodic flooding, streams and waterways can experience streambank erosion and stream channels can move impacting structures and site improvements. Providing a minimum setback or buffer from streams and waterways can lessen these risks while also preserving open space and natural greenways. Stream buffers may be privately owned or dedicated to the City as a public greenway.

172.03 DEFINITIONS.

1. **Best Management Practices (BMP's)** means a schedule of activities, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. Common BMPs are described in the Iowa Stormwater Management Manual and SUDAS. The BMPs covered are not meant to be a comprehensive list of acceptable BMPs.
2. **Buffer** is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake, or reservoir area. Alteration of this natural area is strictly limited.
3. **Floodway** are mapped streams within the boundaries of the City of Indianola that are identified as 'floodway' on the City's Flood Insurance Rate Map.
4. **Streams** are perennial and intermittent watercourses identified through site inspection and United States Geological Survey (USGS) maps and further defined and categorized as follows:
5. **Type I Streams** are defined as perennial streams shown as solid blue lines on the United States Geological Survey seven and one-half minutes series topological map and have a drainage area of greater than 50 acres.

6. **Type II Streams** are defined as intermittent streams shown as dashed blue lines on the United States Geological Survey seven and one-half minutes series topological map and have a drainage area of greater than 50 acres.
7. **Stream Bank** is the area between the stream channel and the break in the stream bank slope or the highest point of the stream channel.
8. **Stream Channel** is part of the watercourse either naturally or artificially created that contains an intermittent or perennial base flow of groundwater origin. Base flows of groundwater origin can be distinguished by any of the following physical indicators:
 - A. Hydrophytic vegetation, hydric soil, or other hydrologic indicators in the area(s) where groundwater enters the stream channel in the vicinity of the stream headwaters, channel bed, or channel banks.
 - B. Flowing water not directly related to a storm event.
 - C. Historical records of a local high groundwater table, such as well and stream gauge records.
9. **SUDAS** means the current Standard Urban Design and Specifications Manual, as locally amended, that specifies the stormwater guidelines and stormwater controls deemed by SUDAS to meet the goals of the U.S. Environmental Protection Agencies NPDES permit program administered by the Iowa Department of Natural Resources.
10. **Wetland** is defined as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

172.04 APPLICATION.

This chapter shall apply to proposed improvements associated with all land development activity requiring a site plan, construction drawings, or subdivision on property containing a stream, near a stream, or drainage swale draining greater than 50 acres. These requirements are in addition to, and do not replace or supersede, any other applicable buffer requirements established by other regulatory avenues.

172.05 BUFFER STANDARDS AND DESIGN.

1. A stream buffer for a stream system shall consist of a native vegetative strip of land extending along both sides of a stream and its adjacent wetlands, floodplain, or slopes. The stream buffer width shall be adjusted to include contiguous sensitive areas, such as steep slopes or erodible soils, where development or disturbance may adversely affect water quality, streams, wetlands, or other water bodies.
2. The required base width for all buffers shall be determined based on the type of stream being protected, as specified herein below:

- A. Streams with floodways as identified by FEMA Flood Insurance Rate Maps (FIRM) should have a buffer that is 50-ft wide on each side of the floodway boundary.
 - B. USGS identified Type I Streams with no identified floodway should have a buffer that is 50-ft wide on each side of the stream's total width.
 - C. USGS identified Type II Streams with no identified floodway should have a buffer that is 30-ft wide on each side of the centerline of the stream's channel.
3. A comprehensive map of all existing stream buffer areas within the jurisdiction of the City of Indianola has been established and is on file with the City Clerk.
 4. The Zoning Administrator or their designee may consider buffer design modifications in unique cases of topography or other hardship provided that the project can meet the goals outline in the purpose and intent of this chapter.
 5. A stream buffer shall not be required for the portions of a stream that are enclosed within a pipe or box structure.
 6. Impervious surfaces, septic systems and all associated equipment are prohibited within the buffer.
 7. Dominant vegetation shall consist of existing or seeded/planted native trees, shrubs, perennial grasses and forbs suited to the soil and hydrology of the site and the intended purpose. No single species shall make up more than 50% of the total number of species planted. Turf grass (lawn) is not permitted.
 8. Overland flow through the stream buffer area will be maintained as sheet flow.

172.06 GENERAL PROVISIONS.

1. Buffer Dedication. At the full discretion of the City, any stream buffer may be required to be deeded to the City as part of the final plat or site plan approval process, and/or park land dedication requirement. In special circumstances, the City may accept a permanent easement for the purpose of protecting the land in and around the established stream buffer and impose any and all restrictions as determined in this chapter.
2. Limitations of Public Access, Responsibility, and Maintenance. The dedication of a stream buffer area in any form to the City of Indianola shall not be interpreted to mean that this automatically conveys to the general public the right of access to this area. Furthermore, the City of Indianola shall only be responsible for the management and maintenance of City-owned stream buffers.
3. The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review of the City:

- A. Roads, bridges, paths, and utilities:
 - (1) The right-of-way should be the minimum width needed to allow for maintenance access and installation.
 - (2) The angle of the crossing shall be as close to perpendicular as feasible to the stream or buffer in order to minimize clearing requirements.
 - B. Stream restoration projects, facilities and activities approved by the City are permitted within the buffer.
 - C. Water quality monitoring and stream gauging are permitted within the stream buffer, as approved by the City.
4. The following practices and activities are prohibited within the buffer, except with approval by the City:
- A. Clearing of existing vegetation.
 - B. Grading, stripping, or other soil disturbing practices.
 - C. Filling or dumping.
 - D. Draining the buffer area by ditching, underdrains, or other systems.
 - E. Use, storage, or application of pesticides, except for the spot spraying of noxious weeds or nonnative species consistent with recommendations of the Warren County Soil and Water Conservation District.

172.07 BUFFER MANAGEMENT AND MAINTENANCE

1. Management Plan Required. As part of establishing any stream buffer, a basic management plan shall be developed along with details on ownership (private individual, homeowner's association, or City) and easements or agreements to ensure that it is properly managed and maintained. This may include a plan to armor eroding banks, construction of let-down structures to maintain a stable stream slope and bank, restoring or preserving natural vegetation, and constructing or planning the construction of trails.
2. A buffer management plan shall be submitted in conjunction with the required grading plan for any development, and the buffer should be clearly delineated on the final grading plan.
3. Boundary markers will be installed by the applicant prior to commencing clearing and grading operations. Markers will be placed at the outside edge of the buffer prior to the start of any activity adjacent to the buffer. Markers shall be clearly visible and shall be spaced at a maximum of 100 feet. The markers may be joined by marking tape or fencing.

4. The plan shall contain an informative, conceptual, and schematic representation of the proposed development activity by means of maps, graphs, charts, or other written or drawn documents so as to enable an informed decision regarding the proposed development activity.
5. The plan shall be developed by an Iowa licensed Professional Engineer or Iowa licensed Landscape Architect.
6. The plan shall outline the maintenance procedures established by the owner, to ensure the proper management of the stream buffer.
7. If a maintenance procedure consists of a controlled burn, an approved burn plan for the native areas shall also be included in the management plan.
8. The plan shall contain the following specific information:
 - A. A location or vicinity map to include maximum two feet contour intervals and scale of no greater than one-inch equals 100 feet.
 - B. Field delineated streams, springs, seeps, bodies of water, wetlands, and waterway buffer.
 - C. Stream buffer ownership information and information on the entity responsible for buffer maintenance.
 - D. The location and general measurements of established stream buffer and maintenance easements.
 - E. A list of prohibited activities, uses, or items within the buffer.
 - F. Language addressing the existing and planned vegetation maintenance within the buffer.
 - G. A general maintenance timeline of the stream buffer.
 - H. Information explaining the location and right of access for stream buffer maintenance including maintenance access points and routes.
 - I. Information on easement or access rights in and around stream buffer.
9. All plans prepared for recording and all right-of-way plans shall clearly:
 - A. Show the extent of any stream buffer on the subject property.
 - B. Label the stream buffer.

- C. Provide a note to reference any stream buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the City of Indianola."

172.08 ENFORCEMENT.

1. The Zoning Administrator or their designee is authorized and empowered to enforce the requirements of this chapter in accordance with the procedures of this section.
2. If, upon inspection or investigation, the Zoning Administrator or their designee is of the opinion that any person has violated any provision of this chapter, they shall with reasonable promptness issue a notice of the violations identified while conducting an inspection or investigation. Each notice shall be in writing and shall describe the nature of the violation, including a reference to the provision within this chapter that has been violated. In addition, the notice shall set a reasonable time for the abatement and correction of the violation.
3. If the property owner fails to take corrective action, following notice prescribed for the service of civil process by the Iowa Rules of Civil Procedure, the City may do so by its own crews or by persons under its hire and assess against the property owner the City's cost therefore. The cost shall include the salaries and benefits earned by the City employees during such corrective action, a charge for City machinery used and such other costs and expenses as the City actually incurred. To the extent allowed by Iowa law, such costs and expenses may be assessed against the property owner and collected in the same manner as a property tax.
4. Each day that a municipal infraction occurs and/or is permitted to exist constitutes a separate offense.

172.09 EXCEPTIONS.

1. Any existing use that does not change use, zoning district or size is exempt from requirements but shall meet the requirements for compliance for any new development requiring a site plan or subdivision.
2. A perpendicular stream crossing by a driveway, street, or utility lines.
3. A street or driveway where buffer intrusion is the only option to provide access to a property.
4. Paved and unpaved trails and paths for public use.
5. Public water supply intake or public wastewater outfall structures.
6. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks.

7. Utility lines and easements running parallel with the stream, except that all easements (permanent and construction) and clearing and grading shall recognize the sensitivity of the streams and use Best Management Practices to limit and repair the disturbance within the buffer area. This includes such impervious cover necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.
8. Land development activities within a dedicated street right-of-way existing as of the effective date of this chapter.
9. Minor land disturbing for the intent of emergency erosion control and bank stabilization activities (i.e. for the purposes of corrective maintenance; measures for health, safety and welfare; post storm; or other disaster relief) if the City is notified about the activity and the disturbance area is less than 5,000 square feet.
10. The requirements herein this title may be reduced or waived by action of the City Council.

Stream Buffer Map - Indianola, Iowa

MAP LEGEND

- Indianola City Limits
- Planning Boundary
- Type 1 - Perennial Stream
- Type 2 - Intermittent Stream
- 100-Year Floodplain
- 500-Year Floodplain



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution approving a Professional Services Agreement for architectural services for Indianola's Iowa Economic Development Authority's Downtown Revitalization Fund Grant, funded through a Community Development Block Grant (CDBG), with Curtis Architecture, for an amount not-to-exceed \$1,096,991.78.

Introduction:

Background: On May 22, 2024, the City of Indianola was notified that it had received a CDBG Downtown Revitalization (DTR) grant in the amount of \$650,000. On June 3, 2024, the City Council authorized the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract and the associated required acknowledgment of environmental review requirements.

Discussion: The need for applying for CDBG funding has been identified in the ‘Elevate Indianola’ Comprehensive Plan in action item ED-4-A-ii to ‘*Consider applying for a CDBG Downtown Revitalization Fund grant from the Iowa Economic Development Authority for historically sensitive façade improvements*’ under the objective of offering programs for building maintenance, restoration, preservation, and revitalization, to spur economic development and activity in Indianola, Iowa. The scope of services outlines and includes design, construction drawings, specifications, bidding, and project observation for 8 addresses/buildings. Additionally, Curtis Architecture will attend (as needed) meetings with building owners, Iowa Economic Development Authority, Iowa State Historical Office, Mid-Iowa Planning, and the City of Indianola.

Budget Impact: The professional services agreement’s total cost of services does not exceed \$1,096,991.78.

Recommendation: Staff recommends approval of the agreement.

<u>Attachments:</u>	1.	B101-2017 - Indianola DTR Contract CA&D - Rod V4 (1) - Final - (1)
	2.	Resolution Approving Arch



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Indianola
110 North 1st Street
Indianola, Iowa 50125
Contact – Charlie Dissell

and the Architect:
(Name, legal status, address and other information)

Curtis Architecture & Design PC
3408 Woodland Ave. suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

for the following Project:
(Name, location and detailed description)

Indianola DTR Facades
This Indianola DTR façade improvement project (CDBG) is located in downtown Indianola, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 8 addresses / buildings. Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historical Office, Mid Iowa Planning, and the City of Indianola. Prior designs and cost estimates used for the pre award / application phase will be used for continuing the scope of work under this contract.
Addresses under this scope of work –
126 N. Howard St., 107 E Salem, 106 E. Salem, 101 E. Salem, 102 S Howard, 104 S, Howard, 105 S Howard, 101 W. Salem in Indianola, IA.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This project program is a second phase contract resulting from an IEDA DTR award. Curtis Architecture will perform full architectural services through construction for all building facades awarded the IEDA DTR grant.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The target area includes in general the West side of the town square as outlined in the pre-application to IEDA.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,096,991.78

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

Fall/Winter 2024

.3 Substantial Completion date or dates:

Winter 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Charlie Dissell
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
515 962-5276
cdissell@indianolaiowa.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rodney L Curtis, AIA
3408 Woodland Ave suite 302
West Des Moines, Iowa 50266
641 660-9625
rod.curtis@curtisarchitecture.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Overall building Structural Engineering will be contracted directly with the City of Indianola if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

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None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Architect Base Fee
§ 4.1.1.3 Measured drawings	Architect Base Fee
§ 4.1.1.4 Existing facilities surveys	Architect per CDBG
§ 4.1.1.5 Site evaluation and planning	Architect Base Fee
§ 4.1.1.6 Building Information Model management responsibilities	2D Modeling via Sketch-Up
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided

Init.

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect Base Fee
§ 4.1.1.14 Conformed documents for construction	Architect Base Fee
§ 4.1.1.15 As-designed record drawings	Architect per CDBG
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Architect per CDBG
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Mortar Testing (if Req.) by Architect
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 – Multiple Preliminary Designs have already been completed in Phase I. Minor Changes will be accepted.

4.1.1.3 Existing building measurement will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing (\$1,000 per test)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Amount due based on scope of work completed

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

One Hundred Thirty-One Thousand Six Hundred Thirty-Nine Dollars and 01/100s (\$131,639.01) + Mortar testing (see 11.4 below)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

None

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

None

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

\$1,000 per mortar sample taken and tested (If the grant requires).

Any needed Structural assessment work will be coordinated between Curtis Architecture, structural engineer, & the City of Indianola. The City of Indianola will contract directly with the structural engineer.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates, if needed could change depending on the scope of work and consulting needed

Employee or Category	Rate (\$0.00)
Architect	\$175.00
Architectural Associate 1	\$125.00
Architectural Associate 2	\$100.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% Monthly %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Recipients must certify that all federal requirements listed in their contracts with IEDA are satisfied. Further, the certifications must be part of every contract and subcontract the recipient executes. A full listing of required contract language is included in the appendix to this chapter.

If the required language is not embedded into the body of the contract but rather included as an attachment or appendix, then that attachment or appendix needs to have a signature/date block and the contractor must sign to agree to the CDBG provisions.

Recipients must ensure that all contracts include the following provisions, as applicable:

- ☐ Davis-Bacon Act
- ☐ Copeland "Anti-Kickback" Act
- ☐ Contract Work Hours and Safety Standards Act
- ☐ Access to records by government officials
- ☐ Maintenance of records for three years after the closeout of the CDBG grant between HUD and IEDA
- ☐ Termination clauses
- ☐ Federal Labor Standards Provisions – Form 4010
- ☐ Required civil rights provisions
- ☐ Equal Employment Opportunity provisions
- ☐ Executive Order 11246, for Contracts in excess of \$10,000
- ☐ Required provisions for contracts in excess of \$100,000
- ☐ Required provisions for contracts in excess of the simplified acquisition threshold currently set at \$150,000
- ☐ Clean Air Act and Federal Water Pollution Control Act for contracts in excess of \$150,000 Section 3 clause
- ☐ Build America, Buy America
- ☐ Debarment and Suspension
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Mandatory standards and policies relating to energy efficiency
- ☐ Procurement of recovered materials Rights to Inventions Made Under a Contract or Agreement.

In order to increase awareness of the benefit that CDBG funds provide to communities, please have a sign placed at the construction site during construction. Specifications for the sign can be found in Appendix 2. You should give these sign specifications to the project architect or engineer so they can be included in the construction specifications book that will be given to each contractor bidding on the project. If you have questions about the project construction sign, please call your project manager.

Build America, Buy America

The Build America, Buy America Act (BABA) applies a domestic content procurement preference

to federally funded public infrastructure projects. The goal of BABA is to increase a resilient domestic supply chain and manufacturing supply for critical materials both for emerging and existing industries in the United States.

The Buy America Preference was enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA). Per Section 70914 of the IIJA, a federal agency may not obligate funds for an "infrastructure project" unless all iron, steel, manufactured products, and construction materials used in the project are produced in the United States or a waiver applies to the domestic content procurement preference.

The following applicable federal guidance regarding BABA has been issued:

1. M-24-02 Guidance Update from the Office of Management and Budget (OMB) dated October 2023.
2. The US Department of Housing and Urban Development (HUD) has outlined their implementation of the Buy America Preference in a document dated November 2, 2023 (CPD-2023-12), and titled CPD Implementation Guidance for the Build America, Buy America Act.

A certification or proof of compliance must be provided, to the satisfaction of IEDA/IFA, by all the suppliers and manufacturers of iron or steel products, manufactured products, and construction materials used in each project. See Definitions of Categories for more information.

Implementation of BABA and subsequent expectations varies by each federal agency and is subject to change. This management guide provides summaries of guidance from HUD, several appendices to assist with compliance of the Buy America Preference for HUD programs managed by IEDA/IFA and associated procedures and records requirements. Not every project implementation scenario and circumstances can be foreseen. Therefore, staying in contact with IEDA/IFA about experiences, challenges, and questions is recommended.

The Buy America Preference

Recipients of an award of Federal financial assistance are notified that no funds provided under their award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, and

3. All construction materials are manufactured in the United States - this means all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. The Buy America Preference does not apply to:

1. Tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.
2. Equipment and furnishings, such as movable chairs, desks, and portable computer equipment, which are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
3. Materials defined as Section 70917(c) materials, meaning cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IIJA for more information.

Additional guidance on the definition of an infrastructure project is provided in the M-24-02 and CPD-2023-12 memos. Any questions regarding whether BABA applies to a certain project or component should be directed to IEDA/IFA.

Categories of Infrastructure Items

Identifying the category that each infrastructure item meets is a critical step for compliance with BABA. The following are definitions that have relevance to the interpretation and implementation of the Buy America Preference for HUD programs.

For all items planned to be permanently affixed to the infrastructure project, grantees will need to identify the applicable category for each item. An article, material or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use on an infrastructure project. The definitions for each

category are as follows:

1. "Iron or Steel Products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.
2. "Predominantly of Iron or Steel or a Combination of Both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
3. "Construction Materials" means articles, materials, or supplies that consist of only one of the following items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(1) The listed items are:

- (i) Non-ferrous metals.
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
- (iii) Glass (including optic glass).
- (iv) Fiber optic cable (including drop cable).
- (v) Optical fiber.
- (vi) Lumber.
- (vii) Engineered wood.
- (viii) Drywall.

(2) "Not-Listed Construction Materials" means the category of construction materials that are subject to the Buy America Preference, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. These materials are automatically waived from the BABA requirements until projects with obligated funding on October 1, 2024.

(i) Plastic and polymer-based products other than composite building

materials or plastic and polymer-based pipe and tube.

(ii) Glass (including optic glass).

(iii) Drywall.

4. "Manufactured Products" means:

(1) Articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials. See guidance on the cost of components for manufactured products to help determine compliance with the Buy America Preference.

5. "Manufactured Products - Cost of Components" means for items that fit the definition of manufactured products, the Buy America Requirement specifies that the cost of components from domestic sources must be greater than 55 percent. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, the following instructions must be used by manufacturers:

(1) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether a duty-free entry certificate is issued), or

(2) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product (example: labor costs).

IEDA/IFA recommends that grantees and their representatives confirm manufacturers' understanding regarding the cost of components guidance when reviewing certifications.

6. "Section 70917(c) Materials" means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IIA. These materials are specifically excluded from the definition of construction materials, so projects using those materials do not need to procure them in compliance with the domestic preference requirement under BABA. However, the materials need to be identified and classified as Section 70917(c) materials in project records.

Compliance Procedures (Procurement, Classification and Claims)

Procurement

Grantees must incorporate BABA into procurement procedure and bid solicitations which follow federal regulations under 2 CFR 200. See separate Management Guide chapter on Procurement Standards. All contracts, including administration, engineering and construction, must include the BABA language available in Appendix 2 Required Contract Provisions.

In addition, the bid packet, prepared by the project engineer or architect, should list all products which are part of the project that are required to meet BABA regulations. This includes all iron and steel, defined construction materials and manufactured products that are part of the project. This is to ensure bidders are prepared to submit manufacturer certifications on each BABA-covered item based on its applicable category.

Manufacturers of iron or steel, construction materials, and manufactured products are expected to provide certification of compliance with Build America Buy America to your project's general contractor. Examples of information that may be included in a certification:

1. A reference to the project.
2. Specific item information.
3. Reference to BABA requirement, classification and how any specific requirements relate to their item (for example, the cost of components of a manufactured product).
4. Location of where item is manufactured or produced.
5. A company representative signature and contact information.

The winning contractor will take the engineer or architect BABA-covered list and provide

certifications for each BABA-covered product on the project.

Grant administrators should take the list of BABA-covered products from the engineer or architect and the certifications that the contractor submitted for each product in the project and include them in IEDA/IFA's Project Items BABA Status Worksheet throughout the project. The worksheet should be filled out and uploaded to Iowa Grants under the BABA-compliance tab.

No construction activity claim will be approved without certification that the contractor has met BABA requirements for that respective claim. The expectation is that the certification submittal should begin prior to the start of construction. For each construction activity claim, the contractor and engineer will certify that the materials used in that particular pay request are BABA-compliant. Grantees will provide the form for the engineer and contractor to certify.

Upon submitting a claim on Iowa Grants, the grantee will certify that the claim is BABA-compliant. Grantees should have the certifications on file documenting compliance. The grantee will be required to keep records of the certification documentation consistent with existing records retention.

Classification

For each project, grant administrators must use IEDA/IFA's Project Items BABA Status Worksheet to identify and track all project items and which category they are to be classified. The required certification from each manufacturer regarding BABA compliance may provide additional information regarding product classification based on how it was made and its contents. Federal requirements provide that the classification of each item as falling into one of the categories must be made on its status at the time it is brought to the work site for incorporation into an infrastructure project. Grantees will need to ensure this requirement as each item is delivered and incorporated into the project.

Records

Grantees should document the process used to analyze if the Buy America Preference applies to your project and collect records to demonstrate compliance with BABA requirements. This can be part of the Project Items BABA Status Worksheet. Records should be consistent with existing records retention requirements.

IEDA/IFA requires use of the Project Items BABA Status Worksheet as minimum documentation.

However, grantees are free to develop any system for tracking items used on the project and the accompanying compliance documentation if it helps with implementation and compliance. Helpful data may include product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material as otherwise required), specifications and standards required, status of obtaining certification letter, product cost, and whether the item might qualify under another applicable waiver.

You may find that market research is important in determining compliance. While this is not required, IEDA/IFA encourages innovative research and compliance tools to assist with meeting BABA regulations.

Education is another critical component to successfully administering these new requirements. Grantees should educate engineers and contractors on the process to help you administer the project faster, easier and more successfully.

Waivers

The Buy America Preference applies to all infrastructure spending unless HUD issues a waiver in three limited situations:

1. When applying the domestic content procurement requirement would be inconsistent with the public interest.
2. When types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
3. Where the inclusion of those products and materials will increase the cost of the overall project by more than 25%.

The following steps are required to be considered for a waiver:

1. The waiver request process will require a significant amount of research and effort. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, or nonproprietary communications with potential suppliers. First, contact your IEDA/IFA program manager or IEDA/IFA's BABA Coordinator before you begin the waiver process.

2. Documentation of efforts to identify compliant items for the project will need to be summarized and attached to the waiver request form required by IEDA/IFA. Information from suppliers, manufacturers, and bids (if applicable) should be used to develop the waiver request. You must work with your program manager or IEDA/IFA's BABA Coordinator to prepare the waiver form for submittal to HUD. Prior to submission to HUD, the latest Project Items BABA Status Worksheet should be submitted to IEDA for a full picture of the status of BABA compliance for the project.
3. IEDA/IFA will review the information and determine whether to submit the waiver request to HUD. If additional research is warranted, IEDA/IFA will provide additional instructions to complete the waiver request form prior to submittal or guidance regarding potential BABA-compliant alternatives for the project.
4. IEDA/IFA will finalize and submit the waiver request form to HUD. The estimated turnaround time for federal review of the request is at least 90 days. However, it may take longer. This process could significantly delay the project.
5. You must receive HUD approval of the waiver before construction on your project begins, and/or any time during the project when it becomes apparent that a waiver is necessary. If the waiver request is denied, IEDA/IFA will consult with each project on next steps.

Non-Compliance

Additional guidance from HUD on non-compliance may be forthcoming. Below is some information on non-compliance and potential remedies for education purposes only. IEDA/IFA anticipates involvement of HUD when non-compliance is identified.

Examples of non-compliance are provided below:

1. Improper Implementation: The award recipient or sub-recipient attempted to comply with the Buy American provisions but did so in an improper manner. Often occurs because of process problems, oversight problems, confusion, or lack of resources.
2. Mislead by Contractor, Vendor, or Manufacturer: The award recipient or sub-recipient has been misled by a contractor, vendor, or manufacturer.
3. Award Recipient Misconduct: The award recipient or sub-recipient made no genuine attempt to comply with the Buy American provisions.
4. Fraud: A vendor/manufacturer knowingly certifies falsely that their product is Buy

American Compliant, or an award recipient or sub-recipient states that they are using compliant goods, when they knowingly are not.

Potential remedies for non-compliance:

1. Cancellation of purchase: If materials that are non-compliant have been procured, but not installed into the project, those items should not be used.
2. Removal of the non-compliant materials.
3. Absorption of the cost of non-compliant items.
4. Reduction of award value by procurement cost of non-compliant materials.
5. Withhold payment, suspend, or terminate award.
6. Withhold or restrict future awards or debarment from federal assistance, contracts, and subcontracts.

Appendices

The following files can be found in the Appendix 2 of this Guide:

1. Waiver request form.
2. Sample certification form.
3. Project Items BABA Status Worksheet.
4. Sample language for inclusion in contracts.

Site and Easement Acquisition and Relocation

The requirements in this section apply to acquisition of real property and permanent easements necessary for CDBG projects. The primary source for HUD real estate acquisition and relocation policy is HUD Handbook 1378, available on the HUD website:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780

There are two laws that govern property acquisition when CDBG funds are involved: The Uniform Relocation and Real Property Acquisition Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. The following sections provide a general summary of the most common requirements of CDBG recipients under these laws.

Acquisition and relocation requirements are applicable to the CDBG recipient (City or County government) or the subrecipient (e.g., non-profit organization or Rural Water District, etc.).

Regardless of whether property is purchased with CDBG funds or local funds, the purchase must

still follow the acquisition and relocation requirements outlined in the following pages.

Section 104(d) requires recipients to provide a one-for-one replacement of all occupied and vacant, occupiable lower-income dwelling units that are demolished or converted to another use in connection with a CDBG-assisted activity, unless the State determines that objective data indicates that there is an adequate supply of vacant lower-income dwellings in standard condition available.

Acquisitions Procedure

If the entity purchasing the property does NOT have the power of eminent domain (such as non-profits, Rural Water Districts, etc.), the following process should be followed:

- 1) The subrecipient notifies the property owner in writing by certified mail that it does not have the power of eminent domain and therefore, it will be unable to acquire the property in the event negotiations fail.
- 2) Inform the owner in writing by certified mail of the fair market value for the property; an appraisal is not necessary, but the offer must include an explanation of how the value was reached.

A sample notice is included in Appendix 2 of this guide.

If the entity purchasing the property DOES have the power of eminent domain (City or County), the recipient must determine if the purchase is voluntary or involuntary.

A voluntary purchase must meet all of the following criteria:

- 1) No specific property is needed, but the search for alternative sites may be limited to a general geographic area.
- 2) The property is not part of a planned or designated area where all the property in the area will eventually be acquired.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

Init.

/

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User Notes:

(879316817)

- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3** Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☒ [N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mayor – City of Indianola
(Printed name and title)

ARCHITECT *(Signature)*

Rodney L Curtis President - #3913
(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:49:03 ET on 06/12/2024.

PAGE 1

AGREEMENT made as of the 12th day of June in the year 2024

...

City of Indianola
110 North 1st Street
Indianola, Iowa 50125
Contact – Charlie Dissell

...

Curtis Architecture & Design PC
3408 Woodland Ave. suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

...

Indianola DTR Facades

This Indianola DTR façade improvement project (CDBG) is located in downtown Indianola, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 8 addresses / buildings. Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historical Office, Mid Iowa Planning, and the City of Indianola. Prior designs and cost estimates used for the pre award / application phase will be used for continuing the scope of work under this contract.

Addresses under this scope of work –

126 N. Howard St., 107 E Salem, 106 E. Salem, 101 E. Salem, 102 S Howard, 104 S. Howard, 105 S Howard, 101 W. Salem in Indianola, IA.

PAGE 2

This project program is a second phase contract resulting from an IEDA DTR award. Curtis Architecture will perform full architectural services through construction for all building facades awarded the IEDA DTR grant.

...

The target area includes in general the West side of the town square as outlined in the pre-application to IEDA.

...

\$1,096,991.78

PAGE 3

Fall/Winter 2024

...

Winter 2025

...

Competitive Bid

...

N/A

...

Charlie Dissell
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
515 962-5276
cdissell@indianolaiowa.gov

...

N/A

PAGE 4

N/A

...

Rodney L Curtis, AIA
3408 Woodland Ave suite 302
West Des Moines, Iowa 50266
641 660-9625
rod.curtis@curtisarchitecture.com

...

Overall building Structural Engineering will be contracted directly with the City of Indianola if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

...

N/A

...

N/A

PAGE 5

None at this time

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

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§ 4.1.1.1	Programming	<u>Not provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect Base Fee</u>
§ 4.1.1.3	Measured drawings	<u>Architect Base Fee</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect per CDBG</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect Base Fee</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>2D Modeling via Sketch-Up</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Not provided</u>
§ 4.1.1.9	Landscape design	<u>Not provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not provided</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	<u>Architect Base Fee</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect Base Fee</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect per CDBG</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Architect per CDBG</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>

§ 4.1.1.29 Other services provided by specialty Consultants

Mortar Testing (if Req.) by Architect

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4.1.1.2 – Multiple Preliminary Designs have already been completed in Phase I. Minor Changes will be accepted.

4.1.1.3 Existing building measurement will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing (\$1,000 per test)

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None

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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☒ [X] Litigation in a court of competent jurisdiction

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Amount due based on scope of work completed

...

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

PAGE 20

One Hundred Thirty-One Thousand Six Hundred Thirty-Nine Dollars and 01/100s (\$131,639.01) + Mortar testing (see 11.4 below)

PAGE 21

None

...

None

...

\$1,000 per mortar sample taken and tested (If the grant requires).

Any needed Structural assessment work will be coordinated between Curtis Architecture, structural engineer, & the City of Indianola. The City of Indianola will contract directly with the structural engineer.

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Forty-Five</u>	percent (	<u>45</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Ten</u>	percent (	<u>10</u>	%)

...

Hourly rates, if needed could change depending on the scope of work and consulting needed

...

<u>Architect</u>	<u>\$175.00</u>
<u>Architectural Associate 1</u>	<u>\$125.00</u>
<u>Architectural Associate 2</u>	<u>\$100.00</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5% Monthly %

PAGE 23

Recipients must certify that all federal requirements listed in their contracts with IEDA are satisfied. Further, the certifications must be part of every contract and subcontract the recipient executes. A full listing of required contract language is included in the appendix to this chapter. If the required language is not embedded into the body of the contract but rather included as an attachment or appendix, then that attachment or appendix needs to have a signature/date block and the contractor must sign to agree to the CDBG provisions. Recipients must ensure that all contracts include the following provisions, as applicable:

- ☐ Davis-Bacon Act
- ☐ Copeland "Anti-Kickback" Act
- ☐ Contract Work Hours and Safety Standards Act

- ☐ Access to records by government officials
- ☐ Maintenance of records for three years after the closeout of the CDBG grant between HUD and IEDA
- ☐ Termination clauses
- ☐ Federal Labor Standards Provisions – Form 4010
- ☐ Required civil rights provisions
- ☐ Equal Employment Opportunity provisions
- ☐ Executive Order 11246, for Contracts in excess of \$10,000
- ☐ Required provisions for contracts in excess of \$100,000
- ☐ Required provisions for contracts in excess of the simplified acquisition threshold currently set at \$150,000
- ☐ Clean Air Act and Federal Water Pollution Control Act for contracts in excess of \$150,000 Section 3 clause
- ☐ Build America, Buy America
- ☐ Debarment and Suspension
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Mandatory standards and policies relating to energy efficiency
- ☐ Procurement of recovered materials Rights to Inventions Made Under a Contract or Agreement.

Project Construction

In order to increase awareness of the benefit that CDBG funds provide to communities, please have a sign placed at the construction site during construction. Specifications for the sign can be found in Appendix 2. You should give these sign specifications to the project architect or engineer so they can be included in the construction specifications book that will be given to each contractor bidding on the project. If you have questions about the project construction sign, please call your project manager.

Build America, Buy America

The Build America, Buy America Act (BABA) applies a domestic content procurement preference to federally funded public infrastructure projects. The goal of BABA is to increase a resilient domestic supply chain and manufacturing supply for critical materials both for emerging and existing industries in the United States.

The Buy America Preference was enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA). Per Section 70914 of the IIJA, a federal agency may not obligate funds for an "infrastructure project" unless all iron, steel, manufactured products, and construction materials used in the project are produced in the United States or a waiver applies to the domestic content procurement preference.

The following applicable federal guidance regarding BABA has been issued:

1. M-24-02 Guidance Update from the Office of Management and Budget (OMB) dated October 2023.

2. The US Department of Housing and Urban Development (HUD) has outlined their implementation of the Buy America Preference in a document dated November 2, 2023 (CPD-2023-12), and titled CPD Implementation Guidance for the Build America, Buy America Act.

A certification or proof of compliance must be provided, to the satisfaction of IEDA/IFA, by all the suppliers and manufacturers of iron or steel products, manufactured products, and construction materials used in each project. See Definitions of Categories for more information.

Implementation of BABA and subsequent expectations varies by each federal agency and is subject to change. This management guide provides summaries of guidance from HUD, several appendices to assist with compliance of the Buy America Preference for HUD programs managed by IEDA/IFA and associated procedures and records requirements. Not every project implementation scenario and circumstances can be foreseen. Therefore, staying in contact with IEDA/IFA about experiences, challenges, and questions is recommended.

The Buy America Preference

Recipients of an award of Federal financial assistance are notified that no funds provided under their award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, and

3. All construction materials are manufactured in the United States - this means all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. The Buy America Preference does not apply to:

1. Tools, equipment, and supplies, such as temporary scaffolding, brought to the

construction site and removed at or before the completion of the infrastructure project.

2. Equipment and furnishings, such as movable chairs, desks, and portable computer equipment, which are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

3. Materials defined as Section 70917(c) materials, meaning cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IJA for more information.

Additional guidance on the definition of an infrastructure project is provided in the M-24-02 and CPD-2023-12 memos. Any questions regarding whether BABA applies to a certain project or component should be directed to IEDA/IFA.

Categories of Infrastructure Items

Identifying the category that each infrastructure item meets is a critical step for compliance with BABA. The following are definitions that have relevance to the interpretation and implementation of the Buy America Preference for HUD programs.

For all items planned to be permanently affixed to the infrastructure project, grantees will need to identify the applicable category for each item. An article, material or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use on an infrastructure project. The definitions for each category are as follows:

1. "Iron or Steel Products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

2. "Predominantly of Iron or Steel or a Combination of Both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

3. "Construction Materials" means articles, materials, or supplies that consist of only one of the following items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1)

contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(1) The listed items are:

(i) Non-ferrous metals.

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).

(iii) Glass (including optic glass).

(iv) Fiber optic cable (including drop cable).

(v) Optical fiber.

(vi) Lumber.

(vii) Engineered wood.

(viii) Drywall.

(2) "Not-Listed Construction Materials" means the category of construction materials that are subject to the Buy America Preference, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. These materials are automatically waived from the BABA requirements until projects with obligated funding on October 1, 2024.

(i) Plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe and tube.

(ii) Glass (including optic glass).

(iii) Drywall.

4. "Manufactured Products" means:

(1) Articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1)

of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials. See guidance on the cost of components for manufactured products to help determine compliance with the Buy America Preference.

5. "Manufactured Products - Cost of Components" means for items that fit the definition of manufactured products, the Buy America Requirement specifies that the cost of components from domestic sources must be greater than 55 percent. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, the following instructions must be used by manufacturers:

- (1) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether such costs are paid to a domestic firm), and any applicable duty (whether a duty-free entry certificate is issued), or
- (2) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product (example: labor costs).

IEDA/IFA recommends that grantees and their representatives confirm manufacturers' understanding regarding the cost of components guidance when reviewing certifications.

6. "Section 70917(c) Materials" means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the IIA. These materials are specifically excluded from the definition of construction materials, so projects using those materials do not need to procure them in compliance with the domestic preference requirement under BABA. However, the materials need to be identified and classified as Section 70917(c) materials in project records.

Compliance Procedures (Procurement, Classification and Claims)

Procurement

Grantees must incorporate BABA into procurement procedure and bid solicitations which follow federal regulations under 2 CFR 200. See separate Management Guide chapter on Procurement Standards. All contracts, including administration, engineering and construction, must include the BABA language available in Appendix 2 Required Contract Provisions.

In addition, the bid packet, prepared by the project engineer or architect, should list all products which are part of the project that are required to meet BABA regulations. This includes all iron and steel, defined construction materials and manufactured products that are part of the project. This is to ensure bidders are prepared to submit manufacturer certifications on each BABA-covered item based on its applicable category.

Manufacturers of iron or steel, construction materials, and manufactured products are expected to provide certification of compliance with Build America Buy America to your project's general contractor. Examples of information that may be included in a certification:

1. A reference to the project.
2. Specific item information.
3. Reference to BABA requirement, classification and how any specific requirements relate to their item (for example, the cost of components of a manufactured product).
4. Location of where item is manufactured or produced.
5. A company representative signature and contact information.

The winning contractor will take the engineer or architect BABA-covered list and provide certifications for each BABA-covered product on the project.

Grant administrators should take the list of BABA-covered products from the engineer or architect and the certifications that the contractor submitted for each product in the project and include them in IEDA/IFA's Project Items BABA Status Worksheet throughout the project. The worksheet should be filled out and uploaded to Iowa Grants under the BABA-compliance tab.

No construction activity claim will be approved without certification that the contractor has met BABA requirements for that respective claim. The expectation is that the certification submittal should begin prior to the start of construction. For each construction activity claim, the contractor and engineer will certify that the materials used in that particular pay request are BABA-compliant. Grantees will provide the form for the engineer and contractor to certify.

Upon submitting a claim on Iowa Grants, the grantee will certify that the claim is BABA-compliant. Grantees should have the certifications on file documenting compliance. The grantee will be required to keep records of the certification documentation consistent with existing records retention.

Classification

For each project, grant administrators must use IEDA/IFA's Project Items BABA Status Worksheet to identify and track all project items and which category they are to be classified. The required certification from each manufacturer regarding BABA compliance may provide additional information regarding product classification based on how it was made and its contents. Federal requirements provide that the classification of each item as falling into one of the categories must be made on its status at the time it is brought to the work site for incorporation into an infrastructure project. Grantees will need to ensure this requirement as each item is delivered and incorporated into the project.

Records

Grantees should document the process used to analyze if the Buy America Preference applies to your project and collect records to demonstrate compliance with BABA requirements. This can be part of the Project Items BABA Status Worksheet. Records should be consistent with existing records retention requirements.

IEDA/IFA requires use of the Project Items BABA Status Worksheet as minimum documentation. However, grantees are free to develop any system for tracking items used on the project and the accompanying compliance documentation if it helps with implementation and compliance. Helpful data may include product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material as otherwise required), specifications and standards required, status of obtaining certification letter, product cost, and whether the item might qualify under another applicable waiver.

You may find that market research is important in determining compliance. While this is not required, IEDA/IFA encourages innovative research and compliance tools to assist with meeting BABA regulations.

Education is another critical component to successfully administering these new requirements.

Grantees should educate engineers and contractors on the process to help you administer the

project faster, easier and more successfully.

Waivers

The Buy America Preference applies to all infrastructure spending unless HUD issues a waiver in three limited situations:

1. When applying the domestic content procurement requirement would be inconsistent with the public interest.
2. When types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
3. Where the inclusion of those products and materials will increase the cost of the overall project by more than 25%.

The following steps are required to be considered for a waiver:

1. The waiver request process will require a significant amount of research and effort. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, or nonproprietary communications with potential suppliers. First, contact your IEDA/IFA program manager or IEDA/IFA's BABA Coordinator before you begin the waiver process.
2. Documentation of efforts to identify compliant items for the project will need to be summarized and attached to the waiver request form required by IEDA/IFA. Information from suppliers, manufacturers, and bids (if applicable) should be used to develop the waiver request. You must work with your program manager or IEDA/IFA's BABA Coordinator to prepare the waiver form for submittal to HUD. Prior to submission to HUD, the latest Project Items BABA Status Worksheet should be submitted to IEDA for a full picture of the status of BABA compliance for the project.
3. IEDA/IFA will review the information and determine whether to submit the waiver request to HUD. If additional research is warranted, IEDA/IFA will provide additional instructions to complete the waiver request form prior to submittal or guidance regarding potential BABA-compliant alternatives for the project.

4. IEDA/IFA will finalize and submit the waiver request form to HUD. The estimated turnaround time for federal review of the request is at least 90 days. However, it may take longer. This process could significantly delay the project.

5. You must receive HUD approval of the waiver before construction on your project begins, and/or any time during the project when it becomes apparent that a waiver is necessary. If the waiver request is denied, IEDA/IFA will consult with each project on next steps.

Non-Compliance

Additional guidance from HUD on non-compliance may be forthcoming. Below is some information on non-compliance and potential remedies for education purposes only. IEDA/IFA anticipates involvement of HUD when non-compliance is identified.

Examples of non-compliance are provided below:

1. Improper Implementation: The award recipient or sub-recipient attempted to comply with the Buy American provisions but did so in an improper manner. Often occurs because of process problems, oversight problems, confusion, or lack of resources.
2. Mislead by Contractor, Vendor, or Manufacturer: The award recipient or sub-recipient has been misled by a contractor, vendor, or manufacturer.
3. Award Recipient Misconduct: The award recipient or sub-recipient made no genuine attempt to comply with the Buy American provisions.
4. Fraud: A vendor/manufacturer knowingly certifies falsely that their product is Buy American Compliant, or an award recipient or sub-recipient states that they are using compliant goods, when they knowingly are not.

Potential remedies for non-compliance:

1. Cancellation of purchase: If materials that are non-compliant have been procured, but not installed into the project, those items should not be used.
2. Removal of the non-compliant materials.
3. Absorption of the cost of non-compliant items.
4. Reduction of award value by procurement cost of non-compliant materials.
5. Withhold payment, suspend, or terminate award.
6. Withhold or restrict future awards or debarment from federal assistance, contracts, and subcontracts.

Appendices

The following files can be found in the Appendix 2 of this Guide:

1. Waiver request form.
2. Sample certification form.
3. Project Items BABA Status Worksheet.
4. Sample language for inclusion in contracts.

Site and Easement Acquisition and Relocation

The requirements in this section apply to acquisition of real property and permanent easements necessary for CDBG projects. The primary source for HUD real estate acquisition and relocation policy is HUD Handbook 1378, available on the HUD website:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780

There are two laws that govern property acquisition when CDBG funds are involved: The Uniform Relocation and Real Property Acquisition Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. The following sections provide a general summary of the most common requirements of CDBG recipients under these laws.

Acquisition and relocation requirements are applicable to the CDBG recipient (City or County government) or the subrecipient (e.g., non-profit organization or Rural Water District, etc.).

Regardless of whether property is purchased with CDBG funds or local funds, the purchase must still follow the acquisition and relocation requirements outlined in the following pages.

Section 104(d) requires recipients to provide a one-for-one replacement of all occupied and vacant, occupiable lower-income dwelling units that are demolished or converted to another use in connection with a CDBG-assisted activity, unless the State determines that objective data indicates that there is an adequate supply of vacant lower-income dwellings in standard condition available.

Acquisitions Procedure

If the entity purchasing the property does NOT have the power of eminent domain (such as non-profits, Rural Water Districts, etc.), the following process should be followed:

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User Notes:

1) The subrecipient notifies the property owner in writing by certified mail that it does not have the power of eminent domain and therefore, it will be unable to acquire the property in the event negotiations fail.

2) Inform the owner in writing by certified mail of the fair market value for the property; an appraisal is not necessary, but the offer must include an explanation of how the value was reached.

A sample notice is included in Appendix 2 of this guide.

If the entity purchasing the property DOES have the power of eminent domain (City or County), the recipient must determine if the purchase is voluntary or involuntary.

A voluntary purchase must meet all of the following criteria:

1) No specific property is needed, but the search for alternative sites may be limited to a general geographic area.

2) The property is not part of a planned or designated area where all the property in the area will eventually be acquired.

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N/A

...

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

Mayor – City of Indianola

Rodney L Curtis President - #3913

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:49:03 ET on 06/12/2024 under Order No. 2114541480 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL SERVICES FOR INDIANOLA'S IOWA ECONOMIC DEVELOPMENT
AUTHORITY'S DOWNTOWN REVITALIZATION FUND GRANT, FUNDED THROUGH A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), WITH CURTIS ARCHITECTURE,
FOR AN AMOUNT NOT-TO-EXCEED \$1,096,991.78**

WHEREAS, on May 22, 2024, the City of Indianola was notified that it had received a CDBG Downtown Revitalization (DTR) grant in the amount of \$650,000; and

WHEREAS, on June 3, 2024, the City Council authorized the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract and the associated required acknowledgment of environmental review requirements; and

WHEREAS, the need for applying for CDBG funding has been identified in the 'Elevate Indianola' Comprehensive Plan in action item ED-4-A-ii to '*Consider applying for a CDBG Downtown Revitalization Fund grant from the Iowa Economic Development Authority for historically sensitive façade improvements*' under the objective of offering programs for building maintenance, restoration, preservation, and revitalization, to spur economic development and activity in Indianola, Iowa; and

WHEREAS, the scope of services outlines and includes design, construction drawings, specifications, bidding, and project observation for 8 addresses/buildings. Additionally, Curtis Architecture will attend (as needed) meetings with building owners, Iowa Economic Development Authority, Iowa State Historical Office, Mid Iowa Planning, and the City of Indianola; and

WHEREAS, the professional services agreement's total cost of services does not exceed \$1,096,991.78.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the professional service agreement with Curtis Architecture for architectural services for the Iowa Economic Development Authority's Downtown Revitalization Fund, funded through a Community Development Block Grant is approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa that the Mayor execute the professional services agreement.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution approving the Affirmative Fair Housing Policy/Notice, Code of Conduct, Equal Opportunity Policy, Policy on the Prohibition on the Use of Excessive Force, and Procurement Policies and Procedures required for CDBG Projects.

Introduction:

Background: On May 22, 2024, the City of Indianola was notified that it had received a CDBG Downtown Revitalization (DTR) grant in the amount of \$650,000. On June 3, 2024, the City Council authorized the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract and the associated required acknowledgment of environmental review requirements.

Discussion: The Affirmative Fair Housing Policy/Notice ensures equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status; and

The Code of Conduct ensures the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

The Equal Opportunity Policy provides equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; provides program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Policy on the Prohibition on the use of Excessive Force adopts and enforces a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The Procurement Policies and Procedures provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 CFR 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 CFR Part 200 for units of local government that are subrecipients of CDBG funds.

Budget Impact:

Recommendation: Staff recommends approval of the attached policies.

Attachments:

1.	CDBG affirmative_fair_housing_policy
2.	CDBG code_of_conduct
3.	CDBG equal_opportunity_policy_statement
4.	CDBG policy_on_the_prohibition_of_the_use_of_excessive_force
5.	CDBG procurement_policy
6.	Resolution CDBG Polcies

AFFIRMATIVE FAIR HOUSING POLICY / NOTICE

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City of Indianola, Iowa _____ advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Indianola, Iowa _____ shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Indianola, Iowa _____ has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Ben Reeves

OFFICE: City Manager

ADDRESS: 110 North 1st Street

CITY/STATE/ZIP CODE: Indianola, Iowa 50125

PHONE NUMBER: 515-961-9430

HOURS: Monday-Friday 8:00 AM to 5:00 PM, excluding holidays

Affirmative Fair Housing Policy adopted on: 17th day of June, 2024.
Resolution # _____.

(Signature)

Stephanie Erickson, Mayor
(typed name, title)

ATTEST:

(signature)

**CODE OF CONDUCT
Required for CDBG Projects**

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of The City of Indianola, Iowa engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of The City of Indianola, Iowa shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
 - b. Any member of his/her immediate family;
 - c. His/her partner; or
- An organization which employs or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

Officers, employees, or agents of The City of Indianola, Iowa shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

The City of Indianola, Iowa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify The City of Indianola, Iowa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to:

Name & Title: Ben Reeves, City Manager

Phone: 515-961-9410

Address: 110 North 1st Street

Indianola, Iowa 50125

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 17th day of June, 2024.

(signature)

Stephanie Erickson, Mayor

(typed name), (title)

ATTEST:

(signature)

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of The City of Indianola, Iowa to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The City of Indianola, Iowa has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the City of Indianola, Iowa's responsibility. The City of Indianola, Iowa will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by The City of Indianola, Iowa. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administer by the City of Indianola, Iowa because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by The City of Indianola, Iowa, who can be contacted at 515-961-9410.

This Equal Opportunity Policy of the City of Indianola, Iowa shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Mayor/Chairperson

The City of Indianola, Iowa

City/County

Adopted on: 06 / 17 / 2024

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, The City of Indianola, Iowa has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, The City of Indianola, Iowa endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, The City of Indianola, Iowa hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, The City of Indianola, Iowa agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Indianola, Iowa further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that The City of Indianola, Iowa has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by:

Name: Ben Reeves, City Manager

Phone Number: 515-961-6410

Adopted by The City of Indianola, Iowa this 17th day of June, 2024

Signed *{chief elected official}* _____

Community Development Block Grant Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of Interest in Awarding Contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for

such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. Please also note that regardless of Iowa Code chapter 26, **HUD still requires that formal, competitive procurement, including construction bid notices, is published in a newspaper of general circulation.** If the project cost is anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited (*i.e., published in a newspaper of general circulation*) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

- 4. Competitive Proposals:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized (*i.e., in a newspaper of general circulation*) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement and must be approved by IEDA prior to entering into contract.

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
3. A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient’s contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, The City of Indianola, Iowa adopts the State of Iowa’s CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within The City of Indianola, Iowa.

Adopted by: The City of Indianola, Iowa

Adopted on: 17th day of June, 2024

Chief Elected Official:

Stephanie Erickson, Mayor

Typed/printed name

Signature

City of Indianola
RESOLUTION NO. 2024-_____

RESOLUTION APPROVING THE AFFIRMATIVE FAIR HOUSING POLICY / NOTICE, CODE OF CONDUCT, EQUAL OPPORTUNITY POLICY, POLICY ON THE PROHIBITION ON THE USE OF EXCESSIVE FORCE, AND PROCUREMENT POLICIES AND PROCEDURES REQUIRED FOR CDBG PROJECTS

WHEREAS, on May 22, 2024, the City of Indianola was notified that it had received a CDBG Downtown Revitalization (DTR) grant in the amount of \$650,000; and

WHEREAS, on June 3, 2024, the City Council authorized the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract and the associated required acknowledgment of environmental review requirements; and

WHEREAS, the need for applying for CDBG funding has been identified in the 'Elevate Indianola' Comprehensive Plan in action item ED-4-A-ii to '*Consider applying for a CDBG Downtown Revitalization Fund grant from the Iowa Economic Development Authority for historically sensitive façade improvements*' under the objective of offering programs for building maintenance, restoration, preservation, and revitalization, to spur economic development and activity in Indianola, Iowa; and

WHEREAS, the Affirmative Fair Housing Policy/Notice ensures equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status; and

WHEREAS, the Code of Conduct ensures the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws; and

WHEREAS, the Equal Opportunity Policy provides equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; provides program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation; and

WHEREAS, the Policy on the Prohibition on the use of Excessive Force adopts and enforces a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, the Procurement Policies and Procedures provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 CFR 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 CFR Part 200 for units of local government that are subrecipients of CDBG funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the Code of Conduct, Equal Opportunity Policy, Policy on the Prohibition on the Use of Excessive Force, and Procurement Policies and Procedures required for CDBG Projects is approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the Mayor execute the Code of Conduct, Equal Opportunity Policy, Policy on the Prohibition on the Use of Excessive Force, and Procurement Policies and Procedures required for CDBG Projects.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jared Keenan, WRRD Superintendent
Date: June 17, 2024
Subject: Resolution authorizing a three-year maintenance agreement for environmental systems with MMC Contractors.

Introduction: We would like to request approval for a 3-year agreement for our lift station generator maintenance. We have budgeted \$64,000 during this fiscal year (in account #610-8325-63410) to make this purchase.

Background: We have received three quotes from MMC Contractors, Interstate Power Systems, and Ziegler CAT. Staff recommendation is to go with MMC Contractors for the lowest bid as well as a proven partner with the City with our HVAC service agreement at our facility.

Discussion: This purchase is important to maintain our generators so that they stay operable when needed most in an emergency. By performing preventative maintenance this can also save us major expenses in the future due to failures. This agreement is contingent on receiving the Certificate of Liability Insurance.

Budget Impact: This planned expense of \$35,525.00 will be used from Repair/Maintenance—Equipment (Account # 610-8325-63410). We do have adequate funds budgeted for this planned expense.

Recommendation: Staff recommends to go with MMC contractors for this preventative maintenance contract.

Attachments:

1.	Res 2024- MMC Contractors Maint Agreement
2.	MMC Contractors Electrical Investment Proposal City of Indianola 2024 Revision 2

City of Indianola
RESOLUTION NO 2024-

**RESOLUTION AUTHORIZING A THREE-YEAR MAINTENANCE AGREEMENT FOR
ENVIRONMENTAL SYSTEMS WITH MMC CONTRACTORS**

WHEREAS, the City of Indianola, Iowa is in need of engaging a company to provide generator maintenance services for the Water Resource Recover Department; and

WHEREAS, the City of Indianola has solicited proposals for said services; and

WHEREAS, after a review of the proposals, the City of Indianola Water Resource Recovery Department is recommending entering into a three-year maintenance agreement with MMC Contractors in an amount not-to-exceed \$35,525.00 per year; and

WHEREAS, it is the determination of the Indianola City Council that the City should enter into the maintenance agreement with MMC Contractors in the form attached.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Indianola, Iowa that the maintenance agreement with MMC Contractors is in the public interest of the citizens of the City of Indianola and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the agreement on behalf of the City of Indianola.

Approved this 17th day of June 2024

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



5000 Park Avenue
Des Moines, IA 50321

P: 515.244.8177
F: 515.288.9567

City of Indianola

Electrical Investment Service Proposal

Date:

5/14/2024

Proposal Number:

P00150

Prepared for:

City of Indianola
10939 Grimes St
Indianola, IA 50125

Prepared by:

Brian Geiken

515-244-8177

bgeiken@mmccontractors.com



Preface- Executive Summary

Jared Keenan
City of Indianola

Dear Jared Keenan;

Thank you for taking the time to meet with MMC Contractors and giving us the opportunity to provide this proposal for electrical systems services.

MMC Contractors, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your facility HVAC/Electrical and Plumbing systems.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC/Electrical and Plumbing systems.

After careful survey of your mechanical and electrical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,
MMC Contractors

Brian Geiken

A handwritten signature in blue ink that reads 'Brian Geiken'.

Commercial Services



MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company
MMC Contractors
5000 Park Avenue
Des Moines, IA 50321

Proposal Date: 5/14/2024
Proposal Number: P00150
Agreement Number:

Ph: 515-244-8177 Fax:

Bill To Identity	Agreement Location
City of Indianola 10939 Grimes St Indianola, IA 50125 Attn: Jared Keenan	City of Indianola Multiple locations Indianola, IA 50125 Attn: Jared Keenan

MMC Contractors will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Custom **SCHEDULES:** *Equipment Schedule

Agreement coverage will commence on 06/1/2024.

The Agreement price is \$35,525.00 per year, payable in advanced installments of \$8881.25 per Quarter beginning on the effective date of 6/1/2024 through 5/31/2027.

This Agreement is the property of MMC Contractors and is provided for Customer's use only. MMC Contractors guarantees the price stated in this Agreement for thirty (30) days from the proposal date above. This Agreement is for an initial term of 3 years and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company



Signature Sales Consultant

Accepted for Company by: Signature

Name & Title

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date

Custom Program

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

Custom Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

18. **This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.**

This is an outline of three (3) year service maintenance contract for Annual Service, Semi-Annual inspection, Two Hour Load Bank Test, and ATS Inspection, Battery Replacement, Cooling System Service, Valve Adjustment.

An Annual Service PM for 2024

An Annual Service PM for 2025

An Annual Service PM for 2026

The Annual would include the following procedures: change oil, change oil filters, change fuel filter, fluids topped off, hoses checked, belts checked, battery checked, sample the oil, sample the coolant, start and run unit to check functions. Document the procedure.

Two Hour Load Bank Test for 2024

Two Hour Load Bank Test for 2025

Two Hour Load Bank Test for 2026

The Load Bank Testing would include the following: two-hour continuous load bank test with resistive load bank. Testing at 100% of generator nameplate rating. Document the procedure.

Semi-Annual Inspection for 2024

Semi-Annual Inspection for 2025

Semi-Annual Inspection for 2026

The Semi-Annual inspection would include the following procedures: check oil, coolant, and battery levels. Start and observe the performance of the unit as it operates. Check all belts, hoses, and coolant for proper inhibitor level. Check switchgear for proper operation and run the generator under facility load if permissible. Verify generator controller instrument operation. Test emergency and failure shutdown and alarms. Document the procedure.

ATS Inspection for 2024

ATS Inspection for 2025

ATS Inspection for 2026

The ATS Inspection would include check ATS for proper operation and run the generator under facility load if permissible. Visually inspect the contactor and controller assembly, inspect and adjust voltage sensors. Inspect relays and contacts for signs of heat damage, lubricate mechanical linkage where applicable. Test engine start contact by starting emergency power source, record voltage and frequency at the ATS.

Replace Batteries for 2025

Replace batteries, perform inspection of electrical system, adjust battery charger, test engine starter amperage, remove and dispose of old batteries per EPA standards, install of new batteries.

Cooling System Maintenance for 2026

Cooling system service would include drain and refill cooling system, add coolant additives (if applicable), replace cooling system hoses, replace thermostats (where applicable), dispose of old fluids per EPA standards.

Valve Adjustment for 2026

Inspection of generator wiring, inspect stator and rotor, adjust engine intake and exhaust valves.

Inventory of Equipment

Wesley Lift Station 403 South Wesley St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	Cummins	C20 D6	1220139667	1	403 S Wesley St	
1	Transfer Switch	Cummins			1		

McCord Lift Station 900 West 17th Ave

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	MTU	MTU 4R0120 DS100	95130600646	1	900 W 17 th Ave	
1	Transfer Switch	MTU			1		

South Plant Lift Station 2005 South Jefferson Way

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	Cummins	DQHAA-7064814	D110209932	1	2005 South Jefferson Way	
1	Transfer Switch	Cummins			1		

Plainview Lift Station 901 East Plainview Ave

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	Caterpillar	D80-4	CAT99C44KN4E01193	1	901 E Plainview Ave	
1	Transfer Switch	Caterpillar			1		

Morlock Lift Station 100 N 15th St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	MTU	MTU 621600 DS 300	95010500327	1	100 N 15 th St	
1	Transfer Switch	MTU			1		

Quail Meadows Lift Station 2212 N 9th St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	MTU	MTU 3R0096 DS 30	G03524050	1	2212 N 9 th St	
1	Transfer Switch	MTU			1		

N65/69 Lift Station 2212 N 9th St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	Cummins	DGDK-5769295	G060945023	1	2212 N 9 th St	
1	Transfer Switch	Cummins			1		

10939 Grimes St

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Generator	Catepillar	3514C	G2D00482	1	2212 N 9 th St	
1	Transfer Switch	Catepillar			1		



MEMORANDUM

To: Mayor and City Council

From: Doug Bylund, Chief of Culture and Recreation

Date: June 17, 2024

Subject: Resolution authorizing a contract with TMI Coatings for the Activity Center Exterior Wall Sealant Project.

Introduction:

Background: This project is to apply sealant around the lower 8 inches of the exterior of the east and west walls of the Activity Center. There is currently water that runs down the exterior walls during wind and rain events that seeps into the gap between the concrete foundation and the building siding. The Parks and Recreation Staff posted an RFP for this project on May 23 and only received one bid. We contacted several others, but they did not submit a quote.

Discussion:

Budget Impact: \$40,000 was included in the FY25 Capital Improvement Plan Budget.

Recommendation: Staff recommendation is to award the contract for this project to TMI Coatings in the amount of \$34,950.00 for completion in June or early July.

Attachments:

1.	TMI Coatings Activity Center Exterior Quote
2.	Resolution for TMI Coatings Activity Exterior
3.	2024 TMI Coatings Activity Center Exterior Professional Service Agreement



TMI Coatings, Inc.

3291 Terminal Drive, St. Paul, Minnesota 55121-1610 Phone: 651-452-6100 Fax: 651-452-0598

Painting & Restoration Contractors

City of Indianola Parks & Recreation
Attn: Doug Bylund
2204 West 2nd Avenue
Indianola, IA 50125
Phone 515-961-9420 / Cell 515-249-7231
E-mail dbylund@indianolaiowa.gov

NOTE: This proposal may be withdrawn by TMI if
not accepted within 30 days.

Date: May 30, 2024
Regarding: Building Exterior

Building Exterior

TMI Coatings, Inc. is a safety-conscious industrial painting and concrete coating contractor. We are a Woman-Owned Small Business, have been in business over 39 years and we are certified by SSPC as both a QP1 and QP2 contractor. The QP1 and QP2 qualifications are provided to contractors with proven experience, knowledge, and equipment to produce high-quality work within safety guidelines and health and environmental standards. We hire, train and complete work with our own crews throughout the continental U.S.

TMI Coatings. Safety. Quality. On time. In that order.

TMI has visited your facility and proposes to seal at the sidewalk/wall juncture on the east and west sides of your facility:

East Side: 60' long x approximately 8" high and approximately 4" onto sidewalk
West Side: 120' long x approximately 8" high and approximately 4" onto sidewalk

1. Prior to TMI beginning work, owner to vacate areas so TMI has open access. Owner to identify any sensitive equipment that needs to be poly wrapped or covered to protect.
2. TMI to prepare surfaces as necessary to ensure adhesion of subsequent coats. TMI to grind with hand-held grinders or needle gun. All debris caused from our work on site to be disposed of in owner provided container.
3. In areas where there is a gap at the concrete/EIFS foundation juncture, TMI to install backer rod and a bead of urethane elastomer sealant.
4. TMI to apply urethane elastomer up the sides approximately 8" and 4" onto sidewalk for a thorough seal. Urethane elastomer will expand and contract therefore will not crack, chip or peel. TMI has completed similar projects throughout the Midwest with very good success.

YOUR COST INCLUDING LABOR AND MATERIALS INSTALLED\$34,950

- NOTES:
1. Bid is based on one job mobilization/demobilization.
 2. Bid is based on weekday work; add \$750 for weekend work.

TMI has considerable experience installing protective coatings for industry. We have completed work for Cargill, Muscatine, IA; Liguria Foods, Humboldt, IA; New Cooperative, Fort Dodge, IA; and many others. Enclosed are references for your review.

(continued on page 2)

P:\Sales\AL\SIP\Indianola Parks & Rec, Indiaola, IA.Bldgext.2021.01\1Proposal.Indianolaparks-Indianola01alrebid02.Docx(rd4400/roh)(re)

ACCEPTANCE

The undersigned hereby accepts TMI's proposal and authorizes TMI to furnish all materials and labor required to complete the work set forth in the proposal pursuant to the proposal terms and conditions set forth on the reverse side hereof, for which we agree to pay you the amount set forth in the proposal. If the proposal terms and conditions set forth on the reverse side hereof were not provided with transmission of TMI's proposal by facsimile, mail or email, the undersigned agrees to request a copy of the proposal terms and conditions before signing below. The undersigned agrees to be bound by the proposal terms and conditions set forth on the reverse side hereof regardless of whether the undersigned requested a copy or read them before signing below.

Accepted: _____ Date _____

Respectfully,
TMI Coatings, Inc.

Austin Lewis

By _____

By _____

Title _____

Title Austin Lewis, Industrial Sales

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION AUTHORIZING A CONTRACT WITH TMI COATINGS FOR THE
ACTIVITY CENTER EXTERIOR WALL SEALANT PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa is in need of engaging a provider for application of exterior wall sealant to portions of the Activity Center exterior walls; and

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

WHEREAS, after review, the City, by and through the Parks and Recreation Department awards the contract for the Activity Center Exterior Wall Sealant Project to TMI Coatings in the amount of \$34,950.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the attached Agreement with TMI Coatings is hereby approved and the Mayor is authorized and directed to execute the contract on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City to the documents required to enter into the contract.

Passed and adopted this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 17th day of June, 2024, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **TMI Coatings, 3291 Terminal Drive, St. Paul, MN 55121**, hereinafter referred to as "SERVICE PROVIDER."

WHEREAS, the CITY is in need of an The Activity Center Exterior Wall Sealant Project, hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited a proposal for said Services; and

WHEREAS, the SERVICE PROVIDER was determined by City Staff 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 "A" and incorporated herein by reference as if set out in full. In addition, the parties agree as follows:

1. SERVICE PROVIDER shall be paid for said Services as attached to this agreement in an amount not to exceed \$34,950.00, Thirty four thousand, nine hundred and fifty dollars for said Services. SERVICE PROVIDER acknowledges and agrees that the CITY shall not issue payment until such time as CITY staff determines Services have been provided in accordance with Exhibit "A".

2. SERVICE PROVIDER shall indemnify and save harmless CITY, its agents, servants and employees from and against any claim, demand or cause of action arising out of

negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or any of its officers, agents or employees.

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

3. SERVICE PROVIDER and CITY shall discuss and mutually agree upon a schedule for the Services. SERVICE PROVIDER and CITY shall continue to discuss and review progress of the Services and make necessary adjustments as required by the CITY. Further, 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 out on Exhibit "B".

4. SERVICE PROVIDER shall comply with all applicable State, Federal and local laws and regulations and shall obtain or cause to be obtained all required permits to perform the Services.

5. This Agreement may be terminated immediately by either party for cause, or by the CITY for convenience upon fourteen (14) days' written notice to SERVICE PROVIDER, 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.

6. 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

"SERVICE PROVIDER":

By: TMI Coatings

Name: _____

Title: _____



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Resolution suspending the enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on a portion of East Salem Avenue for Supper Club on June 22, 2024, hosted by Savor the Rise.

Recommendation: Roll call is in order.

<u>Attachments:</u>	1.	Savor the Rise Request
	2.	Res 2024- Savor the Rise

Savor the Rise

107 E Salem Ave
Indianola IA 50125
(515) 325 - 7000

May 29, 2024

City Council
110 North 1st Street
Indianola, IA 50125

Dear City Council Members & Mayor Erickson,

I am writing to you today to ask for an exception to your public consumption law for an upcoming event I am hosting on Saturday June 22, 2024 between the hours of 5:30pm-9:30pm. Every few months, I host what I call a "Supper Club" it consists of 5-7 course prefixed meal offering our local community with a finer dining experience without having to drive all the way up to Des Moines (and keeps those tax dollars local!). I always encourage guests to shop at West Hill, Feed & Foster, or other local establishments to purchase a beverage for dinner, so they are able to enjoy one with their meal (if they wish). I confine our Supper Club within the walls of my establishment. They are very organized, classy, and by no means loud or disturbing to any of my neighbors. With the weather looking quite nice, and everyone in the mood for fresh air, I wanted to offer a few outdoor seats to my Supper Club guests. The seats are pre-existing, do not block the sidewalk, and would be enjoyed responsibly. I am asking for permission for my guests to consume an alcoholic beverage (if they desire) with their dinner in front of my shop during the hours stated above. For those not familiar with the current seating in front of my shop, I have attached photos. Please feel free to contact me with any questions you may have. I appreciate your time & consideration.

Respectfully,



Deja Keppler
585. 880. 4186



City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE 45.02(2)
REGARDING THE CONSUMPTION OF ALCOHOL ON CITY SIDEWALKS
FOR SUPPER CLUB AS REQUESTED BY SAVOR THE RISE**

WHEREAS, the Savor the Rise intends to hold Supper Club on Saturday, June 22, 2024, between the hours of 5:30 PM and 9:30 PM; and

WHEREAS, said event includes outdoor seating on the sidewalk in front of and adjacent to Savor the Rise at 107 E Salem Avenue; and

WHEREAS, Savor the Rise allows guests of the Supper Club to bring their own alcoholic beverages; and

WHEREAS, Indianola Code Section 47.01(11) governing alcoholic beverages on public sidewalks reads: "A person shall not use or consume alcoholic liquor in any public place, except premises covered by a retail alcohol license"; and

WHEREAS, Savor the Rise does not hold a retail alcohol license since they do not sell alcohol and allow patrons to bring their own for Supper Club; and

WHEREAS, Savor the Rise has requested the suspension of the enforcement of Indianola Code 45.02(2) for their event on June 22, 2024, for guests who choose to dine outside.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby acknowledges receipt the request from Savor the Rise, and confirms that enforcement of Indianola Code Section 45.02(2) will be temporarily suspended on June 22, 2024, from 5:30 PM – 9:30 PM for Supper Club.

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 of the use and consumption of alcohol on the sidewalk at 107 E Salem Avenue is hereby waived.

Passed and adopted this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Aaron Young, Communications Manager
Date: June 17, 2024
Subject: Resolution approving an amendment to the City Council Policy folder to add the Personal Use of Social Media by Elected and Appointed Officials policy.

Introduction: This policy is established to guide the official use of social media by elected and appointed officials representing the City of Indianola. It aims to delineate the ethical and practical use of social media for communication, community engagement and information dissemination related to their roles. It specifically addresses the dual roles these individuals may play on social media platforms — as private citizens and as public officials. The policy aims to ensure that their social media engagements reflect the City’s values, foster transparent and informative communication with constituents and do not serve personal interests or political ambitions beyond their current roles.

Background: Recognizing the challenge of separating personal from official social media use, elected and appointed officials representing the City of Indianola must exercise caution and good judgment when posting on personal accounts. Even when not using official City accounts, personal postings can reflect on the City and affect public perception. Therefore, it is crucial to maintain a level of professionalism and discretion that upholds the City’s integrity and respects the responsibilities of public service roles.

Similarly, social media policies are also included as part of the Communications section in the updated City of Indianola Employee Handbook.

Discussion: Staff have researched social media policies in surrounding cities to develop the policy as presented for elected and appointed officials of the City of Indianola. This policy affirms the City's commitment to leveraging social media as a transparent, ethical and effective communication tool for elected and appointed officials, ensuring that their online presence and engagement serve the public interest and uphold the integrity of their office.

Budget Impact: There is no impact on the City's budget with this policy.

Recommendation: After development and discussion, staff recommends implementing the social media policy for elected and appointed officials as presented. This recommendation supports the City of Indianola's collective commitment to ensuring that social media usage aligns with the City’s overall communication goals, supports transparency and fosters positive, two-way interactions with the community.

<u>Attachments:</u>	1.	Res 2024- Add Officials Social Media Use Policy
	2.	Personal Use of Social Media by Elected and Appointed Officials

City of Indianola
RESOLUTION 2024-103

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY FOLDER
TO ADD THE PERSONAL USE OF SOCIAL MEDIA BY ELECTED AND APPOINTED
OFFICIALS POLICY**

WHEREAS, the City of Indianola Council Policy Folder is amended over time; and

WHEREAS, social media is an important tool for communication, community engagement and information dissemination; and

WHEREAS, the attached Personal Use of Social Media by Elected and Appointed Officials policy guides the use of social media for city officials; and

WHEREAS, said policy is being presented for adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that Personal Use of Social Media by Elected and Appointed Officials is hereby adopted.

Passed and approved this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

City of Indianola Communications Policy: Personal Use of Social Media by Elected and Appointed Officials		Policy Number	Applicability
		Ordinance Ref	Iowa Code Reference
Effective Date	Related Policies	Responsibility	Authority

I. Purpose

- a. This policy is established to guide the official use of social media by elected and appointed officials representing the City of Indianola. It aims to delineate the ethical and practical use of social media for communication, community engagement and information dissemination related to their roles. It specifically addresses the dual roles these individuals may play on social media platforms — as private citizens and as public officials. The policy aims to ensure that their social media engagements reflect the City’s values, foster transparent and informative communication with constituents and do not serve personal interests or political ambitions beyond their current roles.

II. Policy

- a. It is the policy of the City of Indianola that while elected officials such as City Council Members and appointed officials like board/commission members are encouraged to use social media to engage with the community, share information and gather feedback, such use must align with professional ethics, maintain the City’s integrity and respect the distinction between personal views and official positions.
- b. Recognizing the challenge of separating personal from official social media use, employees, council members, and board members must exercise caution and good judgment when posting on personal accounts. Even when not using official City accounts, personal postings can reflect on the City and affect public

perception. Therefore, it is crucial to maintain a level of professionalism and discretion that upholds the City's integrity and respects the responsibilities of public service roles.

III. Definitions

- a. **Official Capacity:** Use of social media by council and board members for disseminating information related to City activities, initiatives, or events, and for gathering public feedback as representatives of the City of Indianola.
- b. **Personal Gain or Influence:** The use of one's position or knowledge gained from that position to advance personal interests, political campaigns (other than those specifically related to their re-election for the same role), or to exert influence for or against specific projects or policies for personal advantage.
- c. **Social Media:** Websites and applications designed for social networking, content sharing, and community engagement, where users can create, share, or exchange information and ideas in virtual communities and networks. Examples include but not limited to: Facebook, X (formerly Twitter), Instagram, LinkedIn, YouTube, and TikTok.

IV. Procedure

- a. **Guidelines for Elected and Appointed Officials:**
 - i. Elected and appointed officials of the City of Indianola are encouraged to clearly designate which social media activities are conducted in their official capacity. When communicating in an official capacity, they should use designated official accounts or clearly state their role and limitations.
 - ii. Adding to a social media post or comment on any official City of Indianola account or non-City platform that would create a quorum of the group the elected or appointed official represents should also be strictly avoided. If the comment or posting requires official review, it should be handled before the group during a public meeting.
- b. **Content in Official Capacity:**
 - i. When using social media in their official capacities, elected and appointed officials should focus on sharing information pertinent to their roles, such as City of Indianola initiatives, policy discussions, public events, community celebrations and solicitations of public feedback on municipal

matters, among other topics.

- ii. To help prevent errors and liability issues, the City Manager, with support from the Communications Manager, Communications Team Members or department designee(s), will provide officials with official City documents rather than having officials summarize.
- iii. If an elected or appointed official makes a mistake, it should be corrected as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If you modify an earlier post, make it clear the posting has been corrected. Consider designating corrections with “Fixed link” or “Fact correction” prior to the correction.
- iv. Elected and appointed officials shall not violate any trademark or copyright laws, ensuring they have full permissions or rights to any content before it is posted, including photographs, videos and music.

c. Prohibition on Personal Gain or Influence:

- i. Social media interactions must not be used to solicit support for personal ambitions beyond current elected or appointed positions within the City. This includes leveraging their role to influence project approvals, political campaigns (except for the purpose of re-election to their current position) or other offices in their favor.

d. Ethical Considerations and Confidentiality:

- i. Elected and appointed officials should ensure that efforts to be honest do not result in sharing non-public information related to colleagues, staff personnel data, medical information, claims or lawsuits or other non-public or confidential information.
- ii. Be mindful of the risks of electronic communication in relation to the Open Meeting Law. Electronic communication, including social media, is subject to the Freedom of Information Act (FOIA).

e. Engagement and Feedback:

- i. Official social media use should prioritize constructive engagement, focusing on listening to constituents, providing clear and factual information and fostering a respectful dialogue without resorting to

partisanship or divisive rhetoric.

f. Training and Compliance:

- i. The City, led by the Communications Manager, will provide specific training to elected and appointed officials on the ethical use of social media in their official capacities, emphasizing transparency, accountability and the distinction between personal and official communications.
- ii. Violations of this policy will be addressed according to City of Indianola protocols and may result in censure, reprimand or other appropriate actions as determined by the Indianola City Council or ethics board.

g. Policy Review and Updates:

- i. This policy will be reviewed annually and updated by the Communications Manager as necessary to reflect changes in social media trends, legal standards and the City's communication needs.

This policy affirms the City of Indianola's commitment to leveraging social media as a transparent, ethical, and effective communication tool for council and board members, ensuring that their online presence and engagement serve the public interest and uphold the integrity of their office.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. to City Manager/Asst. Finance Director
Date: June 17, 2024
Subject: Approval of Urban Revitalization Designations

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

Background:

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

Address	Titleholder or Contract Buyer	Estimated or Actual Cost of Improvements
608 N 17th St	Gary and Rebecca Cowger	\$309,900
610 N 17th St	Gethmann Investment Corporation	\$310,310
707 E Saber Pl	Justin and Margaret Fields	\$333,390

Budget Impact:

Recommendation: All applications are in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Resolution approving a contract with Ryan Companies.

Recommendation: Roll call is in order.

<u>Attachments:</u>	1.	Res 2024-145 Contract with Ryan Co
	2.	A201-2017 - Working Draft - 001 (2)
	3.	A133-2019 - Working Draft - 001 (4)
	4.	A133-Exhibit-A-2019 - Working Draft - 001 (2)
	5.	A133-Exhibit-B-2019 - Working Draft - 001 (2)

City of Indianola
RESOLUTION NO 2024-145

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF INDIANOLA AND
RYAN COMPANIES AS CONSTRUCTION MANAGER AS CONSTRUCTOR FOR THE
PUBLIC SAFETY-CITY HALL BUILDING PROJECT**

WHEREAS, on March 4, 2024, the Indianola City Council approved Resolution 2024-040, adopting a construction manager at risk model and approving a request for qualifications (“RFQ”) and subsequent request for proposals (“RFP”) for the City of Indianola Public Safety and City Hall building; and

WHEREAS, on May 6, 2024, the Indianola City Council approved Resolution 2024-097, authorizing the City Manager to negotiate an agreement with Ryan Companies regarding its construction management at-risk proposal for the project; and

WHEREAS, the attached agreement with Ryan Companies sets forth the terms and conditions of the contract and compensation for the services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola that the attached agreement between the City of Indianola and Ryan Companies is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or City Manager are hereby authorized to execute the necessary documents with Ryan Companies.

Passed and approved this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

DRAFT AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Draft»

«Indianola Public Safety and City Hall Building »

THE OWNER:

(Name, legal status and address)

«City of Indianola

110 N. 1st Street

Indianola, IA 50125 »« »

« »

THE ARCHITECT:

(Name, legal status and address)

«OPN Architects

100 Court Avenue, Suite 100

Des Moines, IA 50309 »« »

« »

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set~~

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forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Sum shall be adjusted and the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 ~~Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and Contractor's costs for unloading and handling at the site, labor and installation costs are included in the Allowances.~~
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§6.1.5 Owner shall not award contracts to any contractor who is not signatory to a collective bargaining agreement with a local AFL-CIO Building Trades Union without the written approval of Contractor. Owner will provide for the coordination of such separate work with the work of the Contractor, who shall cooperate therewith. Owner shall be responsible to provide all necessary insurance for the work of such contractors. Owner agrees to cause its employees and any such separate contractors to abide by all federal, state and local safety laws and regulations and to comply with Contractor's safety program for the Project.

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§6.1.6 Owner further agree to insert the following language into all contracts it awards that involve work on the Project prior to the date of Substantial Completion:

Indemnification. Subcontractor agrees to assume the entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the performance of its Work or occurring or resulting from the use by Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by Ryan Companies US, Inc., Owner, Subcontractor, or third parties, and to the fullest extent permitted by law Subcontractor agrees to defend, indemnify, and save harmless Ryan Companies US, Inc., and Owner, and their agents and employees, from and against all such claims and liabilities including, without limiting the generality of the foregoing, claims and liabilities for which Ryan Companies US, Inc. or Owner may be or claimed to be in part liable, provided that any such claim or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use thereof, but only to the extent caused by any negligent act or omission of Subcontractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and to reimburse Contractor and Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph; and Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage as will insure the provisions of this paragraph to the fullest extent available. Subcontractor's indemnification obligations shall survive completion of Subcontractor's work and the performance or termination of this Subcontract.

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§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by Pandemic, labor disputes, fire, acts of God or other casualty, unusual delay in deliveries of materials or fuel, unavoidable casualties, adverse weather conditions, documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner/Architect determines, justify delay, then the Contract Sum shall be equitably increased and the Contract Time shall be extended for such reasonable time as the Owner and the Contractor/Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor unless the claims are the result of the Owner's actions or inactions;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment for which Owner has paid Contractor;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor caused by the Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days

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after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Contractor understands the project may have two phases with Phase 1 being the Fire Department. The Fire Department will need to occupy Phase 1 before demolition of the remaining portion of City Hall. Phase 2 construction will be the City Hall including the Police Station, Administration and Community Development. With this understanding The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Owner represents and warrants to Contractor that Owner has no knowledge of the existence on the Project site of any so-called "hazardous or toxic substances", buried tanks or wells as defined and/or regulated by federal, state or local laws or regulations. Should any such substances, tanks or wells be encountered in the performance of the Work, Contractor shall immediately cease work and notify Owner thereof. Owner shall promptly thereafter cause any such substances, tanks or wells to be removed or remediated in accordance with all applicable laws. Contractor shall not be required to resume construction until such substances, tanks or wells have been so removed or remediated; and Owner shall provide Contractor with written evidence of compliance with applicable laws in the removal or remediation of such substances, tanks or wells as Contractor may reasonably request. The time by which Substantial Completion is to be achieved shall be extended by the period of delay resulting therefrom and the Guaranteed Maximum Price shall be increased by any additional costs reasonably incurred by Contractor due to such cessation

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and delay. If such substances, tanks or wells have not been removed or remediated as required herein within 30 days from the date of Contractor's notice to Owner, then Contractor may terminate this Agreement by written notice to Owner and recover from Owner the amounts provided in Paragraph 14.1 of the General Conditions. Irrespective of whether or not this Agreement shall be terminated by Contractor, Owner shall indemnify, defend and hold harmless Contractor and all of its employees and Subcontractors from and against any and all liability, loss, cost and expense arising by reason of the presence of such hazardous substances, tanks or wells on the Project site, except such as may result from the negligence of Contractor or its Subcontractors.

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Intentionally omitted. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally omitted. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Contractor will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of the Contract price. Said Bond shall be issued by a responsible Surety approved by the Owner and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the Project caused by failures in materials and construction for a period of four (4) years from and after acceptance of the Project. Notwithstanding anything contained herein.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage

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has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

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- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for (i) Work executed, (ii) Contractor's Construction Fee in an amount equal to 2.25% of such Work executed, (iii) Design Coordination/Preconstruction Services Fee in an amount equal to 100% of such Work executed, (iv) direct costs incurred by reason of such termination and (v) costs attributable to the termination of Subcontracts and demobilization. No other damages or compensation, including loss of anticipated profits or overhead on unperformed work, loss of business, attorney's fees, or other indirect or consequential damages or losses of any kind shall be paid to the Contractor.~~

§ 14.4.4 ~~The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor which the Owner elects to retain and which is not otherwise included in the amount paid under Section 14.4.3. If the Owner wishes to retain all or any of the Contractor's subcontractors or suppliers, then the Contractor shall, as a condition of receiving the payments provided for in Section 14.4.3, execute and deliver all such papers and take all such steps, including the legal assignment of all such subcontractors and other contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts, purchase orders, obligations or commitments.~~

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. ~~The losing party shall pay to the prevailing party that percentage of the prevailing party's costs and expenses incurred in such action, including reasonable attorney's fees, in an amount equal to the percentage that the value of the judgment or award received by the prevailing party bears to the total value of the judgment or award claim by such party, but in no event more than one hundred percent (100%) of such costs and expenses, provided that the prevailing party has not rejected a bona fide written settlement offer from the other party in an amount greater than the amount of the judgment or award received, in which case the prevailing party shall be entitled to no reimbursement for its costs and expenses.~~

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 11 day of 11 in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«City of Indianola-»« »
«110 N. 1st Street »
«Indianola, IA 50035 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

«Ryan Companies US, Inc. »« »
«111 East Grand Avenue »
«Suite #200 »
«Des Moines, IA 50309 »

for the following Project:
(Name, location, and detailed description)

«Draft»
«Public Safety and City Hall Building »
«The City of Indianola wishes to construct a new Public Safety and City Hall Building located at 110 N. 1st Street. The facility is anticipated to be two levels above grade with a basement and will utilize the entire existing site for building, parking, green space and circulation. The approximately 90,000 to 100,000 square foot facility is anticipated to include: fire department facility with eight emergency apparatus bays, police department facility including squad car parking and sally port, city and police administrative areas, council chambers, emergency operations center, fire and police training and fitness rooms, and other required support facilities for fire and police functions. »

The Architect:
(Name, legal status, address, and other information)

«OPN Architects »« »
«100 Court Avenue, Suite 100 »
«Des Moines, IA 50309 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Owner program to be finalized during pre-referendum design.» »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The City of Indianola wishes to construct a new Public Safety and City Hall Building located at 110 N. 1st Street. The facility is anticipated to be two levels above grade with a basement and will use the entire existing site for building, parking green space and circulation. The approximately 90,000 to 100,000 square foot facility is anticipated to include: fire department facility with eight emergency apparatus bay, police department facility with including squad car parking and sally port, city and police administrative areas, council chambers, emergency operations center, fire and police training and fitness areas, and other required support facilities for fire and police functions.» »

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

«Unknown at time of execution. This Agreement will be amended to include the Guaranteed Maximum Price.»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«Concept Design : July 2024
Schematic Design: unknown at time of execution
Design Development: unknown at time of execution »

.2 Construction commencement date:

«Unknown at time of execution This Agreement will be amended to include the Construction commencement date.»

.3 Substantial Completion date or dates:

«Unknown at time of execution This Agreement will be amended to include the Substantial Completion date. »

.4 Other milestone dates:

«November 5, 2024: Public Bond Referendum »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«City department relocations out of existing building for phased construction are unknown at time of execution. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Unknown at time of execution. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

«N/A »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Benjamin Reeves »
«City Manager »
«110 N. 1st Street »
«Indianola, IA 50125 »

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« »
«[Jackie Raffety](#)
[City Clerk](#)
[110 N. 1st Street](#)
[Indianola, IA 50125](#) »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

«[N/A](#) »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«[Terracon Consultants, Inc.](#) »« »
«[600 SW 7th Street M](#) »
«[Des Moines, IA 50309](#) »
« »
« »

.2 Civil Engineer:

«[Snyder & Associates, Inc.](#) »« »
«[2727 SW Snyder Blvd.](#) »
«[P.O. Box 1159](#) »
«[Ankeny, IA 50023](#) »
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«[Danielle Hermann](#) »
«[Principal](#) »
«[OPN Architects](#) »
«[100 Court Avenue, Suite 100](#) »
«[Des Moines, IA 50309](#) »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«[Brad Thomason](#) »
«[Senior Project Executive](#) »
«[Ryan Companies US, Inc.](#) »
«[111 East Grand Avenue](#) »
«[Suite #200](#) »
«[Des Moines, IA 50309](#) »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

«Preconstruction Services will be completed in two parts: Part 1 will be planning & promotional work up to the Bond Referendum on November 5, 2024; Part 2 will be services through the completion of Design & Bidding, which will occur only if the Bond Referendum is approved. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

«Subcontractor procurement will follow Iowa Chapter 26A with an RFQ process for all bid packages and then a hard bid for each package. »

§ 1.1.15 Other Initial Information on which this Agreement is based:

«N/A »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement Contractor's Guaranteed Maximum Price including Assumptions and Clarifications, once approved by the Owner, shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

3.1.4.1 Owner understands and agrees that the Project Schedule shall contain no days for anticipated delays resulting from the COVID 19 global pandemic and issues arising therefrom (the “Pandemic”) due to the uncertain and fluid nature of the Pandemic. Owner further acknowledges that Construction Manager cannot accurately forecast how the Pandemic may

impact the Project Schedule. In the event the Pandemic delays the Project Schedule, Construction Manager shall be entitled to an equitable extension of the Contract Time and an increase in the Contract Sum.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

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Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

«Pre-Bond Referendum Services include collaboration with Owner and Architect for determination of Concept Design project scope, phasing, site logistics and schedule, preparation of Concept Design initial GMP and participation in community outreach events.

Post-Bond Referendum Preconstruction Services include preparation of estimates for SD, DD and CD phases, GMP Proposal at time agreed upon with Owner, Development of Bid Packages and Bid Package Estimates, Preconstruction Schedule, Facilitation of Pre-Bid Meetings, and Value Management and Cost Savings recommendations. Additionally, Constructability Reviews, BIM Coordination plan and Site Logistics and Phasing Plans will be provided. »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include: ~~a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.~~

3.2.4.1 Contingency. A design and construction contingency fund shall be included in the Guaranteed Maximum Price for those items of unanticipated work or costs that are required to complete the Work. The contingency fund is to be used by Construction Manager for compensation to Construction Manager, its subcontractors and material suppliers for errors, omissions, conflicts or inconsistencies that may exist within the Contract documents, variances between subcontractor bids and budgeted amounts, or other additional costs that may arise during the Project that are not subject to a Change Order under this Contract. The contingency fund is not to be used for compensation to Construction Manager, its

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subcontractors and material suppliers for concealed conditions, Project additions, enhancements, scope changes or allowance adjustments which shall be subject to Change Order. Upon Substantial Completion of the Project, any amount remaining in the contingency fund shall be divided between Owner and Construction Manager as set forth below in Paragraph 3.2.4.3.

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3.2.4.2 Material Escalation Allowance. In addition to the Contingency set forth in Section 3.2.4.1, the Guaranteed Maximum Price also includes a "Material Escalation Allowance" in the amount of 5% of the direct project cost value. Throughout the buy-out process (the period between the execution of this contract and the time at which Construction Manager has received final pricing and executed contracts for all labor and materials) for the Project, the Construction Manager may use the Material Escalation Allowance to offset any price escalations between the subcontractor bids and buy out that occur in the marketplace as a result of labor or material shortages, supply chain disruptions and/or delays, provided, however, that Construction Manager must provide Owner with documentation sufficient to demonstrate the price escalation and receive Owner's reasonable approval. If Owner does not respond to the Construction Manager's written request for use of the Material Escalation Allowance within five (5) business days of Owner's receipt of such request and documentation, then the request shall be deemed approved. On a monthly basis with each Application for Payment, the Construction Manager shall provide for Owner's review and approval, an updated Material Escalation Allowance log that tracks the usage of the Material Escalation Allowance, which shall be in form and substance acceptable to Owner. In the event that the Material Escalation Allowance is exhausted prior to the completion of the buy-out process, Owner and Construction Manager shall meet and confer on an adjustment the GMP to account for any additional material price escalation. Any amount remaining in the Material Escalation Allowance at the end of the buy-out process shall accrue one hundred percent (100%) to the Owner.

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3.2.4.3 Savings. If the Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price, the difference (hereinafter referred to as the "Savings") shall be divided between Owner and Construction Manager. Construction Manager shall receive, as additional Construction Manager's Fee, an amount equal to fifty percent (50%) of the Savings. All remaining Savings shall accrue to Owner. Prior to calculating any Savings, an allowance equal to one half of one percent (0.5%) of the final Guaranteed Maximum Price will be included as a Cost of the Work to cover warranty costs. Such allowance shall only be used to pay for costs that Construction Manager incurs that are not the contractual responsibility of Construction Manager's subcontractors or suppliers and are not the result of Construction Manager's negligence. At the end of the one-year warranty period, any amounts remaining in such allowance will be distributed to the Owner and Construction Manager on the same basis as Savings are shared.

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§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Pre-Bond Referendum: \$20,000 Lump Sum Fee

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Post-Bond Referendum: \$75,000 Lump Sum Fee »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit C »

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «twelve » («12 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. In the event that any payment by Owner to Construction Manager is not paid when due, Owner shall pay interest on said unpaid amount from the date due to and including the date of payment at a variable rate equal to 3% per annum in excess of the rate of interest from time to time publicly announced by U.S. Bank National Association, Minneapolis, Minnesota, as its reference rate, or such lesser rate as may be the maximum rate permitted by law. Owner shall pay to Construction Manager all costs reasonably incurred by Construction Manager in the collection of amounts payable to Construction Manager hereunder, including reasonable attorney's fees.~~
(Insert rate of monthly or annual interest agreed upon.)

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«3 » %) « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«2.25% »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Cost of the Work plus 2.25% »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«15% »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~eighty-five~~ percent (~~85~~ %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

~~«If the Construction Manager has not achieved Substantial Completion of the Work as set out in AIA Document 201 (2017) Article 9.8 by the date required by the Contract Documents, then following a grace period of thirty (30) calendar days, liquidated damages owed by the Construction Manager to the Owner shall accrue in the amount of Two Thousand dollars (\$2,000.00) per calendar day until the Construction Manager achieves Substantial Completion of the Work. The Owner and Construction Manager agree that actual delay damages would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of delay damages and are not a penalty. »~~

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§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

~~«N/A »~~

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«See Exhibit C »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

7.2.6 Construction Manager shall be reimbursed at the rates set forth in Exhibit C. These rates are inclusive of the items outlined in 6.2.1 through 6.2.5 for personnel stationed at the site, plus they define the applicable reimbursable personnel at the Construction Manager's principal office.

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§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. The rates for equipment rented from Construction Manager shall not exceed 85% of current Associated Equipment Distributors (A.E.D.) rental rates.

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§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

7.5.6 Costs of temporary utilities (such as gas, electricity, sewer, water and other such items) utilized to construct the Project.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Construction Manager's liability insurance program shall be billed at 1.20% of the GMP. The Construction manager's SDI program shall be billed at 1.078% of the cost of the subcontracted work. The Construction Manager's builder's risk insurance program shall be billed as quoted.

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§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

7.6.12 That portion of reasonable expenses of the Construction Manager’s supervisory or administrative personnel, which has been pre-authorized by the Owner, incurred while traveling in discharge of duties connected with the Work.

7.6.13 Any insurance deductibles paid by Construction Manager as a result of casualty losses.

7.6.14 Warranty costs pursuant to Paragraph 3.4.2.3 above.

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§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner’s prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«N/A »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «tenth » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «tenth » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » (« 30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other~~ evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- 2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- 4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

11.1.7.1.5 Upon receipt of each payment from Owner, Construction Manager shall deliver to Owner its lien waiver in the amount of such payment. If requested by Owner, prior to receipt of the second and each succeeding payment, Construction Manager shall deliver to Owner lien waivers from its Subcontractors and suppliers covered by the previous payment received from Owner.

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§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- 3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- 5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 6 Retainage withheld pursuant to Section 11.1.8.

11.1.7.3 Owner may withhold 150% of the estimated cost of completing any unfinished Work until such Work is completed.

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§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Retainage shall equal five percent (5%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Fees paid for Pre-Construction Services, Construction Manager's Construction Fee, Insurance Premiums, Construction Manager's Performance and Payment Bonds, General Conditions, and General Requirements Costs. »

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«N/A »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«N/A »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

4 Final payment shall be made simultaneously with the furnishing of a final lien waiver from Construction Manager and final lien waivers from its Subcontractors and suppliers for all sums paid to Construction Manager.

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§ 11.2.2 Within 10 ~~30~~ days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article

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9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« N/A »

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. In the event any payment by Owner to Construction Manager is not paid when due, Owner shall pay interest on said unpaid amount from the date to and including the date of payment at a variable rate equal to three percent (3%) per annum in excess of the rate of interest from time to time publicly announced by U.S. Bank National Association, Minneapolis, Minnesota, as its reference rate, or such lesser rate as may be the maximum rate permitted by law. Owner shall pay to Construction Manager hereunder, including reasonable attorney’s fees.
(Insert rate of interest agreed upon, if any.)

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- 2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for (i) Work executed, (ii) Contractor's Construction Fee in an amount equal to 2.25% of such Work executed, (iii) Design Coordination/Preconstruction Services Fee in an amount equal to 100% of such Work executed, (iv) direct costs incurred by reason of such termination and (v) costs attributable to the termination of Subcontracts and demobilization. No other damages or compensation, including loss of anticipated profits or overhead on unperformed work, loss of business, attorney's fees, or other indirect or consequential damages or losses of any kind shall be paid to the Contractor. –»

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits as set forth in Exhibit B ~~not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.~~

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits as set forth in Exhibit B ~~not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits as set forth in Exhibit B ~~not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.~~

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits as set forth in Exhibit B ~~not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«N/A »

§ 14.5 Other provisions:

«14.5.1 Construction Manager shall, at all times, keep the Work free of liens arising out of the Work for which Construction Manager has been paid. If any such liens are filed, Construction Manager shall, within 14 days after such filing, either,

(a) Satisfy such lien, or

(b) Post a bond in an amount equal to 150% of the amount of such lien.”

14.5.2 If this Agreement is governed by the laws of any of the following states, the following provisions shall be applicable thereto, and shall control over any other provisions of this Agreement which are inconsistent therewith:

California License Requirements. Contractors and Construction Managers are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors (or Construction Managers) if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

»

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- 1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- 3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- 4 AIA Document A133™-2019, Exhibit C, Construction Manager’s Personnel and Labor Billing Rates
- 4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

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.6 Other Exhibits:

(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234–2019 incorporated into this Agreement.)

« »

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«Benjamin Reeves »«City Manager »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Matt Hillis »«Vice President of Construction- »

(Printed name and title)

DRAFT AIA® Document A133® – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year «2024», is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

«Draft»
«Indianola Public Safety and City Hall »

THE OWNER:
(Name, legal status, and address)

«City of Indianola
110 N. 1st Street
Indianola, IA 50125 »« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Ryan Companies US, Inc.
111 East Grand Avenue
Suite #200
Des Moines, IA 50309 »« »
« »

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Benjamin Reeves »«City Manager »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Matt Hillis »«Vice President of Construction »
(Printed name and title)

DRAFT AIA® Document A133® – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year «2024–»
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«Draft»
«Indianola Public Safety and City Hall »

THE OWNER:
(Name, legal status, and address)

«City of Indianola
110 N. 1st Street
Indianola, IA 50125 »« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Ryan Companies US, Inc.
-111 East Grand Avenue
Suite #200
Des Moines, IA 50309»« »
« »

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [☒] § B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

- [☐] § B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment ~~and thereafter upon renewal or replacement of such coverage~~ until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. Commercial General Liability Insurance carried by the Construction Manager shall contain a deductible of \$250,000. Professional and pollution insurance carried by Construction Manager shall contain a self-insured retention of \$250,000. ~~The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.~~

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner and any other person or party as required by Owner hereunder (Owner Insured Parties-€) ~~as the Architect, and the Architect's consultants~~ as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and the Owner Insured Parties as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, ~~and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Five Million Dollars » (\$ «5,000,000 ») each occurrence, «Five Million Dollars » (\$ «5,000,000 ») general aggregate, and «Five Million Dollars » (\$ «5,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 ~~Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.~~
- .8 Claims related to roofing, if the Work involves roofing.
- .9 ~~Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.~~
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than «Five Million Dollars » (\$ «5,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies ~~are provided on a follow-form basis, result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than «One Million dollars » (\$ «1,000,000 ») each accident, «One Million Dollars » (\$ «1,000,000 ») each employee, and «One Million Dollars » (\$ «1,000,000 ») policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Five Million Dollars » (\$ «5,000,000 ») per claim and «Five Million Dollars » (\$ «5,000,000 ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than «Five Million Dollars » (\$ «5,000,000 ») per claim and «Five Million Dollars » (\$ «5,000,000 ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «Five Million Dollars » (\$ «5,000,000 ») per claim and «Five Million Dollars » (\$ «5,000,000 ») in the aggregate.

~~§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») per claim and «Five Million Dollars » (\$ «5,000,000 ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [☒] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with*

the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [« »] § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.
- [« X »] § B.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- [« »] § B.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

5% of the value of the contract

Performance Bond

5% of the value of the contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« The Owner’s special insurance terms (“Special Insurance Terms”) are attached hereto as Exhibit B-1 and to the extent that same are inconsistent with the either the A-133, 201 or any Exhibits thereto, the terms of the Special Insurance Terms shall prevail. »



MEMORANDUM

To: Mayor and City Council
From:
Date: June 17, 2024
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments:

1.	Res 2024- approving salaries
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City of Indianola
RESOLUTION NO 2024-

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:

Erica Knupp to Seasonal Park Maintenance: Flowers, Buxton Park, \$13.00/hour, effective May 30, 2024; and

Ryen Blosser, Seasonal Lifeguard Year 2 to WSI Certified, \$13.25/hour, effective June 16, 2024; and

Chloey Hart, Seasonal Lifeguard Year 1 to WSI Certified, \$12.75/hour, effective June 16, 2024; and

Emma Mozak, Seasonal Lifeguard Year 2 to WSI Certified, \$13.25/hour, effective June 16, 2024; and

Reed Robbins, Seasonal Lifeguard Year 1 to WSI Certified, \$12.75/hour, effective June 16, 2024; and

MyLisa Thompson, Full-time IT Tech. Services Specialist, to 4D, \$67,402.23/year (includes \$300/year longevity), effective July 28, 2024.

BE IT FURTHER RESOLVED that the city staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Roxanne Stotler, Senior Budget Analyst
Date: June 17, 2024
Subject: Receive and file the May 2024 Treasurer's Report.

Introduction: The City Council requested budget-to-actual expenditure percentages with the Treasurer's Report each month, as well as explanations for any large variances.

Background: As of May 2024, funds should have expended approximately 92% of their budgets. Percentage variances greater than 92% and lower than 30% will be explained further. In addition, funds with negative balances will also be explained in greater detail.

Discussion: Funds 142 (Parks and Rec Special Revenue), 177 (Police Forfeiture), 321 (Capital Projects – Streets), 340 (CH/Public Safety Building), 670 (Recycling) and 680 (Indianola Wellness Campus) are currently over the 92% benchmark. Fund 177 will not have any further expenditures through the Fiscal Year. Funds 340, 670 and 680 will be corrected with the 3rd budget amendment. Fund 142 is slightly over budget, but it is grouped with Culture and Recreation on the Department of Management form. Overall, the Culture and Recreation function will not be over budget. Fund 321 will have budgeted dollars transferred into the fund by the end of the fiscal year.

Funds 125 (TIF), 324 (South K Street), and 791 (Sewer Revenue Bonds) are currently under 30%. Fund 125 and Fund 121 (LOST) will have funds transferred into 200 (Debt Service) in June 2024. The remaining funds will not have funds until June 2024.

For reference, interest payments for Debt Service (Fund 200) are made annually in December and June; and principal payments are made only in June. We recently made the June 2024 interest/principal payments.

Lastly, Funds 340 (City Hall/Public Safety Building), 680 (Wellness Campus), 791 (Sewer Revenue Bonds) and 860 (Facilities Maintenance) will have monies transferred into the funds before the end of FY24 to correct the negative balances.

Budget Impact: The funds over the projected expenditure benchmark of 92% have the following reasons: adjustments currently on the 3rd budget amendment, overall function will not be over budget at the end of the year and budgeted dollars will be transferred into the fund. The funds that have expenditures below 30% have valid reasons for the delays in expenditures and could not foresee the delay in invoicing. Further, the funds that are currently in the negative are projected to be brought into the positive before the end of the fiscal year.

Recommendation: Receive and file by simple motion.

Attachments:

1.	May 2024 Treasurer's Report
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**FINANCIAL REPORT
MONTH OF MAY 2024**

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance	Revenue Percent	Expense Percent
001 General Government	2,881,467.18	325,211.97	292,659.31	63,460.74	-	2,977,480.58	112.6%	74.2%
011 Police	1,998,725.49	117,464.20	322,921.97	16,005.88	-	1,809,273.60	84.6%	80.8%
015 Fire	84,361.91	30,695.11	54,489.60	1,962.75	-	62,530.17	90.9%	72.6%
016 Ambulance	405,231.26	123,684.48	181,563.18	3,568.63	-	350,921.19	97.9%	77.0%
041 Library	378,386.70	71,009.17	70,395.54	1,249.02	-	380,249.35	86.9%	75.2%
042 Park & Recreation	920,859.84	109,552.67	134,433.35	2,141.17	-	898,120.33	87.0%	75.6%
045 Memorial Pool	97,541.76	30,678.69	26,303.23	-	-	101,917.22	80.0%	73.9%
099 Franchise Fee-MEC	692,383.39	85,944.05	-	-	-	778,327.44	65.1%	0.0%
GENERAL FUND SUB-TOTAL	7,458,957.53	894,240.34	1,082,766.18	88,388.19	-	7,358,819.88		
-	-	-	-	-	-	-	-	-
110 Road Use Tax (Streets)	2,113,236.39	180,889.67	137,393.34	-	23,590.16	2,133,142.56	91.7%	55.8%
112 Trust & Agency	1,147,096.64	132,060.37	-	-	17,843.14	1,261,313.87	96.7%	54.9%
121 Local Option sales Tax	1,979,377.98	205,757.50	-	-	-	2,185,135.48	85.4%	0.0%
125 TIF	7,500,270.61	119,829.20	-	-	-	7,620,099.81	127.4%	27.0%
141 Library Special Revenue	64,893.90	4,010.58	4,011.06	-	-	64,893.42	48.4%	30.2%
142 Park & Rec Special Revenue	78,316.46	-	258.06	-	-	78,058.40	100.0%	100.5%
160 Downtown Revolving Loan	103,340.43	-	-	-	-	103,340.43	0.0%	64.0%
161 Downtown BIZ Program	79,779.36	-	-	-	-	79,779.36	76.5%	68.1%
177 Police Forfeiture	-	-	-	-	-	-	0.0%	100.0%
SPECIAL REVENUE SUB-TOTAL	13,066,311.77	642,547.32	141,662.46	-	41,433.30	13,525,763.33		
-	-	-	-	-	-	-	-	-
200 DEBT SERVICE (SUB-TOTAL)	651,778.43	51,377.00	5,268.00	-	-	697,887.43	25.5%	11.0%
-	-	-	-	-	-	-	-	-
301 Capital Projects (General)	619,026.75	-	4,669.64	-	-	614,357.11	1.1%	51.7%
321 Capital Projects (Streets)	1,169,082.53	-	-	-	-	1,169,082.53	0.3%	129.0%
322 Downtown Square Streetscape	632,232.60	-	378.00	-	-	631,854.60	99.5%	74.6%
323 Hillcrest Ave Improvements	2,710,110.54	-	388,567.70	-	-	2,321,542.84	88.0%	62.1%
324 K Street Improvements	3,002,329.53	-	-	-	-	3,002,329.53	0.0%	15.2%
340 CH/Public Safety Building	(35,012.38)	10,672.11	35,546.03	-	-	(59,886.30)	109.6%	97.0%
353 Community Redevelopment (D&D)	3,463.48	-	-	-	-	3,463.48	0.0%	83.3%
354 Industrial Park Improvements	520,200.22	-	-	-	-	520,200.22	100.0%	89.2%
CAPITAL PROJECTS SUB-TOTAL	8,621,433.27	10,672.11	429,161.37	-	-	8,202,944.01		
-	-	-	-	-	-	-	-	-
541 LIBRARY ENDOWMENT FUND	57,924.11	1,412.16	-	-	-	59,336.27	0.0%	0.0%
-	-	-	-	-	-	-	-	-
610 Sewer	854,922.51	-	187,692.48	187,500.00	44,871.56	809,858.47	91.7%	81.2%
650 Stormwater Utility	1,568,486.49	58,619.07	7,714.11	-	1,250.00	1,618,141.45	129.0%	15.7%
670 Recycling	196,577.52	38,061.45	30,764.16	-	833.33	203,041.48	99.4%	94.2%
680 Indianola Wellness Campus	(195,606.47)	100,907.77	120,793.09	-	-	(215,491.79)	97.5%	102.4%
681 Indianola Wellness Campus-Capital	452,327.20	-	-	-	-	452,327.20	100.0%	0.0%
710 Sewer Capital Projects	2,773,864.40	396,917.39	-	-	187,500.00	2,983,281.79	87.0%	37.7%
771 Sewer Reserve	114,238.70	-	-	-	-	114,238.70	0.0%	0.0%
781 WRRF Construction	1,424,751.57	121,019.61	295,417.35	-	-	1,250,353.83	100.0%	35.6%
791 Sewer Revenue Bonds	(7,043.70)	-	-	-	-	(7,043.70)	0.0%	20.8%
820 Health Insurance	2,973,708.73	145,930.81	125,439.18	-	-	2,994,200.36	114.3%	112.0%
830 Health Reimbursement Accounts	483.41	-	-	-	-	483.41	99.9%	0.0%
840 Flex/STD	36,974.13	-	15.30	-	-	36,958.83	78.8%	42.1%
850 Liability Insurance Reserve-City	1,303.91	-	-	-	-	1,303.91	0.0%	0.0%
860 Facilities Maintenance	(89,601.39)	-	8,608.48	-	-	(98,209.87)	0.0%	0.0%
890 ISF Vehicles and Equipment	311,529.14	-	318,835.62	34,426.93	-	27,120.45	100.0%	0.0%
CITY UTILITY & ISF SUB-TOTAL	10,416,916.15	861,456.10	1,095,279.77	221,926.93	234,454.89	10,170,564.52		
City Funds Subtotal	40,273,321.26	2,461,705.03	2,754,137.78	310,315.12	275,888.19	40,015,315.44		
IMU Funds Subtotal	(1,527.24)	-	-	-	-	(1,527.24)		
GRAND TOTAL CITY FUNDS	40,271,794.02	2,461,705.03	2,754,137.78	310,315.12	275,888.19	40,013,788.20		
Clerk's Balance						40,013,788.20		
Investments	\$ 27,229,132.17							
Bankers Trust	\$ 126,148.10							
Iowa Public Agency Inv. Trust	\$ -							
Payroll Account, TruBank	\$ 110,037.37							
Checking Account, TruBank	\$ 11,681,328.29							
Sweep Account, TruBank	\$ 25,840.40							
Indianola Hometown Pride, TruBank	\$ 904,283.43							
Indianola EMS - TruBank								
	40,076,769.76					40,076,769.76		
BANK BALANCE								
Plus Outstanding Checks						\$ 64,554.38		
Minus Outstanding Deposits						\$ (1,818.82)		
Bank Adjustment								
Book Adjustment						\$ 246.00		

Water	155.00	-	-	-	-	155.00
600 IMU Administration	(1,682.24)	-	-	-	-	(1,682.24)
620 Revolving Economic Development	-	-	-	-	-	-
625 USDA RLF	-	-	-	-	-	-
626 Electric	0.00	-	-	-	-	0.00
630 Fiber/Communications	-	-	-	-	-	-
640 Water Capital Projects	-	-	-	-	-	-
700 Electric Capital Projects	132.05	-	-	-	-	132.05
730 Fiber/Comm Capital Projects	(132.05)	-	-	-	-	(132.05)
740 IMU SUB-TOTAL	-1,527.24	0.00	0.00	0.00	0.00	-1,527.24

INTEREST DISTRIBUTION			INTEREST	YTD
		% OF TOTAL	INCOME	Interest
General Fund (Non-Program 9500)	001-9500-43000	74.00%	\$ 104,498.94	\$ 869,524.26
TIF (Fund 125)	125-5200-43000	15.00%	\$ 21,182.22	\$ 176,254.93
Library Endowment Fund (Fund 541)	541-4100-43000	1.00%	\$ 1,412.15	\$ 11,749.65
Sewer (Fund 710)	710-8300-43000	2.00%	\$ 2,824.30	\$ 23,500.65
Health Insurance	820-9300-43000	8.00%	\$ 11,297.18	\$ 94,002.62
TOTAL		100.00%	\$ 141,214.78	\$ 1,175,032.11



MEMORANDUM

To: Mayor and City Council

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

Date: June 17, 2024

Subject: Approval of the reappointment of Lindsay Capps to the Indianola Wellness Campus Board of Trustees for a term beginning July 1, 2024, and ending July 1, 2027.

Recommendation: Roll call is in order.

Attachments:

1.	Lindsay Capps 2024 Reappointment Application
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City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. State law requires political subdivisions to make a good faith effort to balance appointive boards, commissions, committees, and councils authorized by the Code of Iowa according to gender by January 1, 2012, and each year thereafter. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday. The applicant's qualifications may be discussed during the public meeting.

To be considered, individuals must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

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

Personal Information

Name: Lindsay Capps (Dean)		Today's Date: 06/05/2024
Street Address: 13740 Kennedy St.		
City, State, Zip: Indianola		Years Resided in Indianola: 41
Email: Lindsay.s.capps@gmail.com		
Home Phone: 515-681-3379	Cell Phone: 515-681-3379	Work Phone: 515-961-7435
Occupation: Physical Therapist		
Gender: Female	Age (Optional): 41	Race (Optional): White
Have you previously volunteered on a City Board, here or elsewhere? Yes		
Board Name: Indianola Wellness Campus	Years Served: 1	City: Indianola
Application for (Name of Board/Commission or Committee): Indianola Wellness Campus Board of Trustees		
Why do you want to serve on this Board/Commission or Committee? I have served on the Indianola Wellness Campus Board of Trustees for one year. I would like to continue to serve on this board. I have lived in Indianola all of my life and have many connections within the community. I worked for Parks and Recreation when I was in high school. I have been a Physical Therapist in Indianola for 14 years. I am very passionate about my own health and wellness, as well as our community.		
What will you contribute to this Board/Commission or Committee? I worked at the Indianola YMCA as a physical therapist and also as a cycling instructor. I have experiences from the past, as well as dreams for the future. I believe I bring a unique skill set to the team to assist in making decisions that will benefit our community.		

Boards, Commissions and Committees

☐	Board of Adjustment/Appeals meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. The City Council appoint this Commission.
☐	Bravo is comprised of local governments to provide funding and leadership to the arts, culture and heritage community. One Indianola resident can serve on the Board of Directors of Bravo under the intergovernmental agreement between the City of Indianola and Bravo.
☐	Civil Service Commission meets on-call. The Commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The Commission consists of three members that serve 4- year terms.
☐	Downtown Square Commission consists of property owners, business owners and residents in the Downtown Square area. This Commission is responsible for recommending sidewalk and street use permits, street closure permits and reviewing façade grant applications. The Commission consists of 9 members who serve 3-year terms. The City Council appoint commission members.
☐	Hometown Pride Committee meets once a month. The Committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
☐	Human Relations Commission fosters the use of the procedures and programs of the Iowa Civil Rights Commission and increases awareness, understanding and appreciation of diversity, equity and inclusion within the community. The Commission consists of 7 members who serve 3-year terms.
☐	IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
☐	Indianola Public Arts Commission is comprised of 7 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the 4 th Thursday of the month.
☒	Indianola Wellness Campus Board of Trustees consists of 7 members appointed by the Mayor. This board adopts rules, policies and regulations governing the use of the facility to foster recreational and wellness activities for the community. They meet monthly at the campus.
☐	Library Board of Trustees meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving 6-year terms.
☐	Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This Commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The Commission consist of six members serving 3-year terms.
☐	Planning and Zoning Commission meets the second and fourth Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The Commission consists of 9 members who serve 5-year terms. The City Council appoint this Commission.
☐	Sustainability Committee educates, informs, and encourages clean, renewable energy, conserving resources, reducing waste, encouraging recycling and promoting access to nature. The Committee meets the first Thursday of the month at 5:00 p.m.. The City Council appoints committee members.
☐	Veterans Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The Commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.

Lindsay S. Capps

Lindsay S. Capps
13740 Kennedy St.
Indianola, IA 50125
515-681-3379
Lindsay.S.Capps@gmail.com

June 5, 2024

Dear Indianola City Council:

I am writing to express my interest in being part of the Indianola Wellness Campus Board of Trustees. I am very passionate about health and wellness and would bring a variety of information and knowledge to this board. I have worked as a physical therapist in Indianola for the past 14 years.

Another reason I am interested in this position is my desire to continue to develop my skills in the area of team collaboration. I have experience with management and also with marketing in my past positions.

Please feel free to call or email me anytime. My personal cell phone number is: 515-681-3379 and my email is: Lindsay.s.capps@gmail.com

Sincerely,

Lindsay S. Capps

Lindsay S. Capps

Lindsay S. Capps

Address: 13740 Kennedy St.
Indianola, IA 50125

Phone: (515) 681-3379
Email: Lindsay.s.capps@gmail.com

SUMMARY

I am passionate about the management, collaboration and team work required to manage a patient's care. I am a dedicated worker with a variety of experiences in the field of physical therapy and healthcare. I am also excellent in time management and process improvement. I have experience in public speaking about health topics to various groups of people.

SKILLS

- Time management and proficiency
- Team training and supervision
- Empathetic and patient
- Physical therapy background
- Highly organized
- Passionate about process improvement

EDUCATION

Doctor of Physical Therapy

May 2010

Des Moines University - Des Moines, IA

Bachelor of Science, Exercise and Sport Science

August 2005

Iowa State University – Ames, IA

EXPERIENCE

21st Century Rehab - Indianola

October 2020 - present

-Physical Therapist

Community Health Partners (@ YMCA)

May 2017 – October 2020

- Physical Therapist/Aquatic Therapist

YMCA of Greater Des Moines

Nov. 2015 – May 2017

- Physical Therapist/Aquatic Therapist

Accelerated Rehab/Athletico Indianola

July 2010 – Nov. 2015

– Facility Manager/Physical Therapist

Mercy Clinics Inc. – Physical Therapy Technician

October 2006 – August 2007

Scottish Rite Park – Assistant Wellness Director

March 2006 – October 2006

Campus Crusade for Christ – Student Intern

August 2005 – April 2006

Mercy Hospital Cardiac Rehab – Student Intern

May 2005 – August 2005

Indianola Swimming – Assistant Coach

May 2004 – November 2006



MEMORANDUM

To: Mayor and City Council
From: Roxanne Stotler, Senior Budget Analyst
Date: June 17, 2024
Subject: Fiscal Year 24 Budget

Introduction: Public Hearing and Resolution for Third Amendment to FY2024 Budget

Background: Budget amendments are often necessary throughout the City's fiscal year due to unforeseen changes and circumstances. The City Council will consider amending the City's annual fiscal budget due to such changes. A public hearing must be held prior to the Council considering a resolution authorizing the amendment to hear public comments on the amendment. Notice of the public hearing must be published in a newspaper of general circulation 10 to 20 days prior to the hearing.

Discussion: The City Council will be considering the third amendment to the FY2024 budget for the reasons listed below. First, a public hearing will need to be held. The notice of public hearing was published in the Indianola Record Herald on Tuesday, June 4, 2024. This amendment was initiated from a scrivener's error on the 2nd amendment in business type/enterprise activities.

Expense

- Capital Projects - \$340,000 – Maintenance expense for the Howard Street City Building (Regions Bank) and additional engineering costs for the City Hall project
- Business Type/Enterprise Activities - \$1,088.563 – Franklin Sewer Project, Facilities Division with employee's pay and benefits, Quail Meadows Lift Station Generator, increased IWC expenses, moved budget from Vehicle Fund 190 to Vehicle Fund 890

There are other adjustments within the business type/enterprise activities (internal service funds); the above explanations are the larger changes in this budget amendment.

Budget Impact: Overall, the third budget amendment reflects a 2% change to the overall budget. The changes are needed to ensure that the city finances are within budget during the remainder of the fiscal year.

Recommendation: Approval of the Resolution by Roll Call Vote.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: June 17, 2024
Subject: Public hearing regarding an amendment to the Fiscal Year 24 budget.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Resolution approving the third amendment to the Fiscal Year 24 budget.

Recommendation: Roll call is in order.

<u>Attachments:</u>	1.	Res 2024- Approve 3rd Budget Amendment FY24
	2.	PH Notice 3rd Amendment

City of Indianola
RESOLUTION NO 2024-

**RESOLUTION APPROVING THE THIRD AMENDMENT
TO THE CITY OF INDIANOLA FISCAL YEAR 2024 BUDGET**

WHEREAS, the City of Indianola needs to amend the Fiscal Year 24 budget; and

WHEREAS, a detailed amendment is attached; and

WHEREAS, a hearing on the amendment was held June 17, 2024, with notice published on June 4, 2024, in the Indianola Record Herald.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the attached amendment to the Fiscal Year 24 budget is approved and the Mayor and City Clerk are authorized to sign the amendment on behalf of the City.

Passed and approved this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of INDIANOLA				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of INDIANOLA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 6/17/2024 06:00 PM		Contact: Roxanne Stotler		Phone: (515) 962-5246
Meeting Location: 110 N 1st City Council Chambers Indianola, IA 50125				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	8,857,026	0	8,857,026
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	8,857,026	0	8,857,026
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,500,000	0	1,500,000
Other City Taxes	6	3,019,798	0	3,019,798
Licenses & Permits	7	356,865	0	356,865
Use of Money & Property	8	1,264,874	0	1,264,874
Intergovernmental	9	6,043,692	0	6,043,692
Charges for Service	10	36,109,804	0	36,109,804
Special Assessments	11	13,951	0	13,951
Miscellaneous	12	1,749,006	0	1,749,006
Other Financing Sources	13	268,445	0	268,445
Transfers In	14	9,100,487	0	9,100,487
Total Revenues & Other Sources	15	68,283,948	0	68,283,948
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	9,484,417	0	9,484,417
Public Works	17	2,334,960	0	2,334,960
Health and Social Services	18	0	0	0
Culture and Recreation	19	3,015,094	0	3,015,094
Community and Economic Development	20	508,500	0	508,500
General Government	21	2,226,397	0	2,226,397
Debt Service	22	3,661,721	0	3,661,721
Capital Projects	23	9,383,354	340,000	9,723,354
Total Government Activities Expenditures	24	30,614,443	340,000	30,954,443
Business Type/Enterprise	25	41,309,124	1,088,563	42,397,687
Total Gov Activities & Business Expenditures	26	71,923,567	1,428,563	73,352,130
Transfers Out	27	9,100,487	0	9,100,487
Total Expenditures/Transfers Out	28	81,024,054	1,428,563	82,452,617
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-12,740,106	-1,428,563	-14,168,669
Beginning Fund Balance July 1, 2023	30	47,236,517	0	47,236,517
Ending Fund Balance June 30, 2024	31	34,496,411	-1,428,563	33,067,848
Explanation of Changes: To correct a scrivener's error in the FY24 2nd Amendment in business type/enterprise expenditures (the reasons for adjustments were explained in the amendment #2) and to account for needed maintenance expense of the Howard Street City Building				



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Deputy City Manager Development and Operations
Date: June 17, 2024
Subject: Hearing regarding a nuisance at 911 North C Street.

Introduction:

Background: On May 24, 2024, the Community Development Department received a request for a hearing in writing, in accordance with Section 50.08 of the Code of Ordinances of Indianola, Iowa, regarding an alleged violation at 911 North C Street. Section 50.08 states, "Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists, and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances."

On April 22, the Community Development Department received an anonymous complaint regarding junk, junk vehicles, and brush. Upon inspection on May 16, the code enforcement officer noted there was tall grass and weeds, junk appliances, a dumpster, junk truck and brush piles on the property located at 911 North C Street. On May 16, a letter was sent by first class and certified mail to the property owner.

On June 3, 2024, the City Council set a hearing on this matter at the June 17 City Council meeting. The property owner was notified by first class and certified mail of the hearing date on June 4, 2024.

Discussion: The Council shall conduct a hearing on this matter. The hearing shall be conducted in the following manner:

1. The Mayor directs staff to present the case.
2. Once staff has finished, the Mayor asks the City Council if there are any questions for staff.
3. Once all questions have been reviewed, the Mayor then allows the property owner to present their case.
4. Once the property owner is finished, the Mayor asks the City Council if there are any questions for the property owner.
5. The Mayor allows the property owners to make a closing statement.
6. After the property owner has made a closing statement, the Mayor will close the case to any further comments from staff or the property owner.
7. The Mayor will ask the City Council to discuss the matter. During this period, the City Council may direct further questions to the staff and the property owner.
8. Once the City Council has concluded their discussion, the Mayor will ask for a motion. The motion can be any of the following:

1. The City Council of Indianola, Iowa finds that a nuisance exists at 911 North C Street by way of a violation of Chapter 50 and 51 of the Code of Ordinances of Indianola, Iowa, regarding weeds, grass, brush, junk and junk vehicles and orders the nuisance be abated within seven (7) days.
2. The City Council of Indianola, Iowa finds that a nuisance does not exist at 911 North C Street.
3. The City Council of Indianola, Iowa continues the hearing to 6 PM on Monday, July 1, requesting further information from staff and/or the property owner.
9. The motion may be changed through an amendment. If no amendments are proposed, and the discussion has ended, the Mayor calls for a vote by roll call and the City Clerk calls each name, and the vote is recorded.
10. Once the City Clerk has completed the roll call vote, the Mayor announces the results.

Budget Impact:

Recommendation:

Attachments:

1.	Case2024-123
2.	May 16 Photo 1
3.	May 16 Photo 2
4.	May 16 Photo 3
5.	May 16 Photo 4
6.	Code Enforcement Notice of Violation (3)
7.	Hearing Request
8.	Appeal Notice

Code Enforcement

Complaint

CASE-2024-123

Created

April 22, 2024

Amount Paid

\$0.00

Number

CASE-

2024-123

911 N C ST

Submitted on 4/22/2024



Parcel search Completed On Monday, April 22, 2024 at 12:39 PM CDT by Anonymous



ParcelID	Address	City	OwnerName	Acres
48140160010	911 N C ST	INDIANOLA	BACKSTROM, NILS (Deed)	0.000

Complainant Information Completed On Monday, April 22, 2024 at 12:41 PM CDT by Anonymous

Complainant Information

Name

Address

Phone Number

Email Address

Issue/Problem Information

Type of Complaint

Other Complaint

Details of Your Complaint

House has been vacant for several months. Dumpster full of junk has been in the driveway since last fall, abandoned truck in the rear portion of the yard has been in the grass since last fall, random brush piles throughout the yard that have gone untouched since last fall. Previous property owner passed away, and I wasn't going to say anything, but when they didn't even take advantage of the free appliance drop-off this weekend, it seems to me as they're not serious about getting this mess cleaned up.



Please upload any pictures or other attachments

Property Information

Location Address or describe location

911 N C ST

City

INDIANOLA

Zip

50125

Parcel ID

48140160010

Zone

R-1 Single-Family Residential Detached Zoning District

Legal Description

24-76-24 COLLEGE ADD LOT 1 BLK 16

Subdivision

Lot

Block

Frequently used sketch tools. Holding the mouse over the tools on the left will describe them:

- The "draw a point" tool will place an X on the map;
- Will let you "add text" to the map;
- Arrow to select items to move or rearrange;
- The ruler is a measure tool that will draw a line and show the distance.

Optional - Use Interactive Map to provide site information

- ☒ Sketch Layer
- ☐ Reference Layer
- ☒ Mapproxy



Powered by Esri

Check this box if entered in by City Staff

Click **NEXT** to submit this to the City for review.

Complaint Review Completed On Tuesday, April 23, 2024 at 8:43 AM CDT by Mchadwick

Location Address or describe location

911 N C ST

Details of Your Complaint

House has been vacant for several months. Dumpster full of junk has been in the driveway since last fall, abandoned truck in the rear portion of the yard has been in the grass since last fall, random brush piles throughout the yard that have gone untouched since last fall. Previous property owner passed away, and I wasn't going to say anything, but when they didn't even take advantage of the free appliance drop-off this weekend, it seems to me as they're not serious about getting this mess cleaned up.

Action

Nuisance

Code Enforcement Review Email Completed On Tuesday, April 23, 2024 at 8:43 AM CDT by Mchadwick

RESEND EMAIL

Delivered on Tuesday, April 23, 2024 at 8:43 AM CDT

Options

- Send to the applicant? No
- Send to members of the following roles:
- Code Enforcement Officer

Recipients

To:

kmichels@indianolaiowa.gov

mvisser@indianolaiowa.gov

Subject: Nuisance Issue

A complaint type has been issued. Please login to process this complaint.

Number:

248792

Workflow:

Code Enforcement Complaint

Description:

911 N C ST

Created On:

4/22/2024

[View Application](#)

Confirm Violation Code Enforcement Completed On Thursday, May 16, 2024 at 1:44 PM CDT by Visser

Location Address or describe location

911 N C ST

Details of Your Complaint

House has been vacant for several months. Dumpster full of junk has been in the driveway since last fall, abandoned truck in the rear portion of the yard has been in the grass since last fall, random brush piles throughout the yard that have gone untouched since last fall. Previous property owner passed away, and I wasn't going to say anything, but when they didn't even take advantage of the free appliance drop-off this weekend, it seems to me as they're not serious about getting this mess cleaned up.



Is there a violation?

Yes

Violation Information Code Enforcement Completed On Thursday, May 16, 2024 at 2:23 PM CDT by Visser

Date Case Established

05/16/2024

Date of Notice

05/16/2024

Compliance Deadline

05/30/2024

Location Address or describe location

911 N C ST

Parcel Owner Name

BACKSTROM, NILS (Deed)

Mailing Address

911 N C ST

City, State, Zip

INDIANOLA, IA 50125

Violation Section Code List

Section 50.02(4) Garbage Trash and Refuse

Section 50.02(5) Junk and Debris

Section 50.02(12) Weeds grass or brush

Section 51.02 Junk and Junk Vehicles

Other Violation Description ⓘ



Remedy Description ⓘ

Remove tall grass AND weeds
Remove appliances AND dumpster
Remove or properly store junk truck
Remove brush piles



Upload any pictures or other information in regard to this violation

IMG_1502.JPG

IMG_1503.JPG

IMG_1504.JPG

IMG_1505.JPG

Was a door hanger left?

No

Staff Name

Mike Visser

Compliance Follow-up Calendar Event Code Enforcemet Completed On Thursday, May 16, 2024 at 2:23 PM CDT by Visser

Delivered on Thursday, May 16, 2024 at 2:23 PM CDT

Options

Send to the applicant? No

Recipients

To:

mvisser@indianolaiowa.gov

Subject: Compliance Follow-up for 911 N C ST

Follow-up on this violation is due by 05/30/2024. Please follow-up and complete this request in GeoPermits.

Number:

CASE-2024-123

Workflow:

Code Enforcement Complaint

Description:

911 N C ST

Created On:

4/22/2024

[View Application](#)

Code Enforcement Notice of Violation Completed On Thursday, May 16, 2024 at 2:23 PM CDT by Visser

[Code Enforcement Notice of Violation](#)

External Notes

Appeal Request and Appeal Notice Attached

Documents

- [0586_001.pdf](#)
- [Appeal Notice.pdf](#)
- [Res 2024-117 Set Nuisance Hearing_911 North C.pdf](#)

Internal Notes

Documents











City of Indianola, Iowa
Community Development
Department
110 North First Street
Indianola, Iowa 50125
Phone (515) 961-9430

CITY OF INDIANOLA, IOWA

VS.

VIOLATOR: BACKSTROM, NILS (Deed)

NOTICE OF VIOLATION

Date Case Established:

05/16/2024

Case Number:

CASE-2024-123

Date of Notice:

05/16/2024

Compliance Deadline:

05/30/2024

BACKSTROM, NILS (Deed)
911 N C ST
INDIANOLA, IA 50125

Notice of Violation:

You are hereby notified that, upon an inspection of property under your ownership located at 911 N C ST and legally described as 24-76-24 COLLEGE ADD LOT 1 BLK 16, the following violation(s) were identified:

Violation(s):

Section 50.02(4) Garbage Trash and Refuse, Section 50.02(5) Junk and Debris, Section 50.02(12) Weeds grass or brush, Section 51.02 Junk and Junk Vehicles

To comply with City Code, the following corrective actions shall be taken:

Remove tall grass AND weeds
Remove appliances AND dumpster
Remove or properly store junk truck
Remove brush piles

If the above-described violation is not abated as directed, and no request for hearing is made within 7 days from the date of this notice, the City of Indianola may issue a municipal infraction to the property owner, as set forth in Chapter 4 of Code of Ordinances of the City of Indianola, Iowa, or may perform the required action to abate the violation. If the City preforms the required action to abate the violation, a statement of the total expense incurred will be sent to the property owner. If the amount shown by the statement has not been paid within one month, the City shall certify the costs to the Warren County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

Any person ordered to abate a nuisance may have a hearing with the Indianola City Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Indianola City Clerk within seven (7) days from the date of this notice, or it will be conclusively presumed that a nuisance exists, and it must be abated as ordered. The hearing will be before the Indianola City Council at a time and place fixed by the Indianola City Council. The findings of the Indianola City Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.


Indianola Code Enforcement Officer
mvisser@indianolaiowa.gov
Page 488 of 534

5/24/2024

I Nils Backstrom

Request a hearing regarding Notice of Violation

Case Number 2024-123 at the address

04 811 North C Street

Indianola, IA 50125





June 4, 2024

Nils Backstrom
911 N C St
Indianola IA 50125

Dear Mr. Backstrom,

At your request, the City Council has set a hearing date regarding the alleged nuisance violation of Case 2024-123. The hearing will take place on **June 17, 2024, at 6:00 PM**. The location of the hearing will be in the **Indianola City Council Chambers, located at 110 North 1st Street**. You or your representative shall attend the hearing. The hearing will be before the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

The City of Indianola is committed to making its meetings accessible to everyone. If you require an accommodation or service to fully participate in the hearing, please contact me at (515) 962-5276 or at cdissell@indianolaiowa.gov at least one (1) day prior to the event.

If you have any questions regarding this letter, please do not hesitate to contact me.

Regards,

Charlie E. Dissell, AICP
Deputy City Manager
Chief of Development and Operations





MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution determining if a nuisance exists at 911 North C Street.

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation:

Attachments:

1.	Res 2024- Nuisance 911 North C
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City of Indianola
RESOLUTION NO 2024-

**RESOLUTION DETERMINING IF A NUISANCE EXISTS
AT 911 NORTH C STREET, INDIANOLA, IOWA**

WHEREAS, on April 22, 2024, the Community Development Department received an anonymous complaint regarding junk, junk vehicles, and brush. on property located at 911 North C Street; and

WHEREAS, upon inspection on May 16, 2024, the code enforcement officer noted there was tall grass and weeds, junk appliances, a dumpster, junk truck and brush piles on the property located at 911 North C Street; and

WHEREAS, On May 16, 2024, a letter was sent by first class and certified mail to the property owner; and

WHEREAS, On May 24, 2024, the Community Development Department received a request for a hearing in writing, in accordance with Section 50.08 of the Code of Ordinances of Indianola, Iowa, regarding an alleged violation at 911 North C Street; and

WHEREAS, on June 3, 2024, the City Council of the City of Indianola set a hearing for this matter to take place on June 17, 2024 at 6:00 P.M.; and

WHEREAS, a hearing for this matter took place on June 17, 2024 at 6 P.M. where the Council heard from City Staff and the property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance exists at 911 North C Street by way of a violation of Chapter 50 and 51 of the Code of Ordinances of Indianola, Iowa, regarding weeds, grass, brush, junk and junk vehicles and orders the nuisance be abated within seven (7) days.

OR

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance does not exist at 911 North C Street.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Deputy City Manager Development and Operations
Date: June 17, 2024
Subject: Resolution approving the preliminary plat of Quail Meadows 5.

Introduction:

Background: Phil Steger is requesting preliminary plat approval for Quail Meadows Plat 5. The preliminary plat shows a total of fifteen (15) residential lots.

Discussion: Subject Property

Phil Steger of Steger Construction Inc. has submitted a preliminary plat application for Quail Meadows Plat 5, located at parcel #486/0704-5000. The preliminary plat shows fifteen (15) residential lots. The property is currently a vacant lot. The property is zoned for the R-2 “*Single-Family Residential Attached*” Zoning District.

To the north of the subject property are two (2) residential lots. To the east exists five (5) residential lots, platted in the Quail Meadows Plat 4 Subdivision. To the south exists a vacant 7.15-acre lot platted in the Summercrest Plat 1 Subdivision, which is anticipated to be developed for additional residential uses. To the west is a vacant 25.7-acre lot zoned for the C-2 ‘Highway Commercial’ Zoning District.

The property fronts along North 8th Court. An Average Annual Daily Traffic (AADT) count from the Iowa Department of Transportation (IDOT) is unavailable at this time.

The property does contain environmentally sensitive features such as heavy woodlands.

Future Land Use

According to the “Elevate Indianola” Comprehensive Plan, the future land use of this area is designated as Community Mixed Use, which guides for low to medium density residential uses, commercial uses such as retail, office, restaurants, bars, and personal/business services, overnight accommodations, automobile-oriented uses if compatibility standards are met, and civic/recreational uses.

Quail Meadows Plat 5 is proposing fifteen (15) residential lots, and proposing an extension of North 7th Street southernly, which would allow for a thorough connection to the parcel to the south, part of Summercrest Plat 1.

Budget Impact:

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

1. All comments provided by staff, in the review comment letter dated May 30, 2024, must be addressed prior to recordation of the plat.

Attachments:

1.	1. Staff Report
2.	2. Application
3.	3. Preliminary Plat
4.	4. Waiver Requests
5.	5. May 30, 2024 - Review Comments
6.	Quail Meadows 5 RESOLUTION



COMMUNITY DEVELOPMENT

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

STAFF REPORT

PLANNING AND ZONING COMMISSION

Date of Meeting: June 11, 2024

Agenda Item: 7.A Consider the request from Phil Steger for recommendation of approval of a preliminary plat for Quail Meadows Plat 5.

Application Type: Preliminary Plat

Applicant/Property Owner: Phil Steger (Steger Construction Inc.)

Property Address/Parcel: Parcel #486/0704-5000

Current Zoning: R-2 '*Single-Family Residential Detached*' Zoning District

Application Summary

Phil Steger is requesting preliminary plat approval for Quail Meadows Plat 5. The preliminary plat shows a total of fifteen (15) residential lots.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

170.05 PRELIMINARY PLATTING PROCEDURE

1. The owner or developer of any tract of land to be subdivided shall cause a preliminary plat to be prepared, a plat of the subdivision containing the information specified herein and shall file twelve (12) copies and an electronic copy with the Clerk
2. Preliminary plats shall be filed with the Clerk at least fifteen (15) days prior to scheduled Commission meetings. Adjoining property owners shall be notified of preliminary plats by first class mail at least ten (10) days prior to Commission meetings.
3. The Clerk shall immediately transmit three (3) copies of the preliminary plat to the Commission for study and recommendation.
4. The commission shall examine the plat as to its compliance with this chapter and the comprehensive plan of the City and shall have thirty (30) days to submit a recommendation to the Council provided that the owner or developer may agree to an extension of time not to exceed sixty (60) days. A copy of the recommendation shall be forwarded to the owner or developer.
5. The Council, upon receipt of the Commission's recommendation, or after thirty (30) days, or any extension thereof shall have passed, shall by resolution grant approval or reject the preliminary plat. If the preliminary plat is rejected, the Council will advise the owner or developer of any changes which are desired or should have consideration before approval will be given. Upon making such changes, the developer may resubmit the preliminary plat for approval by the Commission and the Council. Approval of the preliminary plat by the Council shall constitute approval to proceed with the preparation of the final plat but shall not be deemed approval of the subdivision.

170.09 PRELIMINARY PLAT REQUIREMENTS

The preliminary plat shall contain the following information:

1. A location map showing:
 - A. The subdivision name
 - B. An outline of the area to be subdivided
 - C. The existing streets and public or community utilities, if any, on adjoining property
 - D. North point and scale
2. A preliminary plat of the subdivision drawn to 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, said preliminary plat to show:
 - A. The legal description, acreage, and the name of the proposed subdivision

Agenda Item: 7.A Consider the request from Phil Steger for recommendation of approval of a preliminary plat for Quail Meadows Plat 5.

- B. The name and address of the owner
- C. The name of the person who prepared the plat, and the date thereof
- D. The location of existing lot lines, streets, public utilities, water mains, sewers, drainpipes, culverts, watercourses, bridges, railroads, and buildings in the proposed subdivision
- E. Contours at vertical intervals of not more than two (2) feet, based upon City datum, except that where the slope of the land exceeds twenty-five percent (25%), five (5) foot intervals shall be sufficient.
- F. The location and widths, other dimensions and names of the proposed streets, utility easements and other open spaces or reserved areas.
- G. A statement concerning the location and approximate size or capacity of utilities proposed to be installed.
- H. Tract boundary lines showing dimensions, bearings, angles, and references to known lines or benchmarks.
- I. The names and addresses of adjacent property owners.
- J. Proposed building lines.
- K. Grades of proposed streets.
- L. A cross-section of the proposed streets showing the roadway location, type and width of surfacing, the type drainage and other improvements to be installed.
- M. The location of proposed wells and/or water mains and sewage disposal system if a public or community system is used.
- N. The drainage of the land including proposed storm sewers, ditches, culverts, bridges and other structures.
- O. North point and graphic scale
- P. The location and dimension of sidewalks to be installed.
- Q. Indicate the current Iowa Department of Natural Resources requirement in a note placed on the plat, if applicable
- R. Indicate current flood zones as determined by FEMA with the platted area.

170.11 DESIGN STANDARDS – STREETS

- 1. General Considerations that must comply with the current Iowa Statewide Urban Design Standards for Public Improvements (“SUDAS”).
 - A. The street and alley layout shall provide access to all lots and parcels of land within the subdivision.
 - B. Street jogs of less than 150 feet shall be avoided.
 - C. Cul-de-sacs shall not exceed 700 feet in length.
 - D. New subdivisions shall make provisions for continuation and extension of thoroughfares and collector streets and roads.
 - E. No dead-end streets will be permitted except at subdivision boundaries and in no event shall any dead-end street be in excess of 500 feet.
 - F. Thoroughfare and collector streets in a subdivision shall extend through to the boundaries thereof, unless a terminal point within the subdivision is shown in the master street plan.
 - G. Alleys shall be discouraged in residential areas but shall be provided in commercial and industrial areas unless other suitable public or private access to loading and service areas is provided.
 - H. Intersection of road centerlines shall be between 80 degrees and 100 degrees.
 - I. Intersection of more than two streets at a point shall not be permitted.
 - J. Where parkways or special types of streets are proposed, the Commission may apply special standards for the design of such parkways or streets.
 - K. Proposed streets that are extensions of or in alignment with existing streets shall bear the name of the existing street. Names of new streets shall avoid duplication of or similarity to existing names of streets, or public and semi-public buildings and areas.
 - L. Streets, avenues, places, and courts shall be named in the following manner:

General Direction	Long Streets	Short Streets
North and South	Streets	Courts
East and West	Avenues	Places
Diagonal	Roads	Ways
Curving	Drives	Lanes

- 2. Minimum rights-of-way shall be provided as follows:
 - A. Thoroughfares - 100 feet. In addition, access spacing on thoroughfares is as follows: (i) intersection spacing – 600 foot minimum; (ii) entrance spacing – 300 foot minimum; (iii) separation of entrance from intersection – 150 foot minimum.
 - B. Residential collector streets - 70 feet.
 - C. Commercial collector streets - 80 feet.
 - D. Residential streets - 60 feet.
 - E. Cul-de-sacs - 110 feet in diameter.
 - F. Alleys - 20 feet.
- 3. The minimum width of surfacing to be provided shall be as follows:

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- D. Residential Street – 25 feet or 31 feet within the discretion of the Council.
- E. Cul-de-sacs – 85 feet in diameter.
- F. Alleys – 20 feet.
- G. Sidewalks – 4 feet.

4. Grades. No street grade shall be less than one-half of one percent and shall not exceed the following limits:

- A. Thoroughfare streets – 4 percent.
- B. Collector streets – 6 percent.
- C. Residential streets – 8 percent.

170.13 DESIGN STANDARDS – LOTS

1. All lots shall abut on a street or place. Corner lots which abut on a thoroughfare or collector street shall have a minimum radius of 25 feet at the intersection.
2. Sidelines of lots shall approximate right angles to straight street lines and radial angles to curbed street lines except where a variation will provide better lot layout.
3. Lots with double frontage shall be avoided, except in specific locations where good planning indicates their use. In that event a planting screen shall be provided along the rear of the lot.
4. Corner lots shall not be less than 80 feet in width and interior lots shall not be less than 70 feet in width at the building line.
5. Lot depth shall not exceed two and one-half times the width.
6. No lot shall have less area than required by the Zoning Ordinance for the district in which it is located.

170.14 EASEMENTS

1. Easement not less than 15 feet in width shall be provided along each side of the front yard lot lines of all lots, and in the case of corner lots, the side street yard, and along such other lot liens as may be required by public and private utility companies.
2. Easements of greater width may be required for trunk lines, pressure lines, open drainage courses or high voltage lines and shall be provided as determined by the utility or Council.
3. 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 four 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.

170.15 PARKS, SCHOOL SITES AND PUBLIC AREAS.

In subdividing property, consideration shall be given to suitable sites for schools, parks, playgrounds and other common areas for public use so as to conform to any recommendations of the most current Comprehensive Plan. Any provision for schools, parks and playgrounds should be indicated on the preliminary plan in order that it may be determined when and in what manner such areas will be provided or acquired by an appropriate taxing agency.

170.16 NATURAL DRAINAGE COURSES

Whenever any stream or important surface drainage course is located in an area which is being subdivided, the subdivider shall provide an adequate easement along each side of the stream for the purpose of widening, deepening, sloping, improving or protecting the stream or drainage course.

170.17 EROSION CONTROL (DESIGN STANDARDS)

Methods for controlling soil erosion shall be in accordance with current Iowa Department of Natural Resources Standards and requirements of NPDES permit.

170.19 SANITARY SEWERS

The subdivider shall at the subdivider's expense provide the subdivision with a complete sanitary sewer system including all necessary pumping stations, force mains, pumping equipment and other appurtenances, which shall connect with a sanitary sewer outlet or treatment facility approved by the Council. The sewers shall extend to the subdivision boundaries as necessary to provide for the extension of the sewers by adjacent property. Where sewers in excess of 15 inches in diameter are required, the additional cost shall be borne by the City.

170.20 PROHIBITED DISCHARGE

No storm water, surface water, ground water, roof runoff, swimming pool, subsurface drainage, cooling water or unpolluted water shall be discharged into the City sanitary sewer system. Any such discharge into the City sanitary sewer system shall be deemed a public nuisance and a municipal infraction.

170.21 STORM DRAINS

1. The subdivider shall, at the subdivider's expense, provide the subdivision with adequate drains, ditches, culverts, complete bridges, storm sewers, intakes and manholes to provide the collection and removal of all surface waters. These improvements shall extend to the boundaries of the subdivision so as to provide for extension by adjoining properties. Where oversize storm sewers or drainage structures are required to serve other areas of the watershed, the additional cost shall be borne by the developer.
2. The subdivider shall, at the subdivider's expense, provide the subdivision with a storm sewer system to adequately handle a five-year rainstorm. The system shall include culverts, ditches, intakes, manholes, or any structure deemed necessary. All such structures shall meet the City of Indianola Standard Specifications. In addition, the subdivider shall, at the subdivider's expense, provide the subdivision with overland

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drainage courses and easements to adequately handle storm water in excess of a five-year rainstorm and up to a 100-year rain storm. For any subdivision containing new streets, the system shall be designed by a licensed engineer registered to practice in the State of Iowa.

- A. Each lot shall be provided with minimum six-inch diameter storm sewer service line that is a minimum of four feet below ground level, stubbed to the property line, unless the Director of Community Development determines that sump lines can be taken to an existing overland drainage area. The sump pump line shall be a minimum of one and one-half inches in diameter.
- B. The storm sewer system line shall be made of reinforced concrete pipe or polyvinyl chloride (PVC) pipe. The sump pump lines shall be made of PVC, PVC Truss, or PVC corrugated pipe. All structures shall be built in accordance with City of Indianola Standard Construction Specifications for Subdivisions.
- C. The storm sewer system shall be large enough to provide for anticipated extension of use to serve additional areas, as set out in Indianola Comprehensive Plan.
- D. Storm sewer service lines shall be connected to the City storm sewer system at intakes, manholes, or directly into the City storm sewer pipe. Tapping storm sewer service lines into the City storm sewers shall be by using approved methods.

Should it not be possible to install a storm sewer service, as described above, alternate plans may be submitted for review by the City's consulting engineer and City staff.

170.22 WATER

The subdivider shall at the subdivider's expense provide the subdivision with a complete water main supply system including hydrants, valves and other appurtenances which shall be extended into and through the subdivision to the boundary lines, and which shall provide a water connection for each lot, and shall be connected to the City water system. Fire hydrants shall be uniform throughout the subdivision and shall meet the standards and design approved by the Utilities Board of Trustees. Where water mains in excess of eight inches are required, the additional cost shall be borne by the City if the area is zoned R-2 or R-3. If at the time the main is to be installed the area in question is zoned R-4, any commercial or any industrial classification, the subdivider may be required to put in a water main in excess of eight inches at the subdivider's own expense. Whether the City shall pay a portion of the additional cost shall be discretionary with the Board of Trustees. Water mains shall extend to the boundaries of the subdivision so as to provide for extension by adjoining properties.

170.23 SIDEWALKS

The subdivider, developer or owner of the lot shall at their expense provide a four-foot wide concrete sidewalk along each lot frontage prior to the occupancy of the structure on the lot except as otherwise provided herein. In commercial or industrial areas where it can be demonstrated that there will be limited or no need for sidewalks, the Council may waive or modify the requirement for the installation of sidewalks after review and report from the Commission. The Council may waive the sidewalk requirement on cul-de-sacs. Any such waiver shall not be acted upon until the Council has received the recommendation of the Commission.

170.24 MARKERS

The subdivider shall at the subdivider's expense place an iron rod not less than one-half inch in diameter and 24 inches in length as follows:

- 1. Set in concrete three feet deep at the intersection of all lines forming angles in the boundary of the subdivision, and at all street intersections.
- 2. At lot corners and changes in direction of block and lot boundaries.

170.25 GRADING

The subdivider shall at the subdivider's expense bring all streets and alleys with the platted area which are being dedicated for public use to the grade approved by the Council.

170.26 CURB AND GUTTER

The subdivider shall at the subdivider's expense install curb and gutter on all streets in the plat being dedicated for public use. Curb and gutter shall be constructed of Portland cement concrete in accordance with designs and specifications and at grades approved by the Council.

170.27 EROSION CONTROL (REQUIRED IMPROVEMENTS)

The subdivider shall be responsible for controlling soil erosion and surface water runoff within the subdivision during its construction and development and shall provide erosion and runoff control measures as work progresses on site grading, the installation of sewers or other improvements or phases of work. Insofar as practical, erosion control measures shall be undertaken prior to any other development within the subdivision which will contribute to runoff or erosion.

170.28 SURFACING

The subdivider shall at the subdivider's expense surface all streets being dedicated for public use from curb to curb. Surfacing shall consist of not less than six inches of Portland cement concrete over a prepared subgrade and shall be constructed in accordance with designs and specifications and at grades approved by the Council. Where a surface width in excess of 31 feet is required, the cost of the additional surface width, which shall be assumed to be the center portion of the roadway surface, shall be paid by the City. On collector and thoroughfare streets where a higher standard than is herein required or a thickness of greater than eight inches is deemed necessary by the Council, the additional cost shall be borne by the City. Where unimproved street right-of-way exists the owner or developer at the owner's or developer's own expense shall improve such right-of-way as required by this section for the entire width of the lot or lots (or for the entire width and the length of the lot or lots in the case of lot or lots bordered by more than one street) prior to or contemporaneous with the development of the lot or lots. The owner or developer shall also improve all other portions of unimproved street right of way serving such areas.

170.29 SPECIFICATIONS

The type of construction, the materials, the methods, the standards of subdivision improvements and the maintenance bonds shall be in accordance with the specifications found in a bound volume which is entitled Iowa Statewide Urban Design and Specification for Public Improvements which is on file in the Clerk's office. The Council may from time to time amend by resolution the standard construction specifications for subdivisions found in the volume. The Clerk shall keep a record of all amendments made to the specifications. Plans and

Agenda Item: 7.A Consider the request from Phil Steger for recommendation of approval of a preliminary plat for Quail Meadows Plat 5.

specifications for subdivisions shall be submitted to the Community Development for approval prior to construction, accompanied by a fee as set by resolution of the City Council, and construction shall not be started until the plans and specifications have been approved.

170.30 APPROVAL OF PLANS AND SPECIFICATIONS

The approval of plans and specifications relative to improvements required by this chapter shall be effective for a period of two years after the approval. If the required improvements are not in place and accepted by the City within the times specified, the approval shall lapse, and construction shall not be started and construction under way shall cease until resubmitted plans and specifications have been approved. The City shall have the right, at the time of the new request for approval, to require the subdivider to use the type of construction, the materials, the methods and standard of subdivision improvements equal to the specifications of the City for like work which are in effect at that time. The City may also require that the subdivider comply with any amended ordinance or ordinances relative to improvements under this chapter or any successor chapter relative to subdivision improvements which have been adopted between the time of initial approval and the renewed approval as herein required. The reapproval as required by this section specifically applies only to the plans and specifications relative to subdivision improvements and has no application as to lot sizes, setbacks, lot boundaries, street location or other platting requirements which shall be final on Council approval unless changed by some other method permitted by law.

170.31 INSPECTION

The subdivider or developer shall cause the installation of all improvements to be inspected to ensure compliance with the requirements of this chapter. The cost of the inspection shall be borne by the subdivider or developer. All inspection reports and certificates of compliance shall be filed with the Clerk before any improvements are accepted by the Council. Before accepting any portion of paving, storm water improvement or sanitary sewer system and maintenance thereof which has been constructed under the provisions of Sections 170.19 and Section 170.29 above, the Council reserves the right to have all mains within the sewer system to be dedicated, televised in order to determine whether they have been properly constructed. The televising shall be at the expense of the subdivider or party making the dedication.

170.32 ACCEPTANCE

All of the improvements required in this chapter under **Sections 170.19** through **170.28** shall, upon their completion, inspection, approval and acceptance by the City of Indianola, become the property of the City.

170.33 ELECTRICAL SERVICE

The City, by and through Indianola Municipal Utilities, shall extend electric service to the subdivision and shall make electric service available to each lot in the subdivision that is within Indianola Municipal Utilities' assigned area of service pursuant to Code of Iowa Chapter 476. The City, by and through Indianola Municipal Utilities, shall install street lighting that is within Indianola Municipal Utilities' assigned area of service pursuant to Code of Iowa Chapter 476 to current Indianola Municipal Utilities' standards and specifications. In residential subdivisions, all electric lines, including individual house service lines installed by the owner or developer, shall be placed underground.

170.34 CHARGE FOR INSTALLATION OF ELECTRICAL SERVICE

The City, by and through Indianola Municipal Utilities, reserves the right to make a reasonable charge to be paid by the developer, builder or owner for any service extended as provided by Section 170.33 above. Said charges may be changed from time to time but shall be in accordance with a schedule of charges set by the Indianola Municipal Utilities Board of Trustees.

170.36 FEES

Each plat of survey, preliminary plat and final plat submitted for approval shall be accompanied by a fee as set by Resolution of the City Council.

ANALYSIS

Subject Property

Phil Steger of Steger Construction Inc. has submitted a preliminary plat application for Quail Meadows Plat 5, located at parcel #486/0704-5000. The preliminary plat shows fifteen (15) residential lots. The property is currently a vacant lot. The property is zoned for the R-2 "*Single-Family Residential Attached*" Zoning District.

To the north of the subject property are two (2) residential lots. To the east exists five (5) residential lots, platted in the Quail Meadows Plat 4 Subdivision. To the south exists a vacant 7.15-acre lot platted in the Summercrest Plat 1 Subdivision, which is anticipated to be developed for additional residential uses. To the west is a vacant 25.7-acre lot zoned for the C-2 'Highway Commercial' Zoning District.

The property fronts along North 8th Court. An Average Annual Daily Traffic (AADT) count from the Iowa Department of Transportation (IDOT) is unavailable at this time.

The property does contain environmentally sensitive features such as heavy woodlands.

Future Land Use

Agenda Item: 7.A Consider the request from Phil Steger for recommendation of approval of a preliminary plat for Quail Meadows Plat 5.

According to the “Elevate Indianola” Comprehensive Plan, the future land use of this area is designated as Community Mixed Use, which guides for low to medium density residential uses, commercial uses such as retail, office, restaurants, bars, and personal/business services, overnight accommodations, automobile-oriented uses if compatibility standards are met, and civic/recreational uses.

Quail Meadows Plat 5 is proposing fifteen (15) residential lots, and proposing an extension of North 7th Street southernly, which would allow for a thorough connection to the parcel to the south, part of Summercrest Plat 1.

COMMENTS FROM THE GENERAL PUBLIC

Notification letters were mailed to surrounding property owners within 200 feet of the subject property regarding the request on May 31, 2024. At the time of writing this report, no public comment has been received.

ALTERNATIVES

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

- 1) The City of Indianola Planning and Zoning Commission recommends that the request be approved, as submitted.
- 2) **The City of Indianola Planning and Zoning Commission recommends the request be approved, with conditions.**
- 3) The City of Indianola Planning and Zoning Commission recommends the request to be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the 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 Indianola Planning and Zoning Commission move alternative 2, that the request be approved with the following conditions:

1. All comments provided by staff, in the review comment letter dated May 30, 2024, must be addressed prior to recordation of the plat.

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: \$125 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: \$350, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering
- ☒ 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: \$200, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering
- ☒ 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.

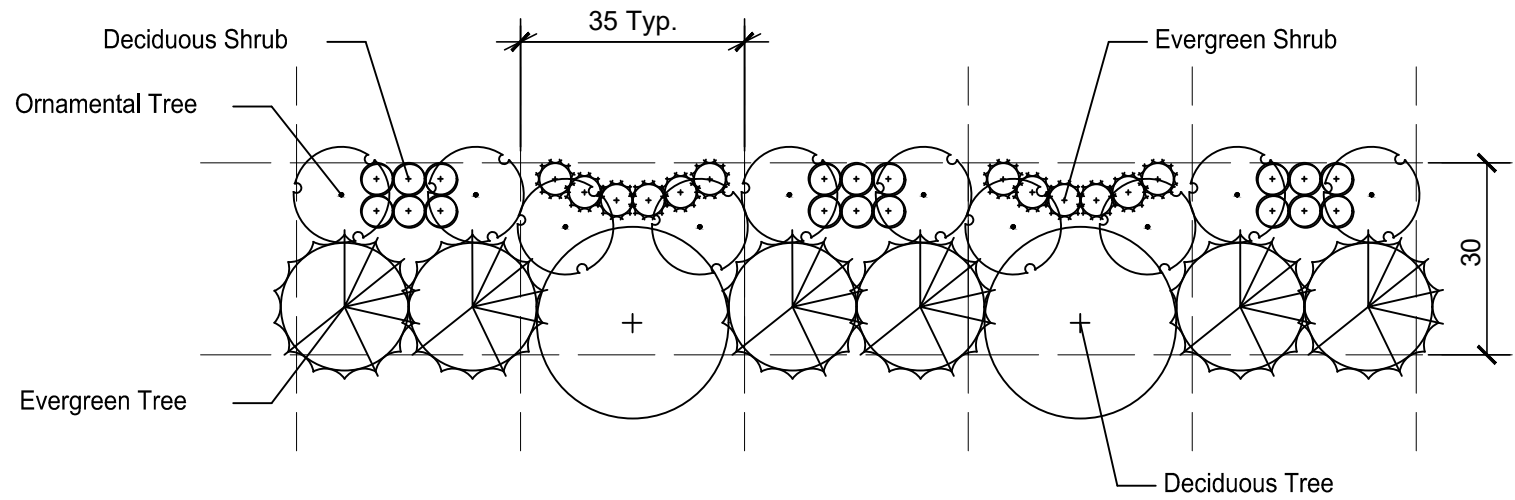
Signature _____

Name (printed) _____ Date _____

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

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

QUAIL MEADOWS PLAT 5 PRELIMINARY PLAT



Typical 30' Landscape Buffer

THE DEVELOPER IS ELIGIBLE TO RECEIVE CREDIT FOR EXISTING MATURE TREES AND SHRUBS LOCATED WITHIN THE REQUIRED BUFFER AREA. THE NUMBER AND TYPE OF LANDSCAPE MATERIAL TO BE CREDITED WILL BE AS MUTUALLY AGREED UPON BY THE CITY AND DEVELOPER WHEN THE ACTUAL PLAT PLANS ARE BEING DEVELOPED FOR QUAIL MEADOWS PLAT 5.

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	34°15'52"	450.00'	269.11'	138.72'	N20°22'30"E 265.12'
C2	34°19'53"	485.00'	290.61'	149.81'	N20°20'29"E 286.28'
C3	34°11'11"	415.00'	247.62'	127.62'	S20°24'51"W 243.96'
C4	8°23'14"	415.00'	60.75'	30.43'	S33°18'49"W 60.70'
C5	12°53'58"	415.00'	93.43'	46.91'	S22°40'13"W 93.24'
C6	12°53'58"	415.00'	93.43'	46.91'	S9°46'14"W 93.24'
C7	5°34'19"	485.00'	47.17'	23.60'	S34°43'16"W 47.15'
C8	9°27'03"	485.00'	80.00'	40.09'	S27°12'35"W 79.91'
C9	9°27'03"	485.00'	80.00'	40.09'	S17°45'32"W 79.91'
C10	9°51'28"	485.00'	83.44'	41.83'	S8°06'17"W 83.34'

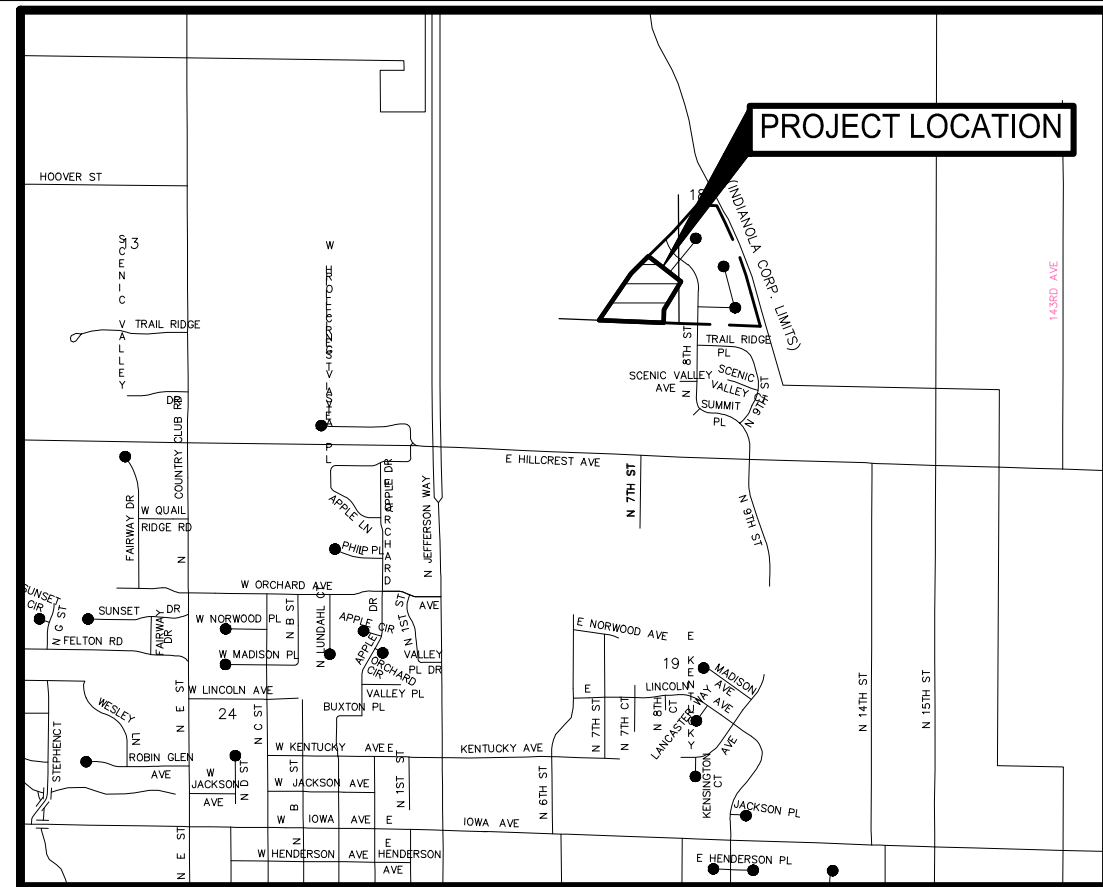
NOTES

1. PROPER EROSION CONTROL TECHNIQUES WILL BE COMPLETED DURING CONSTRUCTION.
2. A 30' LANDSCAPE BUFFER IS REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS.
3. PUBLIC IMPROVEMENTS TO BE INSTALLED TO SUDAS STANDARDS AND CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS.
4. DEVELOPER RESPONSIBLE TO INSTALL STREETLIGHTS IN THE PLAT.
5. REGIONAL STORM WATER DETENTION PROVIDED IN DETENTION BASIN CONSTRUCTED WITH QUAIL MEADOWS PLAT 3.

EXISTING TREES AND VEGETATION BEHIND THE 100' CLEARING LIMIT INTENDED TO REMAIN UNDISTURBED DURING PLAT CONSTRUCTION.

QUAIL MEADOWS PL AT 5 AND THE ADJACENT SUMMER CREST PLAT TO BE CONSTRUCTED CONCURRENTLY. THE NEED TO CONSTRUCT THE TEMPORARY TURN AROUND WILL BE RE-EVALUATED PRIOR TO FINAL PLAT APPROVAL.

100' x 100' TEMPORARY TURN AROUND AND SNOW STORAGE EASEMENT



VICINITY MAP
INDIANOLA, IOWA

PLAT DESCRIPTION

OUTLOT "Z", QUAIL MEADOWS - PLAT 4, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA AND CONTAINING 7.60 ACRES (330,906 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER/DEVELOPER

STEGER CONSTRUCTION, INC.
1425 WARRIOR RUN DRIVE
NORWALK, IOWA 50211
CONTACT: PHIL STEGER
EMAIL: PSTEGE412@AOL.COM
PHONE: 515-988-6027

ZONING

R-2 SINGLE FAMILY RESIDENTIAL ATTACHED

BULK REGULATIONS

FRONT YARD SETBACKS = 25'
REAR YARD SETBACKS = 30'
SIDE YARD SETBACKS:
ONE & TWO FAMILY = 8'
MULTI-FAMILY, 3-12 UNITS = 10'
MULTI-FAMILY, OVER 12 UNITS = 15'
SIDE STREET, CORNER LOT = 20'
MINIMUM LOT WIDTH = 60'
MINIMUM LOT AREA = 7200 SF
MAXIMUM HEIGHT = 4 STORIES OR 50'

STATEMENT OF UTILITIES

WATER - 8" WATER: INDIANOLA MUNICIPAL UTILITIES
SANITARY SEWER - 8" SEWER: CITY OF INDIANOLA
STORM SEWER 8" PVC - 18" RCP STORM: CITY OF INDIANOLA
ELECTRIC: MID-AMERICAN ENERGY
GAS: MID-AMERICAN ENERGY
STREET LIGHTS: MID-AMERICAN ENERGY
FIBER/COM: INDIANOLA MUNICIPAL UTILITIES

LEGEND

Survey
Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
Easement Line

Found
Set
OCP100
OCP202



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
Jon L. Hanson, P.E. 05/09/2024 Date
License Number P15562
My License Renewal Date is December 31, 2024
Pages or sheets covered by this seal:

QUAIL MEADOWS PLAT 5

PRELIMINARY PLAT

SNYDER & ASSOCIATES, INC.



Project No: 124.0272.01

Sheet 1

May 7, 2024

Honorable Mayor and Members of the City Council and Planning and Zoning Commission
City of Indianola
110 N. First Street
Indianola, Iowa 50125-0299

RE: VARIANCE REQUEST TO SUBDIVISION REGULATIONS
QUAIL MEADOWS PLAT 5
S&A Project No. 124.0272.01

Dear Honorable Mayor and Members of the City Council and Planning and Zoning Commission:

On behalf of Steger Construction Inc., as Applicant, we respectfully request a variance to 2 zoning code sections based on specific and unique aspects of the property.

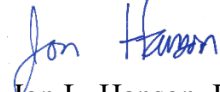
1. *170.13.5. Lot depth shall not exceed 2.5 times the width.* We request a variance to this requirement for Lots 1-10. Based on the proposed location of 7th St. N at the south plat boundary to match the DR Horton Summercrest plat relative to the westerly property line and given that the westerly property line follows along the center of a significant drainage way, these lots exceed this requirement. To meet the requirement, these lots would need to be shortened and create an unusable remnant parcel of land or North 7th St. could be shifted west causing it to be misaligned with North 7th St. to the south and causing a future hardship to the development of the adjacent property to the south. For these reasons we request the variance to this regulation.
2. *170.43. 30' wide buffer requirements.* The 30' wide buffer is required to include a 36" tall berm along its length provided that it does not impede natural drainage. The westerly boundary of this property is required to have this 30' buffer but is also a significant drainage way with mature tree canopy. To install a berm along this drainage way would impede natural drainage and since it is a naturally low area, would not provide functional screening to the adjacent property. For these reasons, we request a variance to the requirement to install berming as part of the buffer.
3. *170.43. 30' wide buffer requirements.* The 30' wide buffer regulation requires a prescribed number and type of trees and shrubs to be installed along its length. The entire length of the required buffer on this project is currently a drainage way with mature tree canopy. The developer desires to preserve as much of this existing tree canopy and vegetation as possible as it provides a substantial and established buffer in itself. We request credit for existing trees and landscaping be given toward the buffer plant material requirement. The lots that have the buffer requirements range from 230 to 300 feet lot depth. The developer is intending to only clear the first 100 feet of the lot depth to

4. prepare for home construction. During individual lot home construction, it will be determined if additional select trees or vegetation need to be removed. these lots impacted by this buffer requirement exceed 200' in depth, we also request that existing trees beyond 150', as measured from the front lot line, be eligible to be counted toward the buffer landscaping requirement.

We look forward to your thoughtful consideration and approval of these variance requests. If you have any questions or comments, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Jon L. Hanson, P.E.

Cc: Phil Steger, Steger Construction, Inc.
file



COMMUNITY DEVELOPMENT

May 30, 2024

Jon L Hanson, PE
Civil Engineer
Snyder and Associates
2727 SW Snyder Blvd
Ankeny, IA 50023

Dear Mr. Hanson,

Thank you for your resubmittal of a preliminary plat application and construction documents for the Quail Meadows Plat 5 Subdivison. The documents were distributed to other city departments and other agencies for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies. Please see below for departmental comments regarding the submission that were collected during this review:

1. Please note that this review only includes the preliminary plat and construction documents. The final plat will be reviewed once improvements for the proposed development have been completed.
2. Please see email attachment for comments regarding the drainage review.
3. A residential buffer is not required by code, and as such, a variance application is not needed, nor necessary for this purpose.
4. Adjust Bulk Regulations to indicated the following information:
 - i. Retitle 'Bulk Regulations' to 'Bulk Regulations – Single-Family Dwellings'
 - ii. Show side yard setback as 8ft min one side, 18ft. total both sides.
 - iii. Show max. building height as 35ft.
 - iv. Remove references to multi-family.
5. Both the preliminary and final plat must indicate a hammerhead at the dead-end on North 7th Street. Additionally, the dead-end section should feature a separate 30'x30' easement area to accommodate snow and ice accumulation. This comment was not addressed from the last set of review comments.

Construction Documents

6. Revise the typical pavement cross-section to show that the subgrade preparation should be conducted to a minimum width of 2 feet beyond the edge of the pavements (to eliminate the potential for curb and gutter settlements).
7. Since the 8" pipe and SW-401 structure do not meet the minimum standards for public infrastructure, ST-2A (SW-401) and the 8" footing drain collector must be clearly indicated

as private structures. Please specify who will be responsible for maintaining these private structures, as the City will not be responsible for their maintenance. The 8" pipe cannot connect directly to the intake structure, ST-2. Instead, it must connect to the new 15" RCP storm pipe, with the majority of this pipe located in the greenspace between the curb and sidewalk. The connection point may be located underneath the pavement to the public storm pipe.

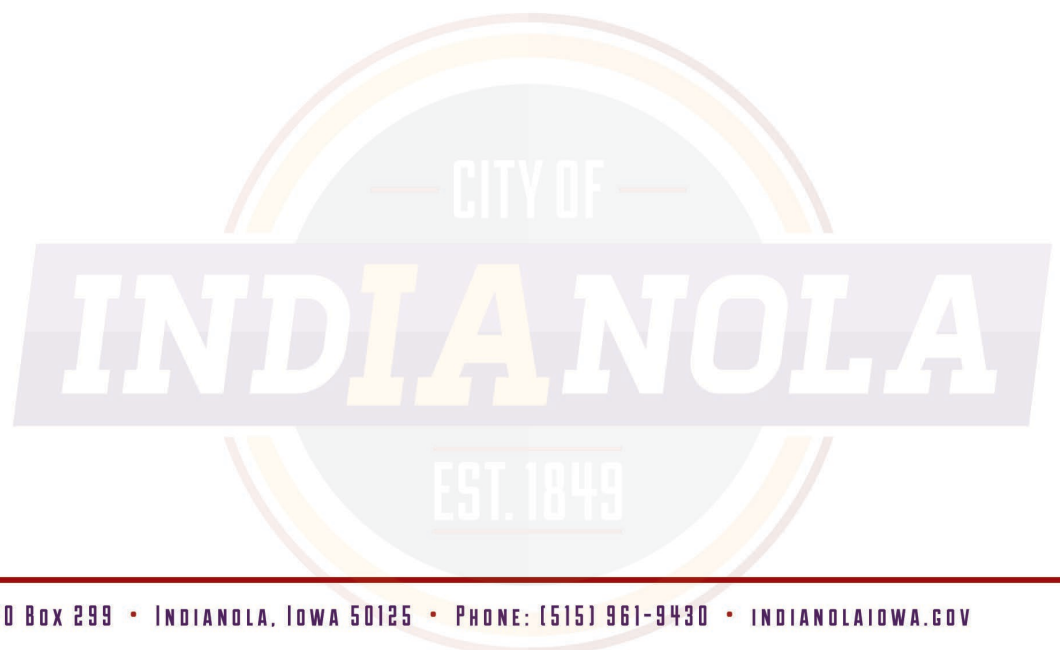
8. The end of the rigid pavement section must include a minimum 2' wide header joint (HT joint).
9. Provide a separate table to summarize and specify the details of each storm and sanitary sewer structure. The table must include storm and sanitary sewer manholes, providing information on the SUDAS structure type, diameter, material, and size.
10. Add a note that indicates that the controlled joints in PCC will be sealed.
11. Add a note that cleanouts for subdrains will be provided to meet SUDAS with a Type A-1 cleanout.

Please review the city's comments at your earliest convenience. The preliminary plat is tentatively scheduled for the **June 11, 2024** Planning and Zoning Commission meeting. Any items left unaddressed may be placed as a condition of approval.

Please let us know if there are any outstanding questions. If you have any questions, please do not hesitate to contact me at (515) 962-5270 or erizvic@indianolaiowa.gov.

Thank you,

Emily Rizvic
Associate Planner
City of Indianola



City of Indianola
RESOLUTION NO. 2024-_____

RESOLUTION APPROVING THE PRELIMINARY PLAT FOR QUAIL MEADOWS 5

WHEREAS, on June 11, 2024, the Planning and Zoning Commission met to consider a request from Phil Steger for preliminary plat approval of Quail Meadows 5, a plat including a total of fifteen (15) residential lots for the following described real property:

Outlot "Z", Quail Meadows Plat 4, An Official Plat, City of Indianola, Warren County, Iowa and Containing 7.60 Acres (330,906 S.F.), Subject to Any and All Easements of Record; and

WHEREAS, the Planning and Zoning Commission does recommend approval of Preliminary Plat for Qual Meadows 5 with the conditions that:

1. All comments provided by staff, in the review comment letter dated May 30, 2024, must be addressed prior to recordation of the plat; and

WHEREAS, the City Council has reviewed the request and heard comments from the developer and the public; and

WHEREAS, the City Council has determined that the Preliminary Plat meets the requirements as set out in the Municipal Code and should be approved by it with the conditions that:

1. All comments provided by staff, in the review comment letter dated May 30, 2024, must be addressed prior to recordation of the plat; and

WHEREAS, the City Council has determined that the waivers to 170.13.5 (lot depth shall not exceed 2.5 times the width) and 170.43 (30' wide buffer requirements) are approved.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, the requirements of the Municipal Code and the comments from the developer and the public, deems it appropriate to approve the Preliminary Plat for Qual Meadows 5.

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Deputy City Manager Development and Operations

Date: June 17, 2024

Subject: Resolution approving a major site plan application for a restaurant and retail sales at 302 North Trail Ridge Avenue.

Introduction:

Background: Justin Brown of Downing Construction is requesting approval of a major site plan application for 302 North Jefferson Way (Parcel #487/1104-0070, -0052). The request would allow for a multi-tenant commercial building with proposed uses including retail, a restaurant, and a drive-through.

Discussion: Subject Property

Justin Brown of Downing Construction, on behalf of SHDC LLC, has submitted a major site plan application for property located at 302 North Trail Ridge Avenue (Parcel #487/1104-0070, -0052). The proposal shows a multi-tenant commercial building, with proposed uses including retail, restaurant, and drive-through. A total of five (5) commercial spaces are proposed. The proposed structure is 9,287 square feet in size. A total of 59,422 square feet of impervious surface area is shown.

To the north of the subject area is a commercial lot with an established big-box retail use. To the east exists two vacant commercially zoned properties. To the south exists one drive-through restaurant. To the west exists two commercially zoned properties, one vacant and one established as a veterinary clinic.

The property takes access off of East Trail Ridge Avenue. According to the Iowa Department of Transportation (IDOT), East Trail Ridge Avenue has an Annual Average Daily Traffic (AADT) of 867 vehicles, as of 2017.

No known environmentally sensitive areas exist for the site.

Zoning Analysis

Chapte 165.07 requires one (1) off-street parking spots per 150 ground floor area for restaurant and retail type uses. A minimum of 62 off-street parking stalls are required, including 4 handicap parking spaces. The proposal shows a total of 98 off-street parking stalls, exceeding the minimum amount required.

The total area of this site is 90,654 square feet (2.08-acres). The site requires 20% minimum of open space. The property is showing approximately 34.4% of open space, exceeding minimum open space requirements. Landscaping throughout open spaces and parking lot areas are shown as required.

The building is classified as a commercial/retail building. This building type requires no less than three different Class 1 or Class 2 façade materials, to compose of at least 75% of the primary façade areas. The west and south elevations of the proposed structure are considered primary facades. The applicant is proposing two brick veneers of a contrasting color on each primary façade, as well as clear glazing (clear glass), meeting and exceeding minimum Class 1/2 requirements. A minimum of 20% clear glass fenestrations are required on each primary façade. The south façade is currently meeting and/or exceeding this requirement.

The applicant is requesting a variance request to the minimum amount of required clear glass fenestrations to the west primary façade and will be tentatively heard at the July 3, 2024 Board of Adjustment meeting.

The architectural renderings also provide for changes in wall plane and/or changes in exterior material type, texture, and/or color, to differentiate between adjoining commercial spaces.

Future Land Use

According to the 'Elevate Indianola' Comprehensive Plan, the future land use of this area is designated as Regional Mixed Use. This land use designation guides for retail, office, restaurants, bars, personal and business services, and similar commercial uses, generally of a large scale. Automobile oriented uses are also considered context-appropriate.

The site is proposing five (5) commercial spaces. Exact uses are speculative, however the applicant has identified Starbucks, a drive-through coffee establishment, as one of the proposed tenants.

Budget Impact:

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

1. That should the Board of Adjustment variance application be denied, submitted site planning documents must be resubmitted to comply with minimum building design requirements.
2. Prior to an approved sign permit, a text amendment request will need to be submitted to allow for additional drive-thru facility signs at the site.
3. A public sidewalk connection must be made when parcel(s) to the southeast are developed.
4. Remaining stormwater management plan (SWMP) comments, dated June 5, 2024, must be addressed prior to start of construction.

Attachments:

1.	1. Staff Report
2.	2. Application
3.	3. Site Plan
4.	4. Landscape Plan
5.	5. Architectural Elevations
6.	6. Photometrics
7.	Site Plan RES. - 302 Trail Ridge



COMMUNITY DEVELOPMENT

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

STAFF REPORT

PLANNING AND ZONING COMMISSION

Date of Meeting: June 11, 2024

Agenda Item: 7.B Consider recommendation on a major site plan application for Summercrest Plaza at 302 North Trail Ridge Avenue

Application Type: Site Plan

Applicant: Justin Brown, Downing Construction

Property Owner: SHDC, LLC

Property Address/Parcel: 302 North Trail Ridge Avenue (Parcel #487/1104-0070, -0052)

Current Zoning: C-2 'Highway Commercial' Zoning District

Comprehensive Plan Designation: Regional Mixed Use

Application Summary

Justin Brown of Downing Construction is requesting approval of a major site plan application for 302 North Jefferson Way (Parcel #487/1104-0070, -0052). The request would allow for a multi-tenant commercial building with proposed uses including retail, restaurant, and drive-through.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

165.06 SITE PLAN REGULATIONS AND PROCEDURES

- 1. SITE PLAN REQUIRED.** Site plans, as provided herein this section, are required prior to approval of a building permit for the erection, relocation, or alteration of any structure or for the change in use of any structure or parcel.
- 2. SITE PLAN APPLICATION.** The following site plans are required for all uses:
 - A. All other new uses, buildings, and structures.** All other new uses, buildings, structures, conversions or changes of use, changes or modifications to building facades, and related additions and accessory structures that are not included in Section A herein above shall require the following:
 - (1) Major Site Plan. A Major Site Plan application is required for the development of a property, the construction of a new building or improvement, the redevelopment of an existing property (including a significant change in use), or an amendment or change to a previously approved site plan.
 - a. Major Site Plan Application** – A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Major Site Plan Application fee as established by resolution of the City Council.
 - b. Major Site Plan Review Procedure** – The Major Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.
 - c. Major Site Plan Review by Zoning Commission** – Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Zoning Commission a copy of the Major Site Plan Application along with a written recommendation as to the plan's conformity with the rules and regulations of the city.

Agenda Item: 7.B Consider recommendation on a major site plan application for Summercrest Plaza at 302 North Trail Ridge Avenue

d. The Commission shall subsequently hold a meeting as prescribed by their rules of procedures and review the Major Site Plan Application for conformity with the zoning regulations and standards and may confer with the applicant on changes deemed advisable in such Site Plan.

e. The Commission shall forward its recommendation to the City Council for approval, approval with conditions, or denial of the Major Site Plan Application within 45 days of the receipt of a Major Site Plan Applicant deemed complete by the Zoning Administrator. If the Commission does not act within the 45 days as prescribed above, the Major Site Plan Application shall be deemed to be recommended for approved by the Commission unless the applicant agrees to an extension of time.

f. Findings for Approval – In order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:

- i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
- ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
- iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
- iv. The proposed use and site improvements shall not unduly increase traffic congestion;
- v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
- vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
- vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

g. Major Site Plan Review by City Council – the City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove the Major Site Plan Application. In order for the Council to approve a Major Site Plan, the Council shall confirm or make the aforementioned findings in *subsection f.* herein above.

ANALYSIS

Subject Property

Justin Brown of Downing Construction, on behalf of SHDC LLC, has submitted a major site plan application for property located at 302 North Trail Ridge Avenue (Parcel #487/1104-0070, -0052). The proposal shows a multi-tenant commercial building, with proposed uses including retail, restaurant, and drive-through. A total of five (5) commercial spaces are proposed. The proposed structure is 9,287 square feet in size. A total of 59,422 square feet of impervious surface area is shown.

To the north of the subject area is a commercial lot with an established big-box retail use. To the east exists two vacant commercially zoned properties. To the south exists one drive-through restaurant. To the west exists two commercially zoned properties, one vacant and one established as a veterinary clinic.

The property takes access off of East Trail Ridge Avenue. According to the Iowa Department of Transportation (IDOT), East Trail Ridge Avenue has an Annual Average Daily Traffic (AADT) of 867 vehicles, as of 2017.

No known environmentally sensitive areas exist for the site.

Zoning Analysis

Chapte 165.07 requires one (1) off-street parking spots per 150 ground floor area for restaurant and retail type uses. A minimum of 62 off-street parking stalls are required, including 4 handicap parking spaces. The proposal shows a total of 98 off-street parking stalls, exceeding the minimum amount required.

The total area of this site is 90,654 square feet (2.08-acres). The site requires 20% minimum of open space. The property is showing approximately 34.4% of open space, exceeding minimum open space requirements. Landscaping throughout open spaces and parking lot areas are shown as required.

The building is classified as a commercial/retail building. This building type requires no less than three different Class 1 or Class 2 façade materials, to compose of at least 75% of the primary façade areas. The west and south elevations of the proposed structure are considered primary facades. The applicant is proposing two brick veneers of a contrasting color on each primary façade, as well as clear glazing (clear glass), meeting and exceeding minimum Class 1/2 requirements. A minimum of 20% clear glass fenestrations are required on each primary façade. The south façade is currently meeting and/or exceeding this requirement.

The applicant is requesting a variance request to the minimum amount of required clear glass fenestrations to the west primary façade and will be tentatively heard at the July 3, 2024 Board of Adjustment meeting.

The architectural renderings also provide for changes in wall plane and/or changes in exterior material type, texture, and/or color, to differentiate between adjoining commercial spaces.

Future Land Use

According to the 'Elevate Indianola' Comprehensive Plan, the future land use of this area is designated as Regional Mixed Use. This land use designation guides for retail, office, restaurants, bars, personal and business services, and similar commercial uses, generally of a large scale. Automobile oriented uses are also considered context-appropriate.

The site is proposing five (5) commercial spaces. Exact uses are speculative, however the applicant has identified Starbucks, a drive-through coffee establishment, as one of the proposed tenants.

COMMENTS FROM THE GENERAL PUBLIC

No notification letters were sent out as part of this request. No public comments have been submitted at the time of writing this report.

FINDINGS OF FACT

In order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:

i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located

The applicant has provided a site plan with their application that shows the proposed use and proposed site improvements. Minimum zoning code requirements for this site are met, aside from one item that is pending Board of Adjustment review. A condition is recommended to reflect accordingly, based on the outcome of the Board of Adjustment's opinion.

Detailed site plan reviews have been conducted by the Community Development Department, Fire Department, Parks and Recreation, Public Works, Water Resource Recovery, IMU Electric, Fiber, and Water.

ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking

The total area of this site is 90,654 square feet (2.08-acres). The site plan has been reviewed for proposed setbacks, open space requirements, stormwater management, and off-street parking, and other applicable sections of city code and state/federal regulations.

iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding areas

The proposed use is not anticipated to unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding areas.

iv. The proposed use and site improvements shall not unduly increase traffic congestion

The property will contain an access off of North Trail Ridge Avenue. The siting of this access point and the development is not anticipated to increase traffic congestion unduly. The site plan is proposing an adequate number of vehicle queuing lanes for the drive-through establishment.

v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding

The proposed use has been reviewed by the Development Review Team (DRT), including relating utility contacts, the Public Works Director, and the City Engineer.

vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property

The proposed use and site improvements are compatible with the surrounding neighborhood and are not anticipated to diminish or impair established property values. The site plan proposed is consistent with guidance in the City Comprehensive Plan.

vii. The proposed use and site improvements will not endanger, jeopardize, or harm the health, safety or welfare of the properties and the community.

As previously mentioned, the proposed use and site improvements will not endanger or harm the health, safety, and welfare of properties or the community.

ALTERNATIVES

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

- 1) The City of Indianola Planning and Zoning Commission recommends that the request be approved, as submitted.
- 2) **The City of Indianola Planning and Zoning Commission recommends the request be approved, with conditions.**
- 3) The City of Indianola Planning and Zoning Commission recommends the request to be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the 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 Indianola Planning and Zoning Commission move alternative 2, that the request be approved, with the following conditions:

1. That should the Board of Adjustment variance application be denied, submitted site planning documents must be resubmitted to comply with minimum building design requirements.
2. Prior to an approved sign permit, a text amendment request will need to be submitted to allow for additional drive-thru facility signs at the site.
3. A public sidewalk connection must be made when parcel(s) to the southeast are developed.
4. Remaining stormwater management plan (SWMP) comments, dated June 5, 2024, must be addressed prior to start of construction.

SITE DEVELOPMENT APPLICATION

Community Development

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



PROPERTY OWNER

(Last Name) SHDC, LLC
(First Name) _____
(Address) 8525 Douglas Avenue, Suite 34
(City) Urbandale (State) IA (Zip) 50322
(Phone) _____ (Email) _____

APPLICANT (if not Property Owner)

(Last Name) Brown (Downing Construction)
(First Name) Justin
(Address) 509 E Scenic Valley Avenue
(City) Indianola (State) IA (Zip) 50125

☐ CONSTRUCTION DOCUMENTS

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee for minor review: \$350 plus OEC
- ☐ Subdivision: _____
- ☐ Proposed construction documents (hard copy)
- ☐ Proposed construction documents (electronic copy)
- ☐ Stormwater Management Plan
- ☐ Other Information as required by Director

☒ SITE PLAN

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Property Address: 302N Trail Ridge Avenue
- ☒ Filing Fee for major review: \$300, plus OEC
- ☒ Current Zoning: G2
- ☒ All items as required by Chapter 165.06 of the Code of Ordinances of Indianola, Iowa
- ☐ Proposed site plan hard copy)
- ☒ Proposed site plan (electronic copy)
- ☒ Stormwater Management Plan
- ☐ 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) Justin Brown, Downing Construction

Date 4/8/24

FOR OFFICE USE ONLY: Code to 45683 (Const Docs)
45680 (Site Plan)

Date Received: _____

Receipt No: _____

Receipt Amount: _____

SITE PLAN
FOR
SUMMERCREST PLAZA
302 E TRAIL RIDGE AVENUE
CITY OF INDIANOLA, WARREN COUNTY, IOWA



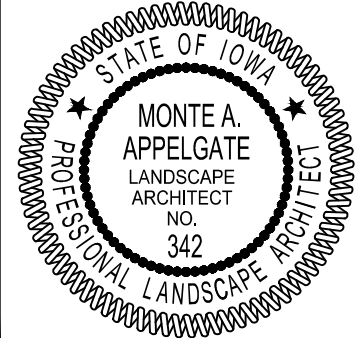
VICINITY MAP

OWNER
SDHC, LLC
8525 DOUGLAS AVENUE, SUITE 54
URBANDALE, IA 50322

APPLICANT
DOWNING CONSTRUCTION INC
509 E SCENIC VALLEY AVENUE
INDIANOLA, IA 50125
PHONE: 515-961-5386
CONTACT: JUSTIN BROWN

Sheet List Table

C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	SITE LAYOUT
C201	DIMENSION PLAN
C300	GRADING AND EROSION CONTROL PLAN
C400	UTILITY PLAN
C500	LANDSCAPE PLAN
C501	LANDSCAPE PLAN- PLANT IMAGES
C600	SITE DETAILS



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Monte A. Appelgate, PLA _____ Date _____

License Number 342

Pages or sheets covered by this seal:

License Expires: June 30, 2024



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jon L. Hanson, P.E. _____ Date _____

License Number P15562

My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:

SUMMERCREST PLAZA

INDIANOLA, IOWA

TITLE SHEET

SNYDER & ASSOCIATES, INC. |

Project No: 124.0284.01

Sheet C100

1

REVISED PER CITY COMMENTS

05/15/24

TLS

MARK

REVISION

DATE

BY

Engineer: JRC

Checked By: MAA

Date: 05/06/2024

Scale: 1" = 500'

Technician: TLS

T-R-S: TTN-RRW-SS

2727 S.W. SNYDER BLVD

ANKENY, IOWA 50023

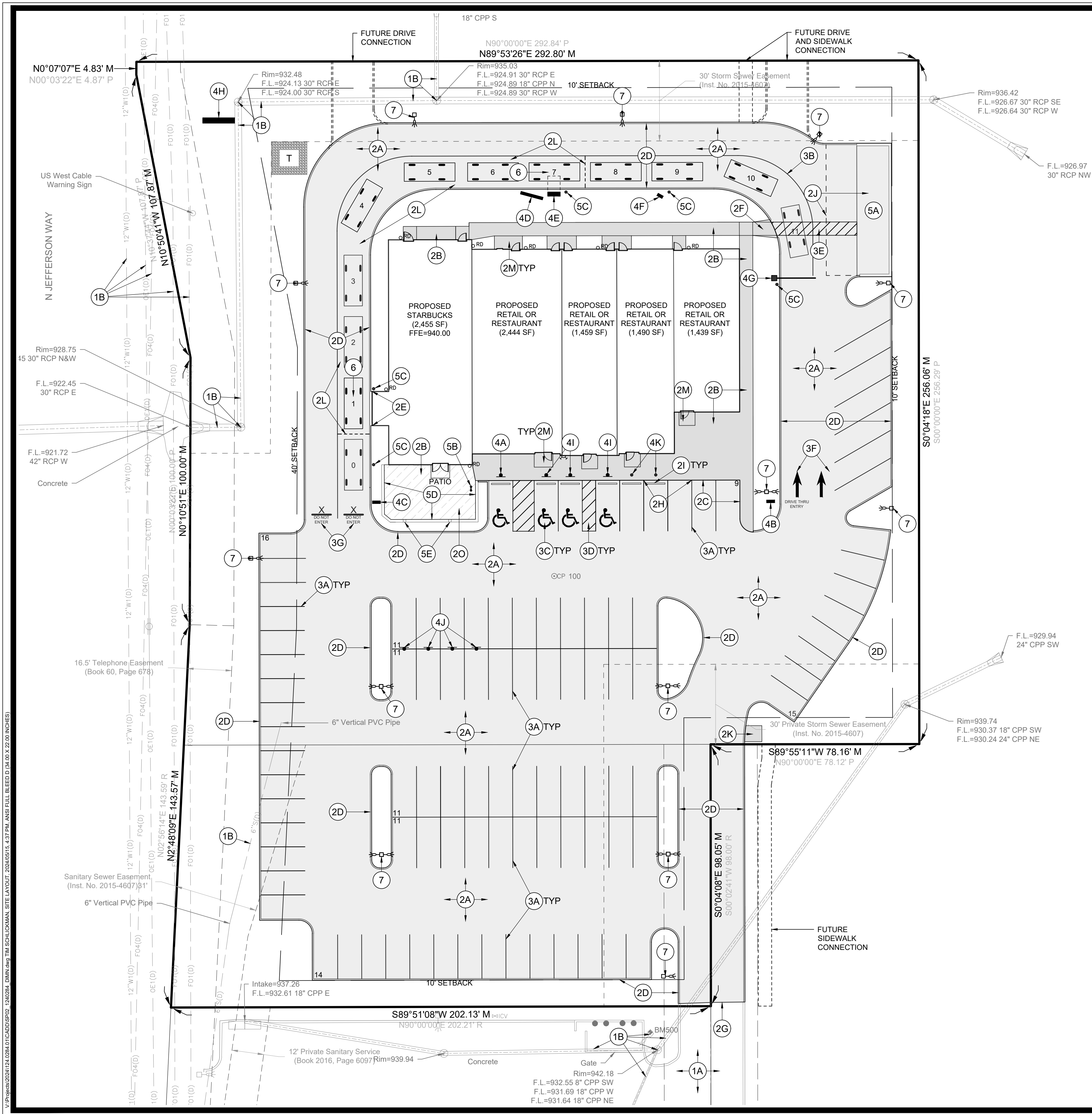
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.0284.01

Sheet C100

V:\Projects\2024\124.0284\124.0284.DWG SITE LAYOUT 2024.05.15 4:37 PM ANSI FULL BLEED D (34.00 X 22.00 INCHES)

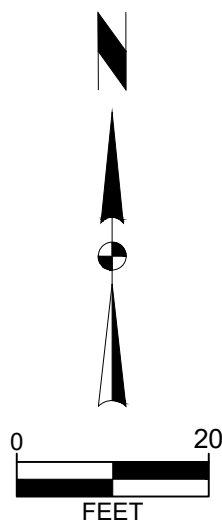


DIMENSION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES. PROTECT THE FOLLOWING:
 - PAVEMENT TO REMAIN.
 - EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
- PAVEMENTS. PROVIDE THE FOLLOWING WHERE INDICATED ON PLAN:
 - 6" DEPTH PCC DRIVE AND PARKING ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 5" DEPTH PCC SIDEWALK ON 6" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - 5" DEPTH PCC INTEGRAL SIDEWALK ON 6" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY. SEE DETAIL.
 - 6" HEIGHT STANDARD CURB.
 - DRIVE THROUGH CURB. SEE DETAIL.
 - PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%.
 - CONNECT TO EXISTING PAVEMENT. FULL DEPTH SAW CUT EXISTING SLAB END TO PROVIDE UNIFORM EDGE. CONNECT WITH SUDAS 'BT' TYPE JOINT.
 - TAPER TO NO CURB.
 - WHEEL STOP, PRECAST CONCRETE. SEE DETAIL ON C600.
 - PROVIDE PCC SEALANT IN THE AREA INDICATED ON PLAN.
 - 6'x6'x8" THICK PCC PAD WITH SURFACE MOUNTED MULTI-TENANT MAIL BOX. MAIL BOX MODEL TO BE COORDINATED WITH PROPERTY OWNER.
 - 6" DEPTH INTEGRAL PCC IN DRIVE THRU LANE TO LIMITS SHOWN.
 - PCC STOOP. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
 - NO CURB.
 - 5" PCC PATIO FINISH. FLOAT TROWELED WITH TRANSVERSE BRUSH AND STEEL FINISH. PROVIDE 2" WIDE SMOOTH TROWELED DETAIL AT EACH CONTROL JOINT. MOISTURE CARE CONCRETE FOR MINIMUM SEVEN DAYS AND APPLY 2 COATS OF PENETRATING SEALER TO FINISH.
- PAVEMENT MARKINGS. PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES.
 - 4" WIDE PAINTED DRIVING LANE LINE.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
 - ACCESSIBLE AISLE. 45" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
 - 45" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
 - DIRECTIONAL PAVEMENT ARROWS AS SHOWN. WAYFINDING PAVEMENT GRAPHICS. WORK WITH STARBUCKS SIGNAGE VENDOR TO PROVIDE PAVEMENT STENCIL. STENCIL 23117 AND 23113.
 - DO NOT ENTER PAVEMENT MARKING AS SHOWN. WAYFINDING PAVEMENT GRAPHICS. WORK WITH STARBUCKS SIGNAGE VENDOR TO PROVIDE PAVEMENT STENCIL. STENCIL 23115.
- SIGNS. PROVIDE THE FOLLOWING:
 - VAN ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS. REFER TO STRUCTURAL PLANS FOR FOOTING DETAILS. ADA SIGNAGE TO COMPLY WITH APPLICABLE STATE AND FEDERAL REQUIREMENTS.
 - DRIVE-THRU DIRECTIONAL ARROW SIGN. REFER TO DETAIL (13/S502) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - DRIVE-THRU DIRECTIONAL EXIT/THANK YOU SIGN. REFER TO DETAIL (13/S502) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - DRIVE-THRU MENU BOARD. REFER TO DETAIL (14/S501) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - DIGITAL ORDER SCREEN WITH CANOPY. REFER TO DETAIL (15/S501) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - DRIVE-THRU PRE-MENU BOARD. REFER TO DETAIL (14/S501) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - CLEARANCE BAR. REFER TO DETAIL (16/S501) ON STRUCTURAL PLANS FOR FOOTING DETAILS.
 - MONUMENT SIGN. SEE ARCHITECTURAL PLANS FOR DETAIL. REFER TO DETAIL (17/S501) ON STRUCTURAL PLANS FOR FOOTING DETAILS. SIGN LOCATION AND STANDARDS SUBJECT TO CITY OF INDIANOLA SIGN CODE.
 - ACCESSIBLE PARKING SIGNAGE AS PER ADAAG. REFER TO STRUCTURAL PLANS FOR FOOTING DETAILS. ADA SIGNAGE TO COMPLY WITH APPLICABLE STATE AND FEDERAL REQUIREMENTS.
 - CONCRETE BASE WITH METAL POST. OWNER TO ATTACH SIGN FOR MOPED PARKING IN FOUR STALLS.
 - CONCRETE BASE WITH METAL POST (NO SIGNAGE).
- SITE AMENITIES. PROVIDE THE FOLLOWING:
 - TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAIL.
 - BIKE RACK (1). MODEL: OLYMPIA SKOLY (BLACK) BY FORMS + SURFACES. SURFACE MOUNTED TO PCC PER MANUFACTURER GUIDELINES.
 - BOLLARD. SEE DETAIL ON SHEET C600.
 - CONCRETE KNEE WALL AROUND PATIO IN LOCATION SHOWN. REFER TO STRUCTURAL PLANS DETAIL 4/S503.
 - 12" WIDE X 4" HEIGHT WALL OPENING FOR DRAINAGE.
- PROVIDE LOOP DETECTORS IN PAVEMENT. SEE SITE ELECTRICAL PLANS.
- PROVIDE PARKING LOT LIGHTING. SEE SITE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.

PAVEMENT LEGEND

	5" PCC PATIO FINISH (SEE NOTE 20)
	5" PCC SIDEWALK
	6" PCC PAVEMENT



SUMMERCREST PLAZA

SITE LAYOUT



Project No: 124.0284.01

Sheet C200

INDIANOLA, IOWA

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Sheet C200

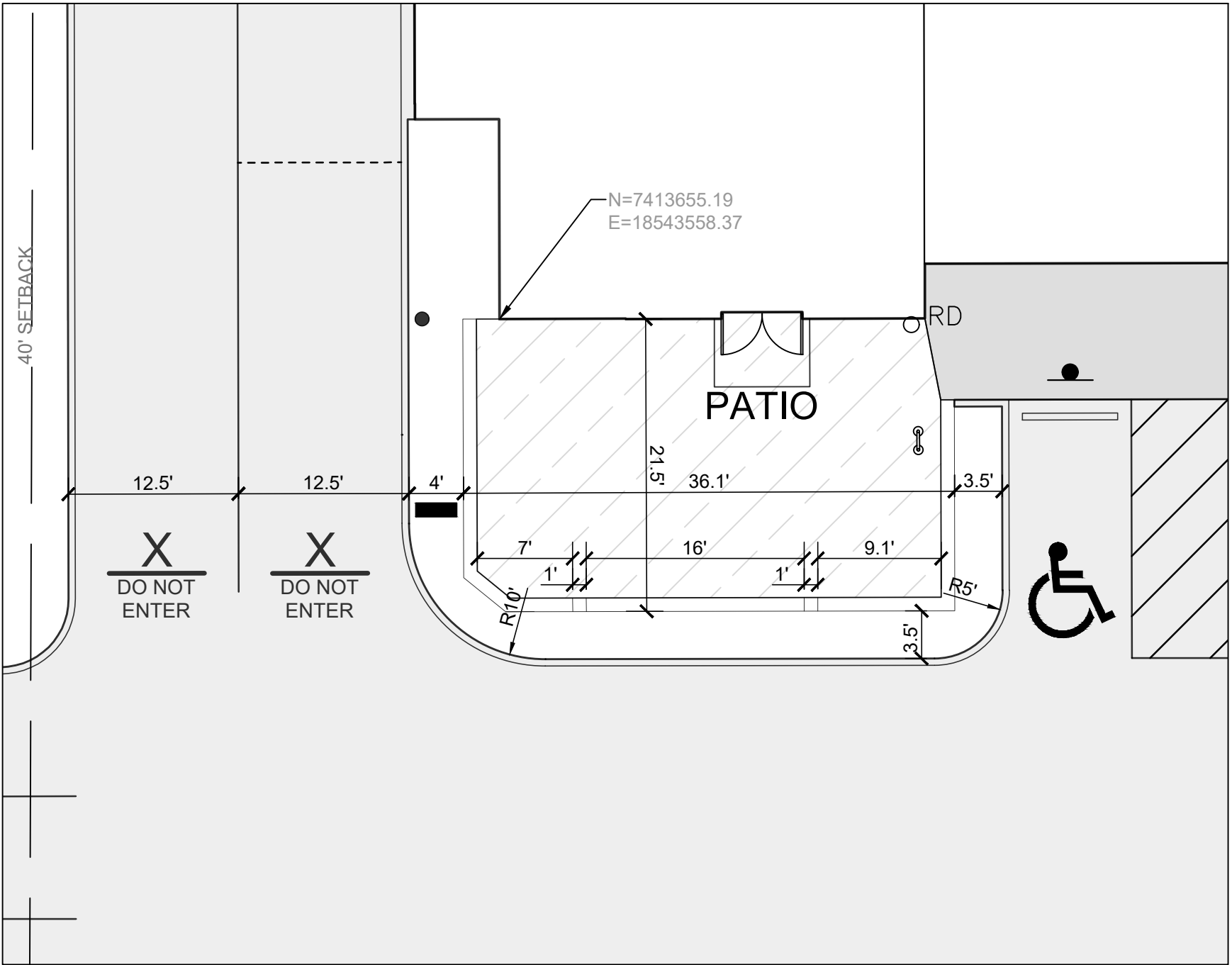
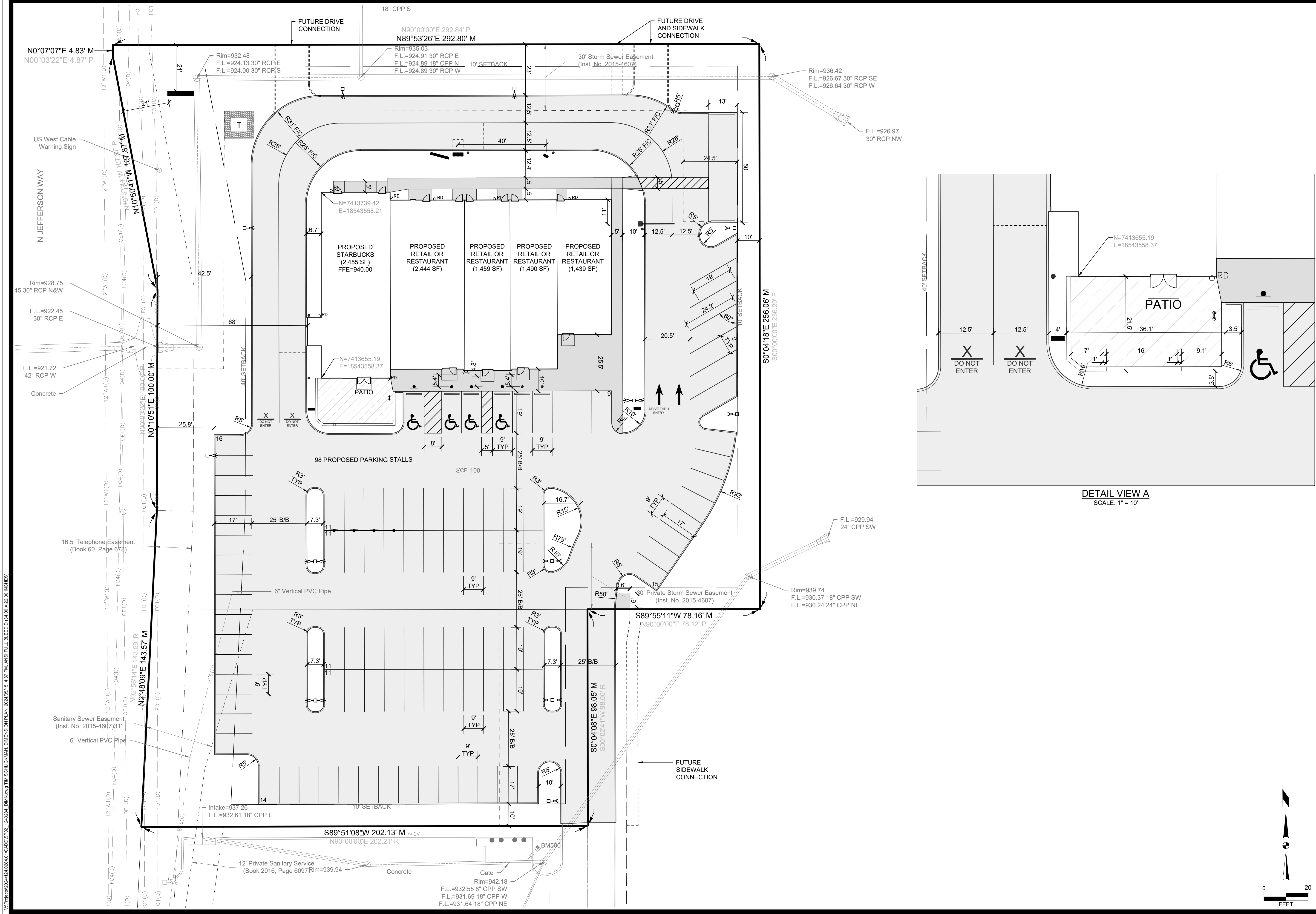
Project No: 124.0284.01

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SNYDER & ASSOCIATES, INC. |

Sheet C200

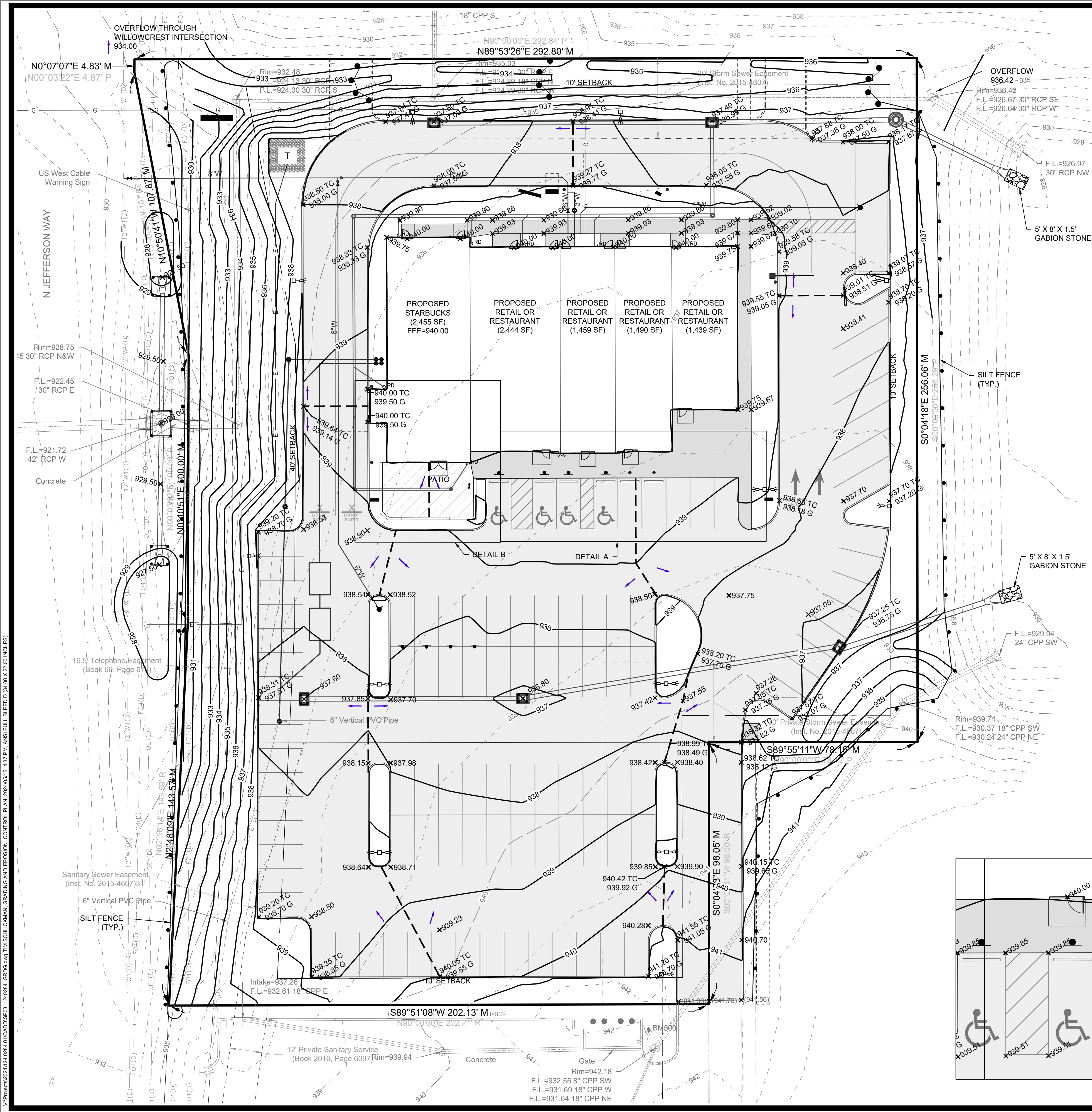
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DETAIL VIEW A
SCALE: 1" = 10'

SUMMERCREST PLAZA		INDIANOLA, IOWA		Sheet C201	
DIMENSION PLAN				Project No: 124.0284.01	
 SNYDER & ASSOCIATES		REVISION		DATE	BY
		1		05/15/24	TLS
		REVISED PER CITY COMMENTS			
		MARK			
Engineer: JRC		Checked By: MAA	Scale: 1" = 20'		
Technician: TLS		Date: 05/06/2024	T-R-S: TTN-RRW-SS		
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-364-2020 www.snyder-associates.com		Sheet C201			

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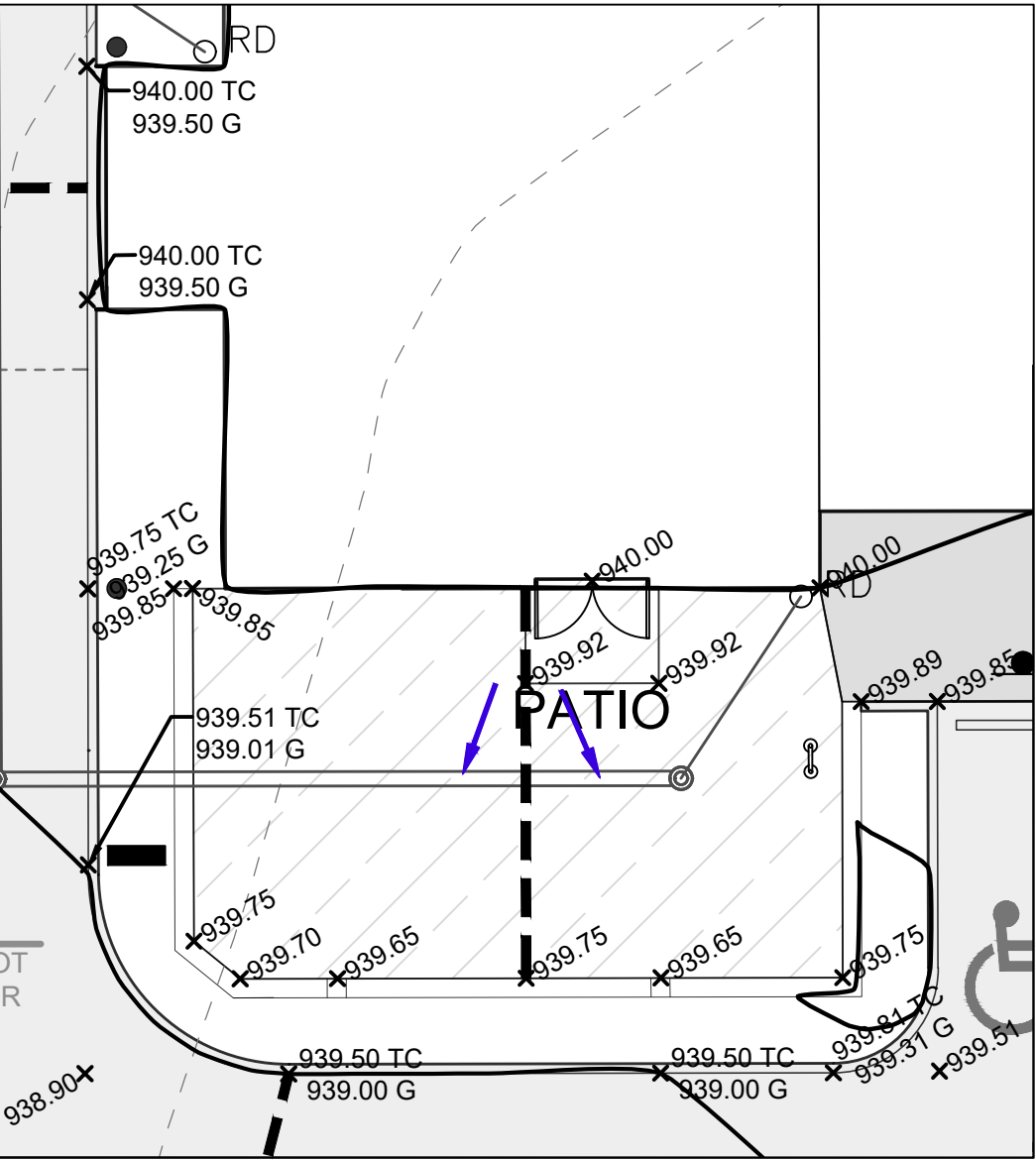
GRADING PLAN GENERAL NOTES

- A. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- B. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- C. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- D. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.
- E. CONTRACTOR RESPONSIBLE FOR REVIEWING THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT AND FOLLOWING RECOMMENDATIONS DURING CONSTRUCTION.

BENCHMARKS

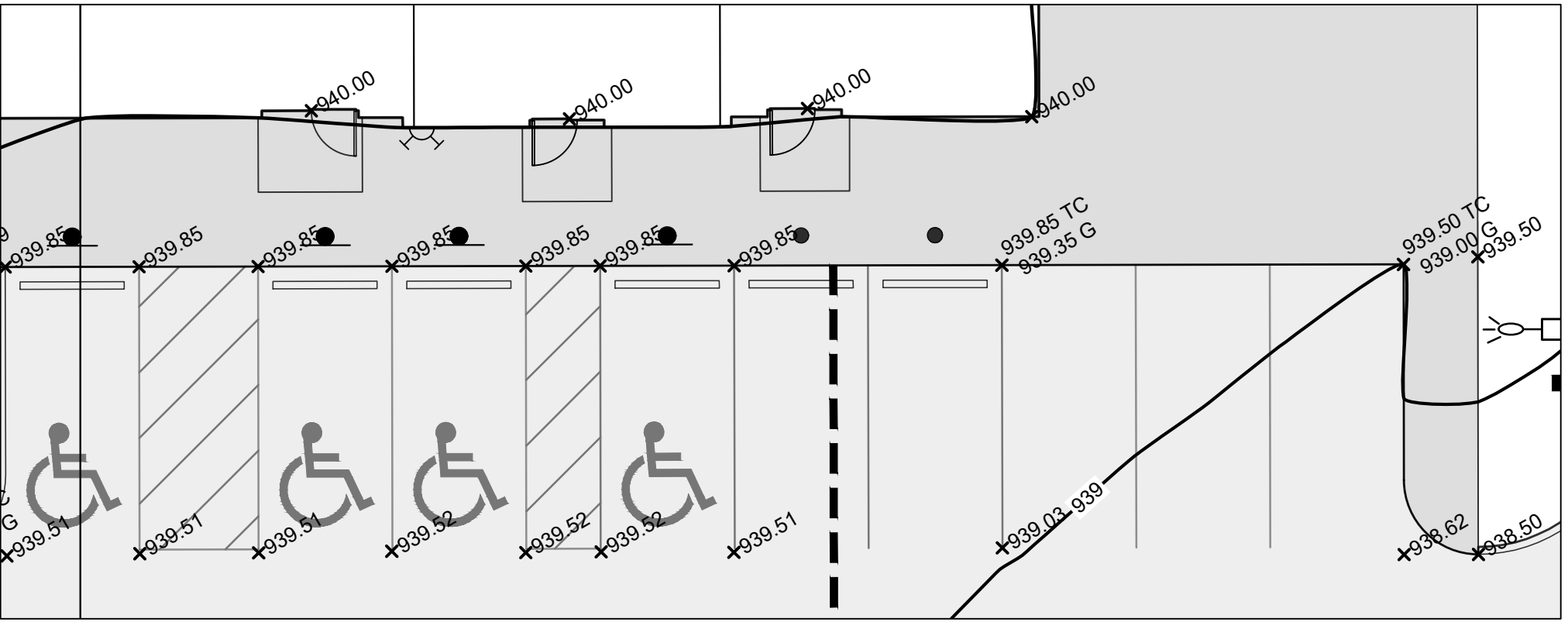
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

- BM500 N=7413443- E=18543656- Z=944.22
SET CUT TRIANGLE AT TOP OF CONCRETE LIGHT POLE BASE LOCATED WEST SIDE OF FRONTAGE ROAD, EAST SIDE OF DUMPSTER AREA, AT NORTH END OF ROAD, SE CORNER OF SITE. (AS SHOWN ON SURVEY)
- BM501 N=7413884- E=18543883- Z=947.31
BURY BOLT ON HYDRANT AT SE CORNER OF THEISENS, NORTH SIDE OF ACCESS DRIVE, +-20' OF SE CORNER OF BUILDING. (AS SHOWN ON SURVEY)



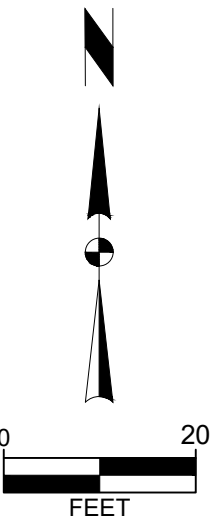
DETAIL VIEW B

SCALE: 1" = 10'



DETAIL VIEW A

SCALE: 1" = 10'



SUMMERCREST PLAZA

GRADING AND EROSION CONTROL PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC. |



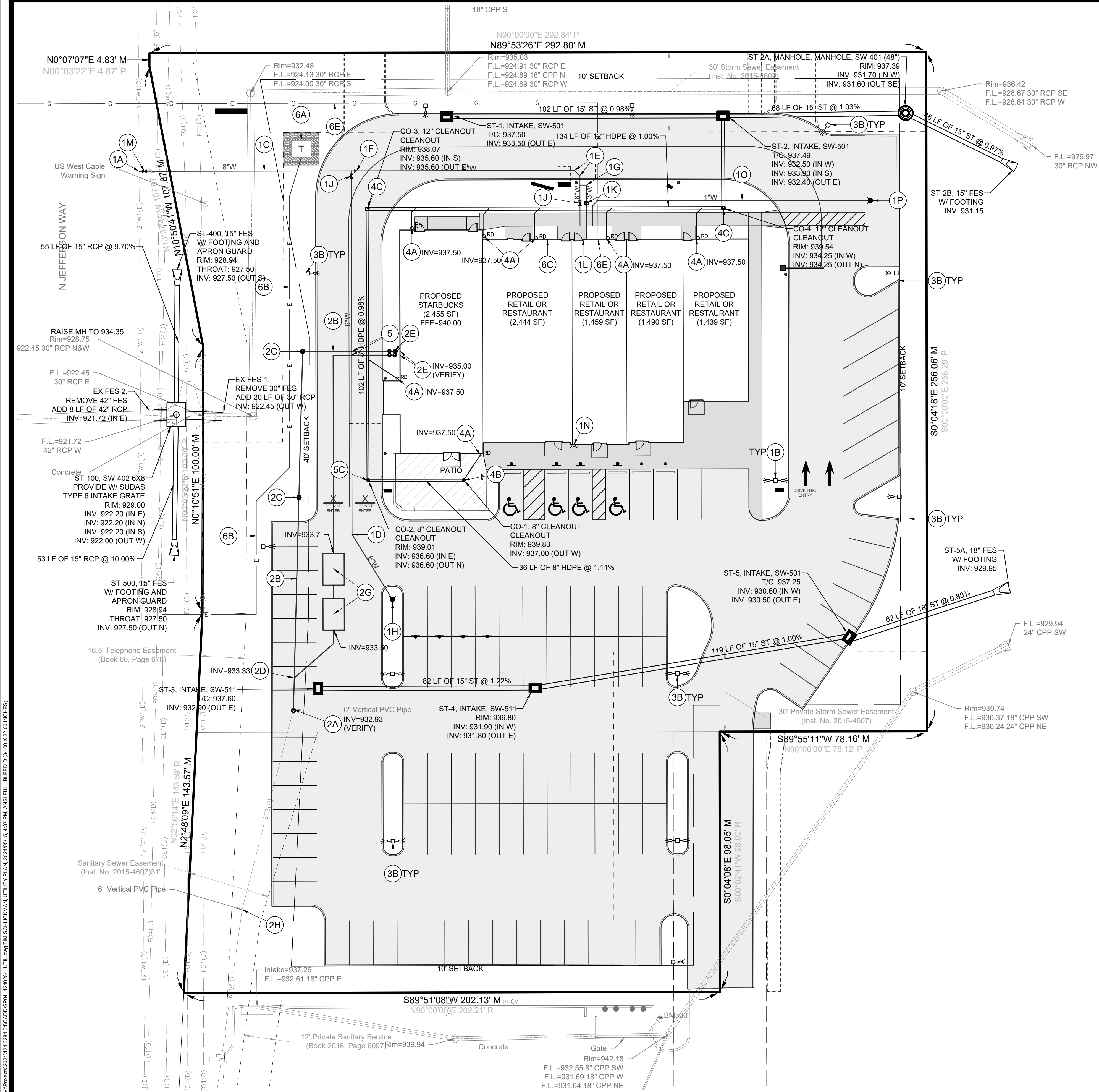
Project No: 124.0284.01

Sheet C300

MARK	REVISION	DATE	BY
1	REVISED PER CITY COMMENTS	05/15/24	TLS
Engineer:	JRC	Checked By:	MAA
Technician:	TLS	Date:	05/06/2024
T-R-S: TTN+RRW/SS			Scale: 1" = 20'
Project No: 124.0284.01			
Sheet C300			

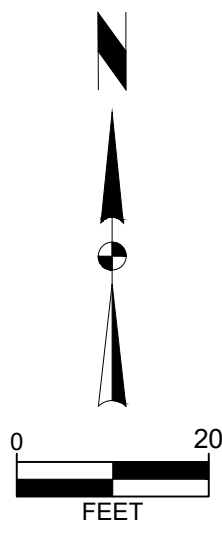
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515-364-2020 | www.snyder-associates.com

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UTILITY PLAN CONSTRUCTION NOTES

- WATER SERVICES. PROVIDE THE FOLLOWING:
 - TAP EXISTING 12" WATER MAIN WITH TAPPING SLEEVE AND VALVE. COORDINATE CONNECTION WITH THE CITY OF INDIANOLA WATER DEPARTMENT AND IOWA DOT FOR PERMIT.
 - 6" WATER SERVICE WITH TRACER WIRE. INSTALL WITH MINIMUM 5' COVER TO TOP OF PIPE.
 - 8" WATER SERVICE WITH TRACER WIRE. INSTALL WITH MINIMUM 5' COVER TO TOP OF PIPE.
 - 22.5" BEND.
 - 45" BEND.
 - 8"x8" REDUCER.
 - 3" DOMESTIC WATER SERVICE WITH CURB STOP SPLIT EXTERIOR TO BUILDING. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - FIRE HYDRANT ASSEMBLY. COORDINATE LOCATION WITH ELECTRIC IMPROVEMENTS.
 - TEE 8" HYDRANT SERVICE FROM 8" FIRE SERVICE.
 - 6" RW VALVE.
 - 3" CURB STOP.
 - CONFIRM FINAL SERVICE LOCATION AND DEPTH OF FIRE AND DOMESTIC SERVICES WITH ARCHITECTURAL AND PLUMBING PLANS.
 - 8" RW VALVE INSTALLED AS PART OF THE TAPPING SLEEVE.
 - WALL MOUNTED FIRE DEPARTMENT CONNECTION. CONFIRM FINAL LOCATION WITH ARCHITECTURAL PLANS.
 - 1" WATER SERVICE WITH TRACER WIRE. INSTALL WITH MINIMUM 5 FOOT COVER TO TOP OF PIPE.
 - FROST FREE YARD HYDRANT WITH LOCKABLE ASSEMBLY HANDLE. COORDINATE LOCATION WITH TRASH ENCLOSURE IMPROVEMENTS.
- SANITARY SEWER SERVICES. PROVIDE THE FOLLOWING:
 - CONNECT TO EXISTING 6" SANITARY SERVICE STUB. ADJUST EXISTING CLEANOUT AND PROVIDE SUDAS SW-203 CASTING. VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
 - 6" SANITARY SEWER SERVICE LINE AT 1.0% MINIMUM SLOPE (1/8" PER FOOT).
 - SANITARY CLEANOUT (SUDAS SW-203).
 - WYE CONNECTION BETWEEN SEWER SERVICE LINES.
 - DOUBLE SANITARY CLEANOUT (SUDAS SW-203) LOCATED OUTSIDE OF BUILDING. PROVIDE SERVICE AT ELEVATION TO SERVICE ENTIRE BUILDING.
 - CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - GREASE INTERCEPTOR. COORDINATE FINAL SIZE WITH MECHANICAL PLANS.
 - EXISTING CLEANOUT TO BE FINISHED WITH SW-203 CASTING.
- SITE LIGHTING. PROVIDE THE FOLLOWING:
 - CONTRACTOR TO COORDINATE WITH THE UTILITY OWNER AND PROPERTY OWNER ALL ASPECTS OF ELECTRICAL SERVICE PRIOR TO CONSTRUCTION.
 - SITE LIGHTING SHOWN. SEE ELECTRICAL PLANS.
- PROVIDE STORM SEWER IMPROVEMENTS AS SHOWN:
 - ROOF DRAINS. PROVIDE 8" PVC ROOF DRAIN LEADER. EXTEND 12" ABOVE GRADE. CONFIRM DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS.
 - 45 DEGREE BEND.
 - PVC CLEANOUT WITH SUDAS SW-203 CASTING.
- CRITICAL CROSSING. CONTRACTOR TO MAINTAIN MINIMUM 18" SEPARATION.
- SITE FRANCHISE UTILITIES. PROVIDE THE FOLLOWING:
 - TRANSFORMER PAD. COORDINATE FINAL SIZE AND LOCATION WITH MID-AMERICAN ENERGY AND ELECTRICAL SITE PLAN.
 - ELECTRICAL SERVICE ROUTE TO BE FINALIZED BY UTILITY PROVIDER. SEE SITE ELECTRICAL PLANS.
 - ELECTRIC METER. SEE ARCHITECTURAL PLANS.
 - GAS METER. SEE ARCHITECTURAL PLANS.
 - GAS SERVICE ROUTE TO BE FINALIZED BY UTILITY PROVIDER.



SUMMERCREST PLAZA

UTILITY PLAN



Project No: 124.0284.01

Sheet C400

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

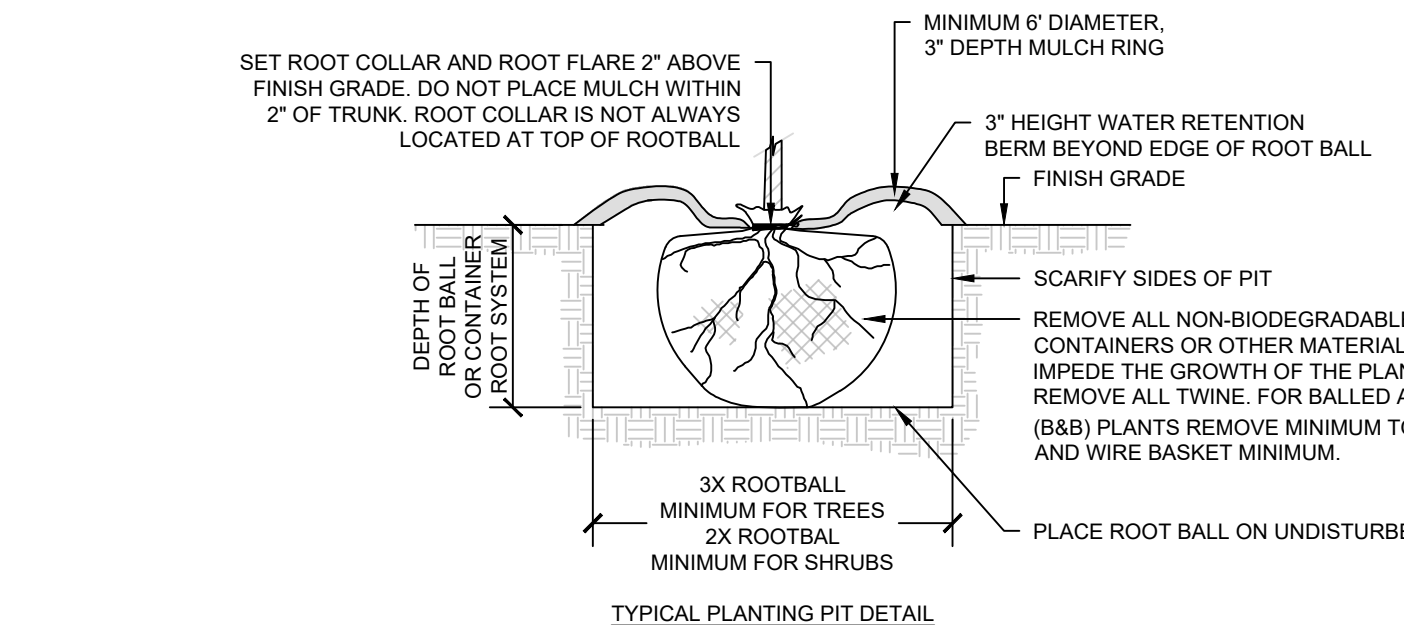
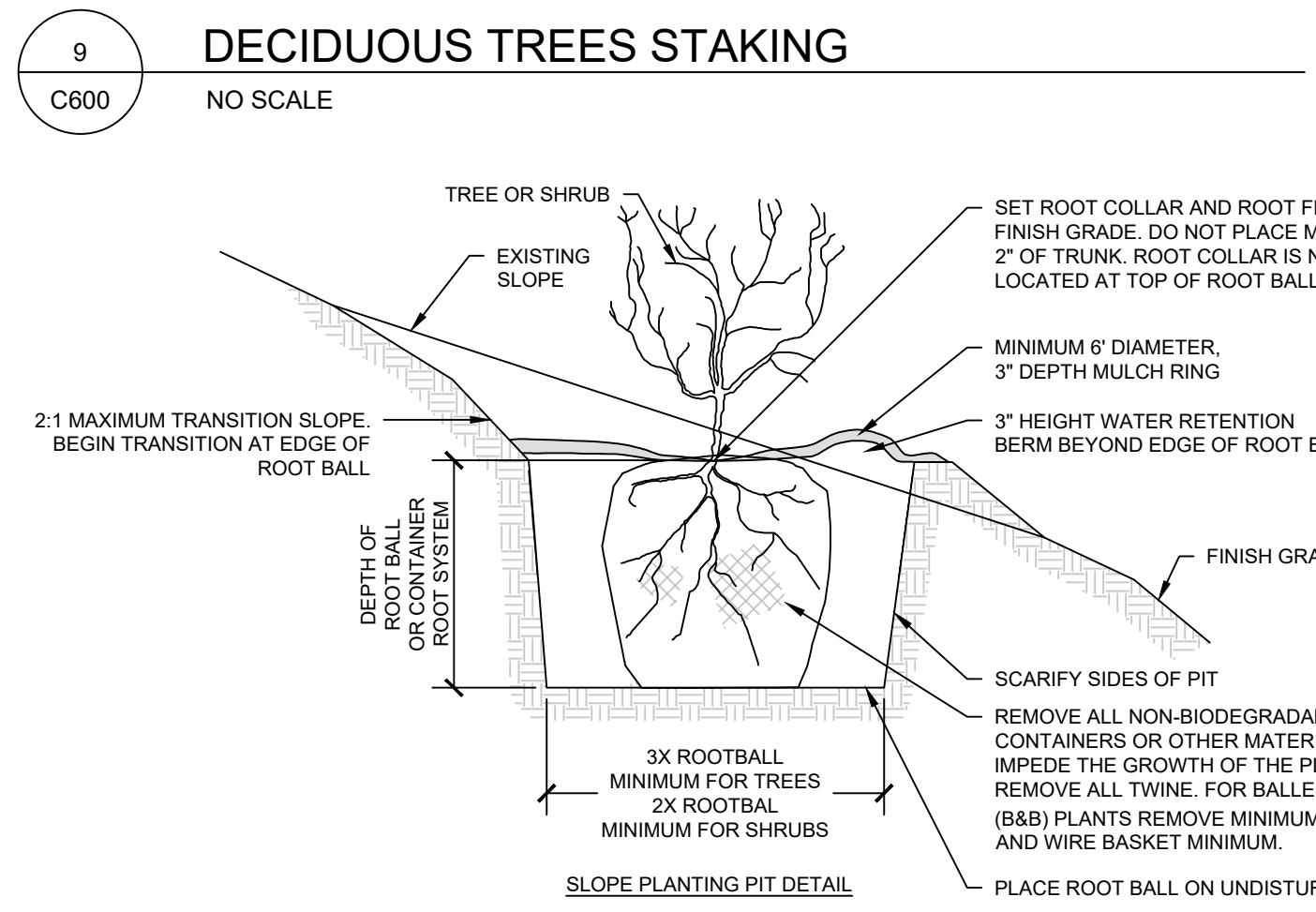
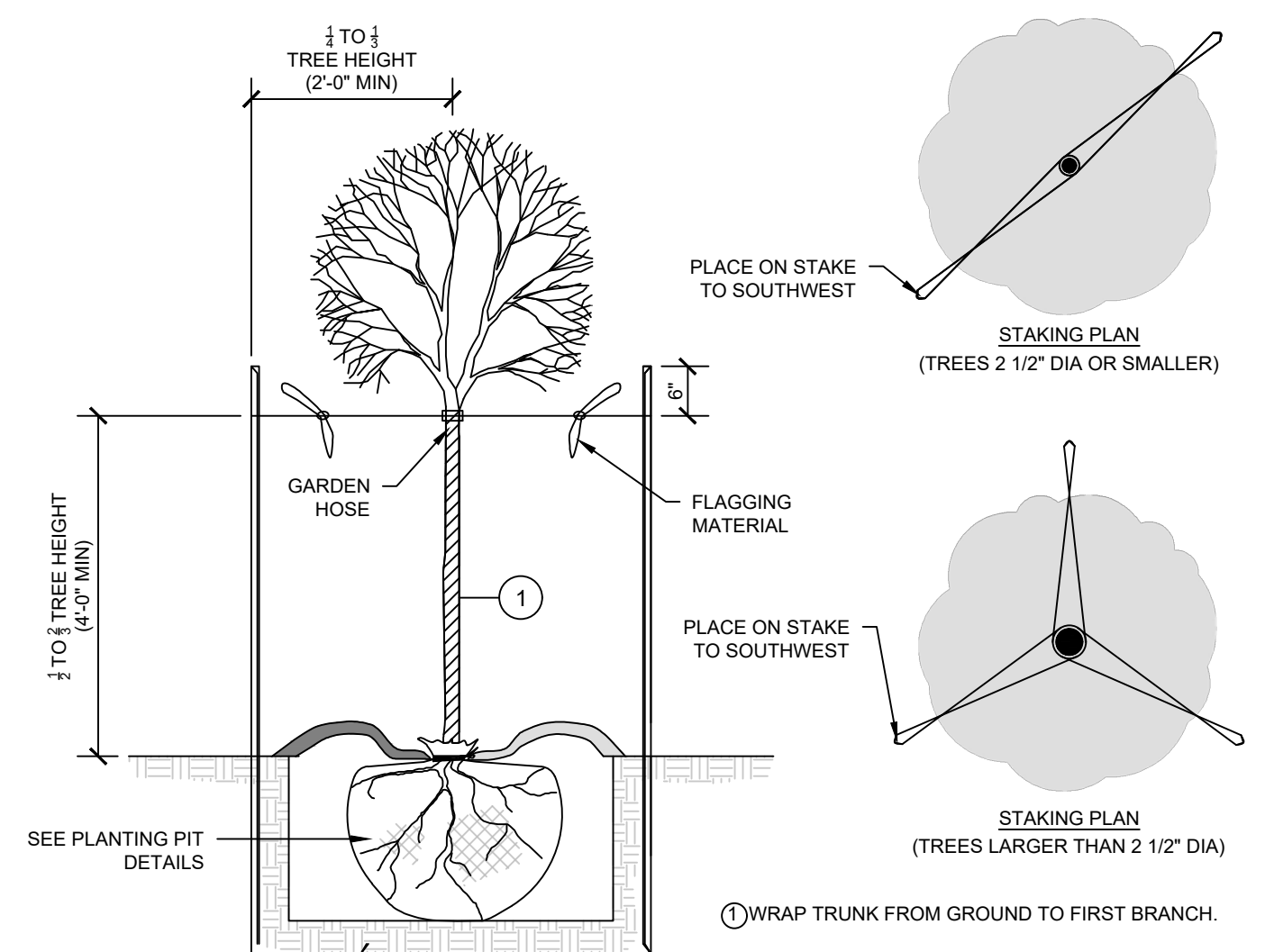
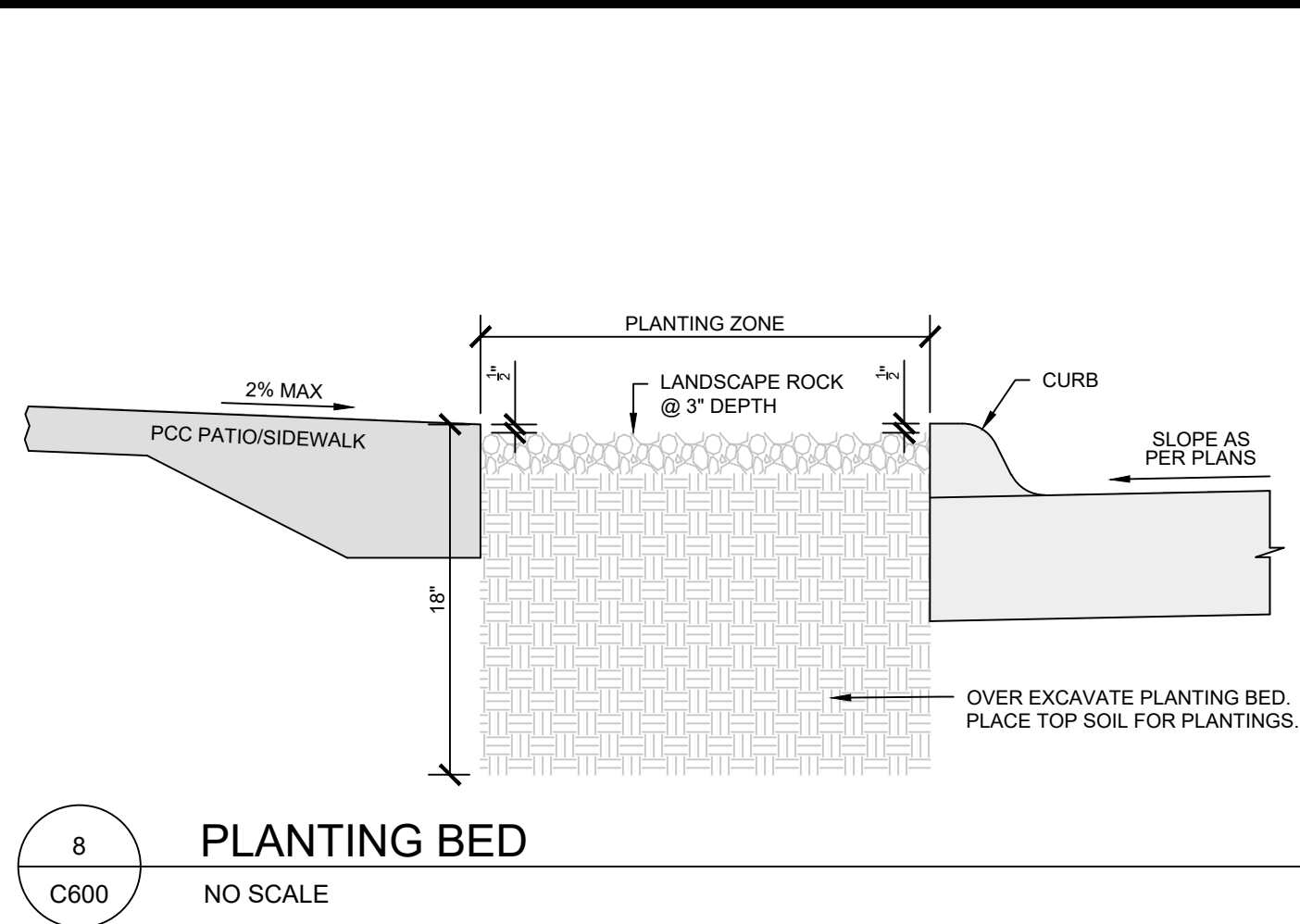
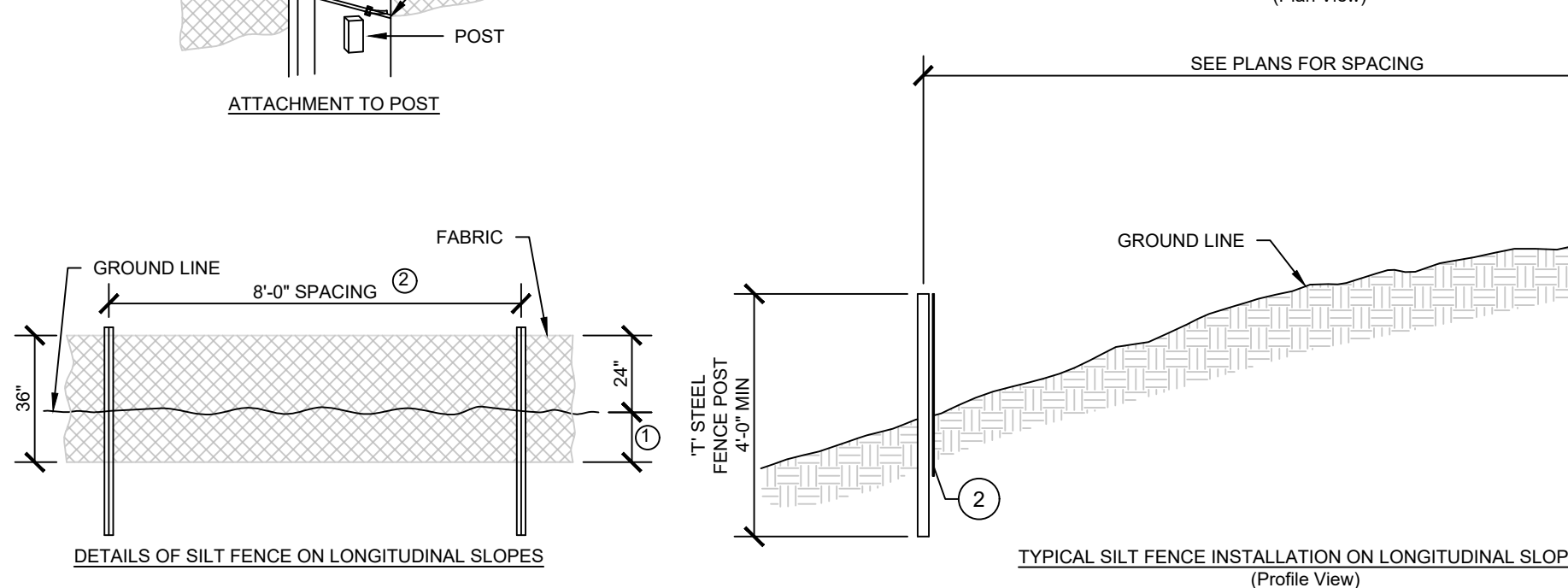
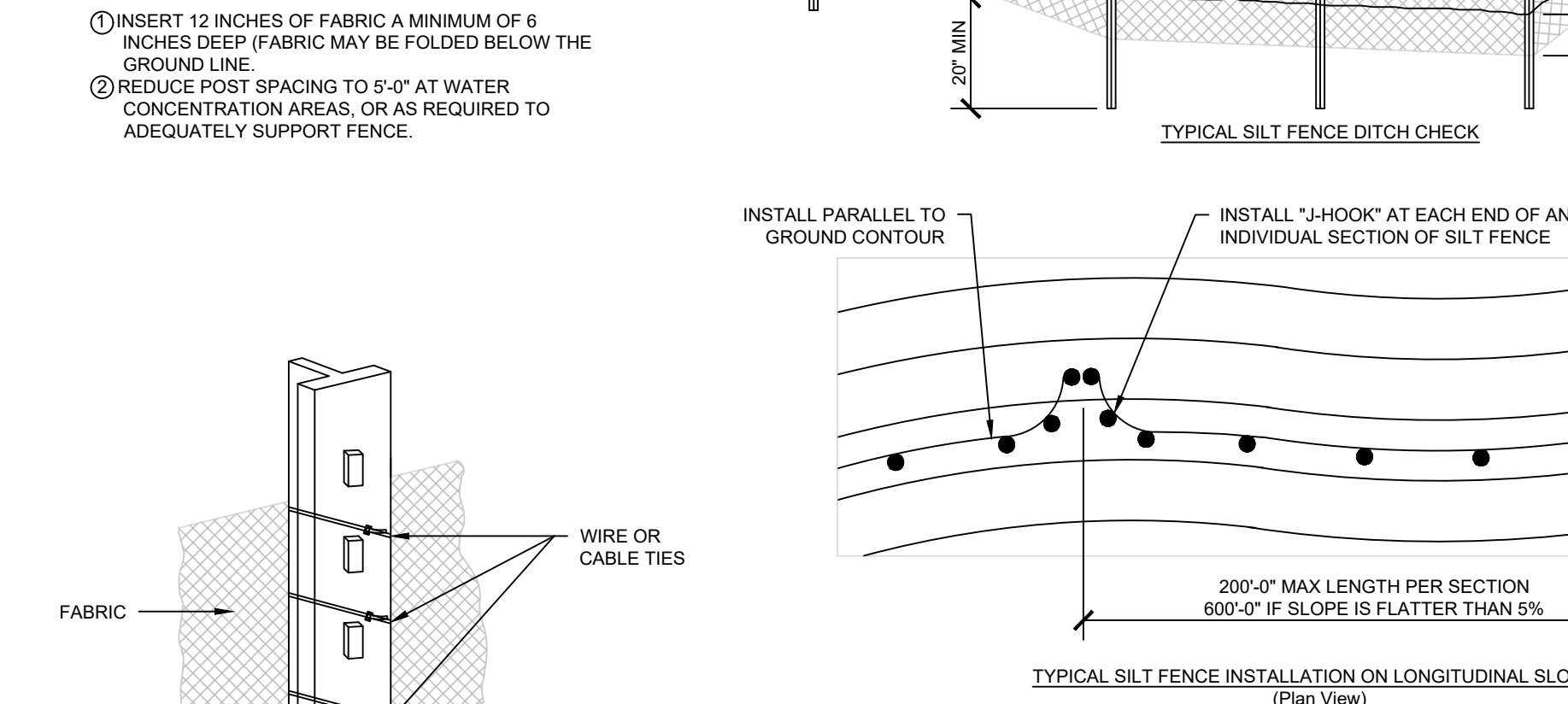
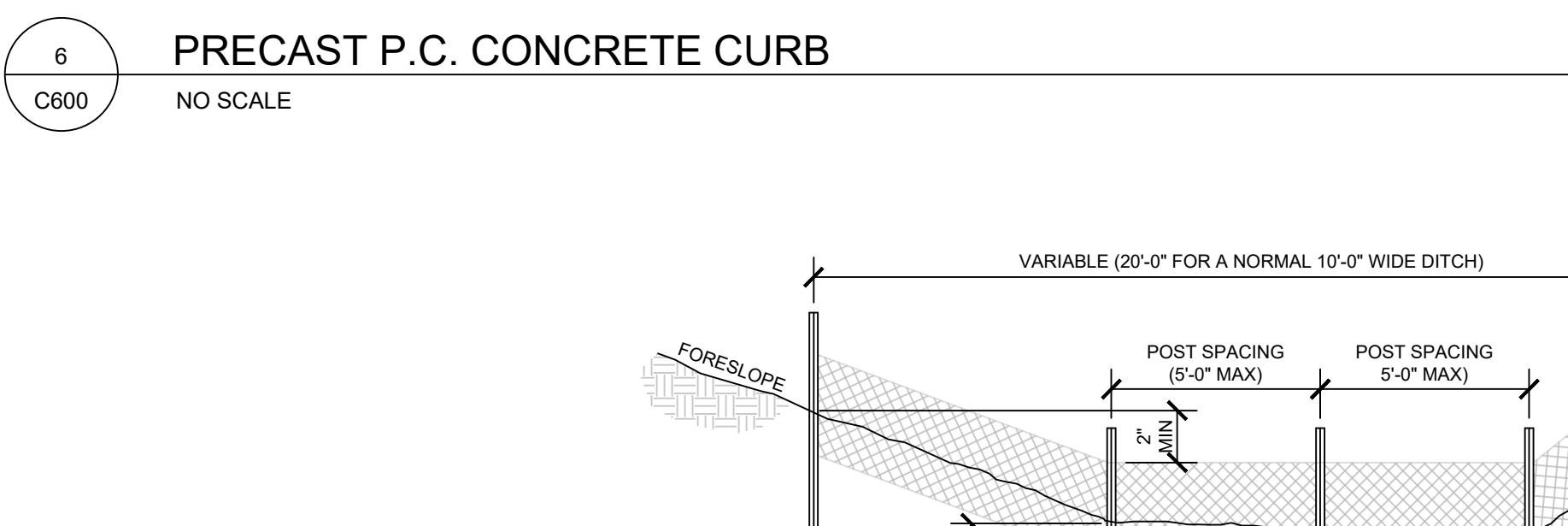
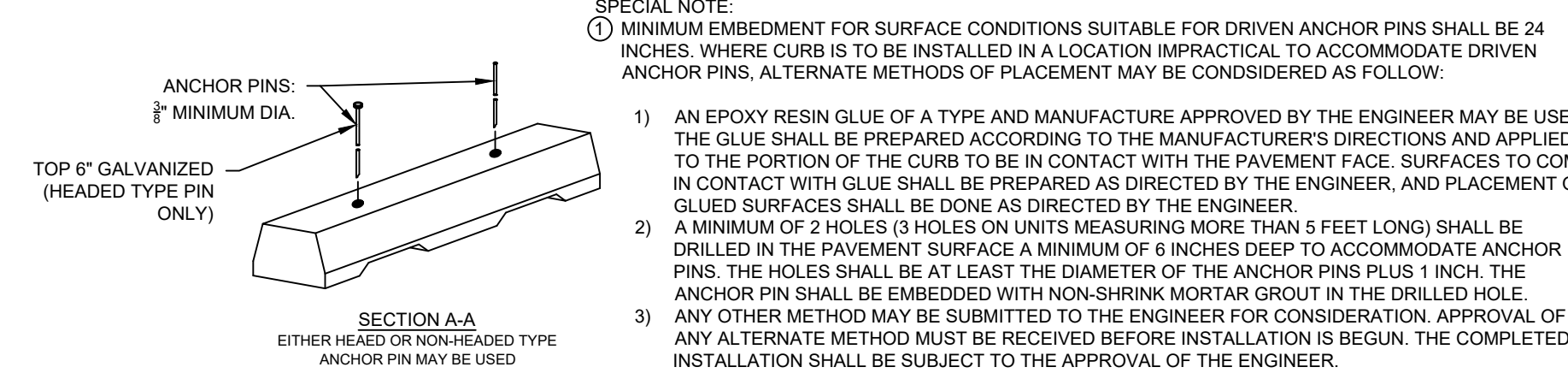
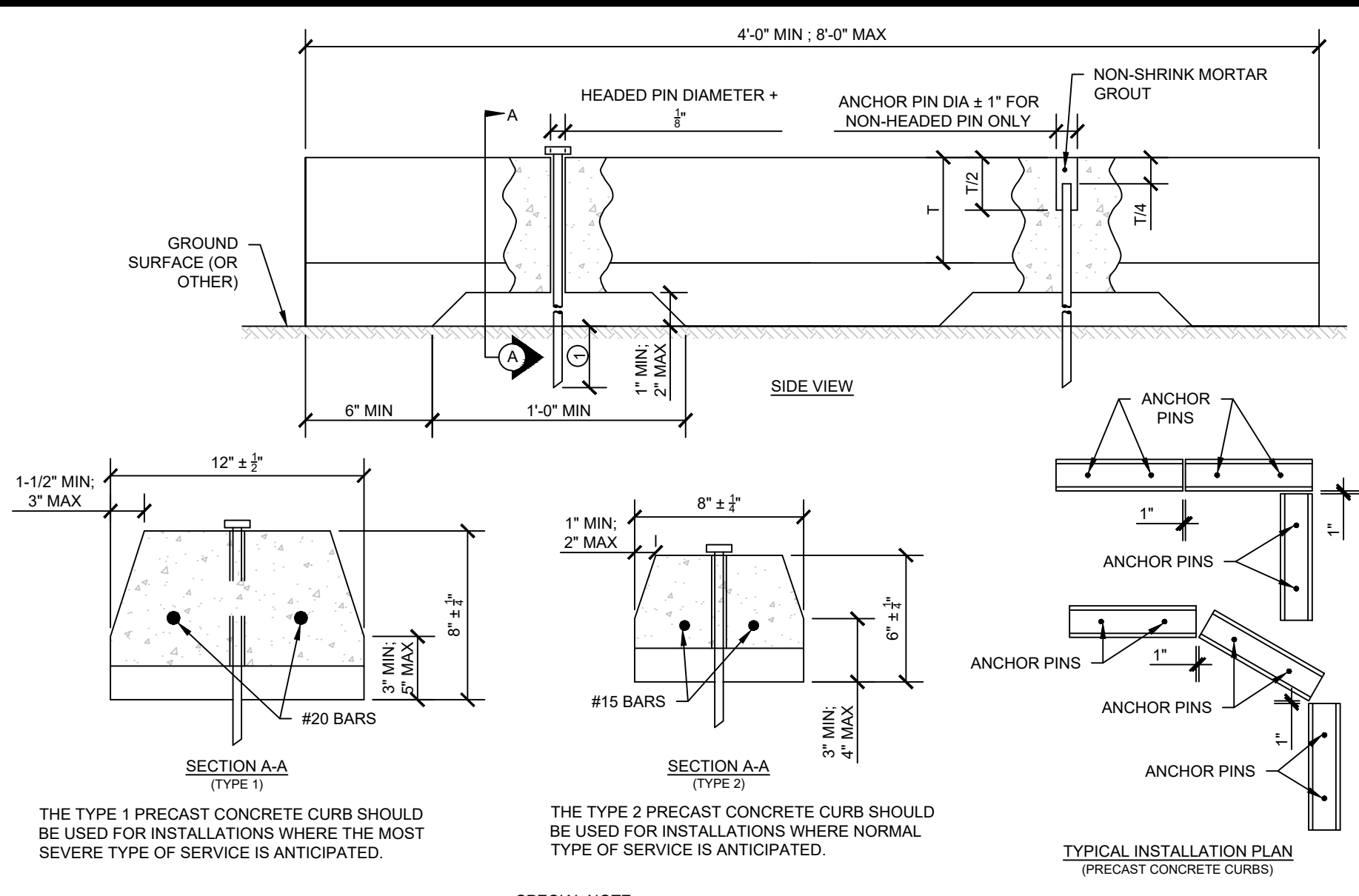
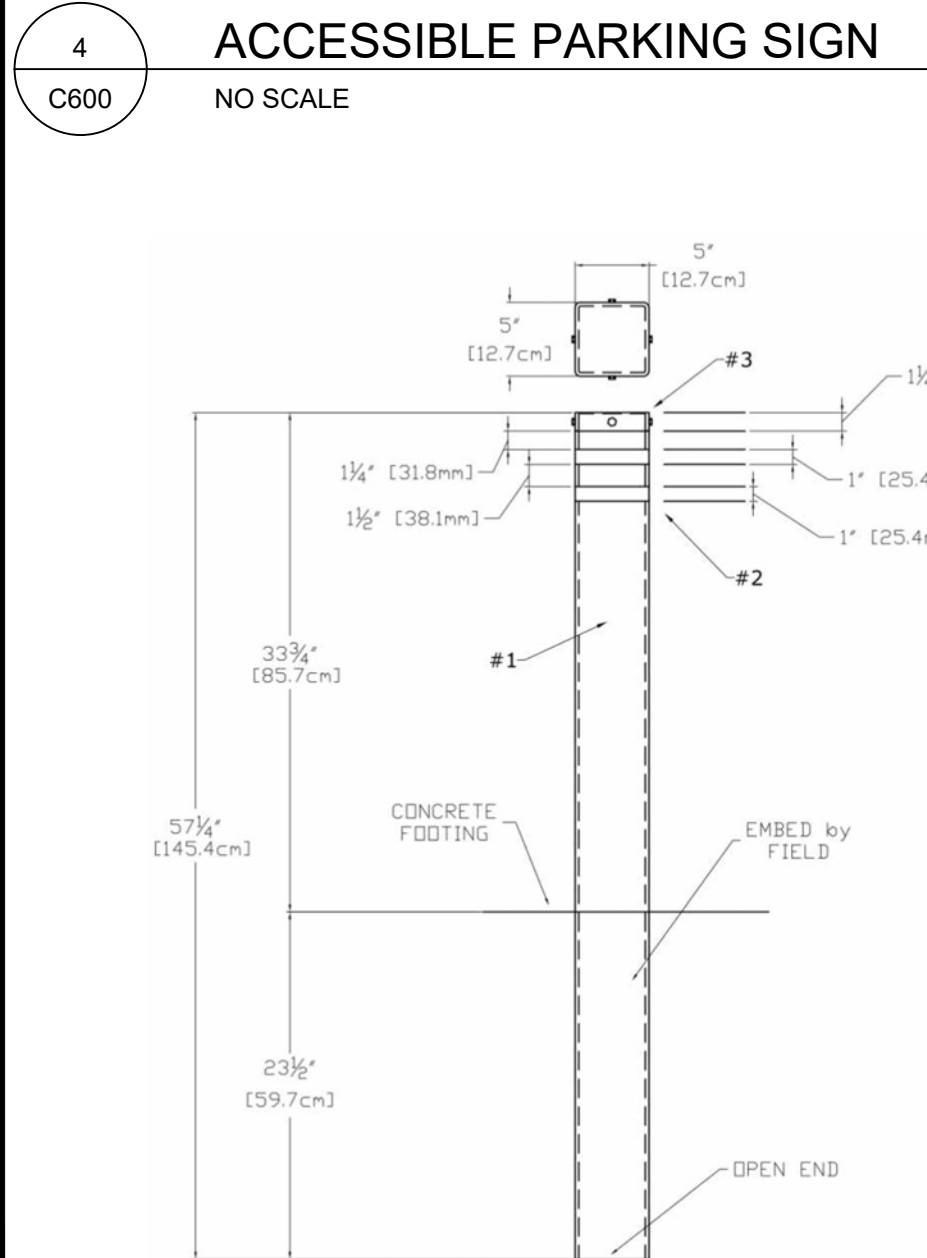
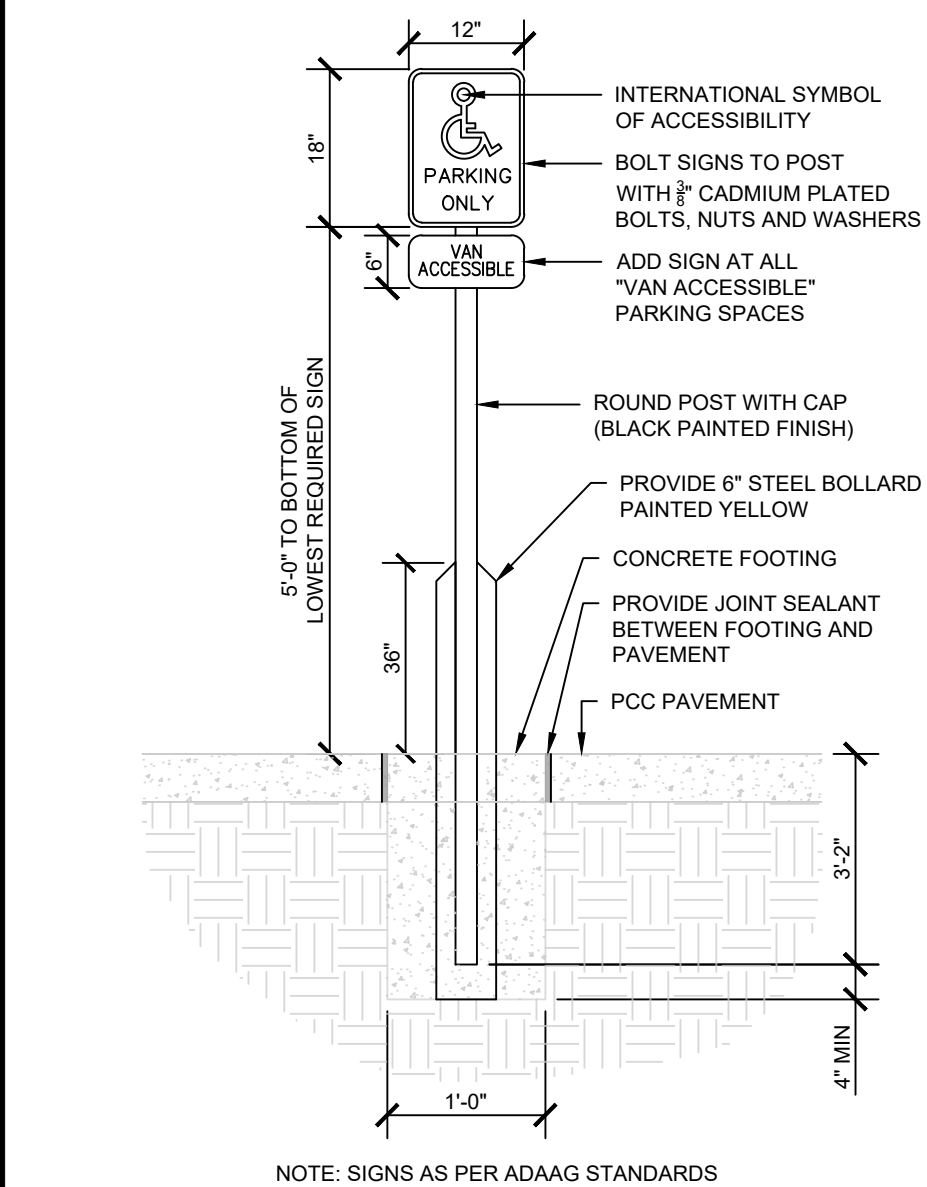
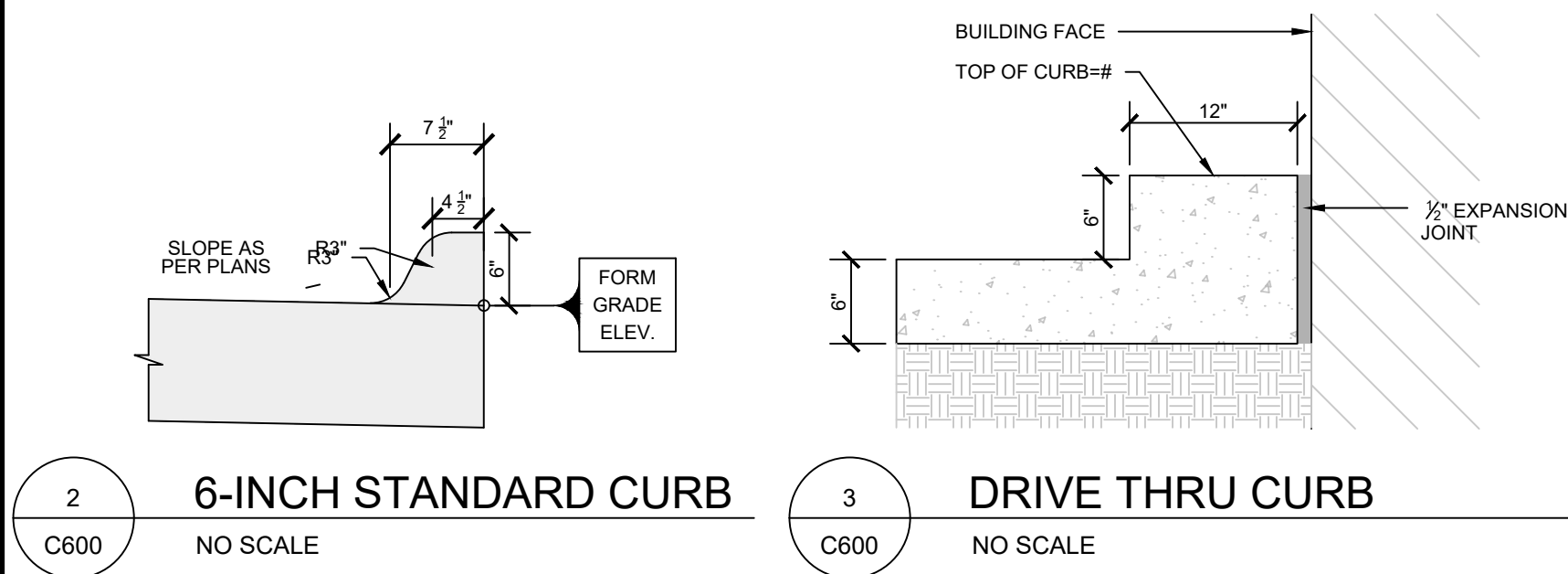
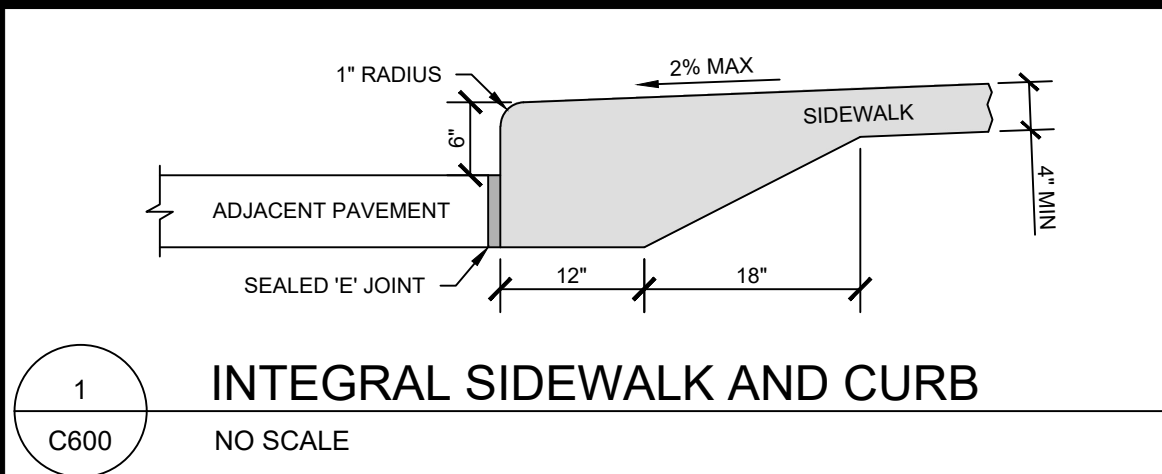
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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
1	REVISED PER CITY COMMENTS	05/15/24	TLS
Engineer:	JRC	Checked By:	MAA
Technician:	TLS	Date:	05/06/2024
		T-R-S:	TTLN-RRW-SS

Project No: 124.0284.01

Sheet C400

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A large, bushy white-flowered tree in full bloom, surrounded by green grass and other plants in a garden setting.

A photograph of a tree with pink blossoms in a grassy field. The tree is in the center, with its branches spreading out. The blossoms are a light pink color. The ground is covered in green grass. In the background, there are other trees and a cloudy sky. The photo is taken from a low angle, looking up at the tree.



A large, mature tree with dense green foliage stands in a grassy field under a clear blue sky. The tree has a thick trunk and a wide, spreading canopy. The ground is covered in green grass, and there are some shadows cast by the tree. The background shows a clear blue sky with a few wispy clouds.

A large, mature tree with vibrant orange-red autumn foliage stands in front of a white house with a porch. The sky is blue with wispy clouds.

A large, dense shrub with vibrant orange and red autumn foliage in the foreground, with a wet road and green lawn in the background.

A photograph of a clump of yellow daylilies (Hemerocallis) in bloom. The plants have long, green, blade-like leaves and several bright yellow flowers with prominent stamens. They are growing in a garden bed with dark mulch and green grass in the background.

A large, dense bush of purple flowers, likely Salvia (Sage), in a garden setting. The flowers are small and numerous, creating a thick wall of purple. The foliage is green and appears to be a mix of broad and narrow leaves. The bush is situated in a garden bed with mulch and a brick path visible in the foreground. In the background, there are other plants, including a dark green coniferous tree and a reddish-brown shrub.

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PROVIDE A HORIZONTAL "BOARD CONCRETE FORMED FINISH" ON HALF WALL

1

SCALE: 1/8" = 1'-0"

COLOR - PRIMARY SOUTH (FRONT) ELEVATION

SIGNAGE CALCULATIONS:

DESIGN CRITERIA:

- MAX. ALLOWED SIGN AREA NOT TO EXCEED 100 S.F. PER TENANT
- NO MORE THAN 2 FACADES

NOTES:

- FINAL SIGNAGE TO BE REVIEWED & APPROVED THROUGH SIGN PERMITTING PROCESS.
- SIGNAGE SHOWN ON LEASE SPACE #1 IS AS MANDATED BY STARBUCKS.
- ANY DEVIATION WILL NEED TO BE APPROVED BY STARBUCKS CORPORATE.

SIGNAGE CALCULATIONS:

NORTH (REAR)

MATERIAL CLASS	DESCRIPTION	(S.F.)
LEASE SPACE #1	TOTAL WALL	615
	MAX. SIGN AREA	61.5
LEASE SPACE #2	TOTAL WALL	542
	MAX. SIGN AREA	54.2
LEASE SPACE #3	TOTAL WALL	329
	MAX. SIGN AREA	32.9
LEASE SPACE #4	TOTAL WALL	329
	MAX. SIGN AREA	32.9
LEASE SPACE #5	TOTAL WALL	402
	MAX. SIGN AREA	40.2

SIGNAGE CALCULATIONS:

PRIMARY WEST (DRIVE-THRU)

MATERIAL CLASS	DESCRIPTION	(S.F.)
LEASE SPACE #1	TOTAL WALL	1,679
	MAX. SIGN AREA	100

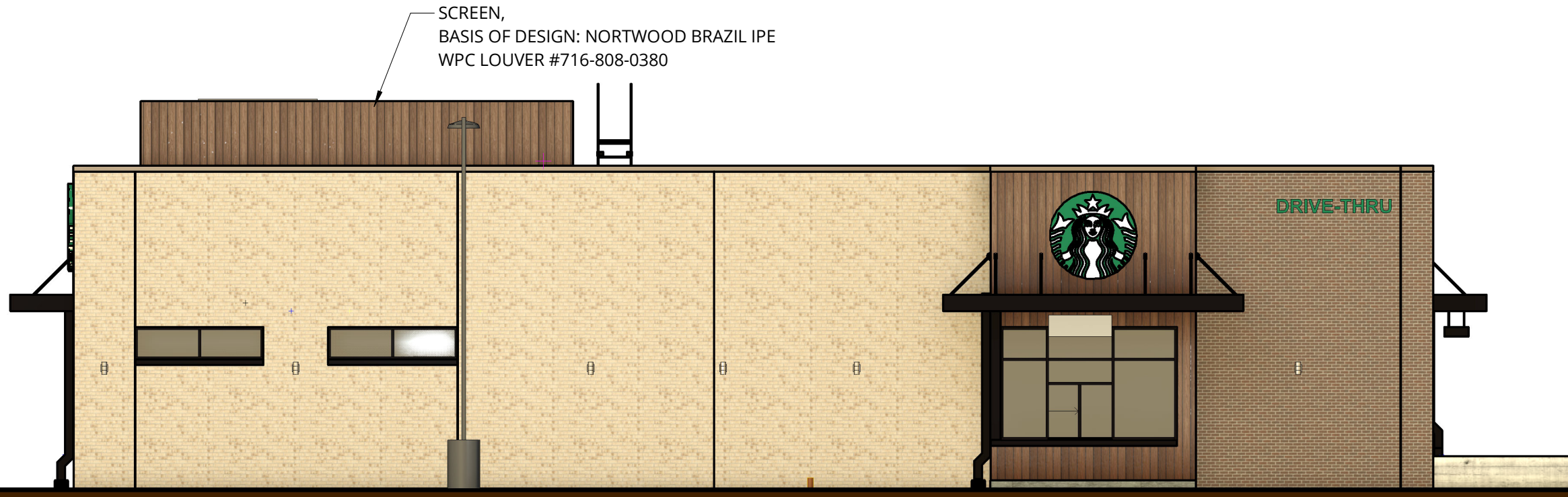
SIGNAGE CALCULATIONS:

PRIMARY SOUTH (FRONT)

MATERIAL CLASS	DESCRIPTION	(S.F.)
LEASE SPACE #1	TOTAL WALL	738
	MAX. SIGN AREA	73.8
LEASE SPACE #2	TOTAL WALL	601
	MAX. SIGN AREA	60.1
LEASE SPACE #3	TOTAL WALL	442
	MAX. SIGN AREA	42.2
LEASE SPACE #4	TOTAL WALL	364
	MAX. SIGN AREA	36.4
LEASE SPACE #5	TOTAL WALL	501
	MAX. SIGN AREA	50.1

PER PALETTE B SPECS:
12" OPEN FACE, REAR GUTTER

COLOR NOTE:
IF MANUFACTURER STANDARD COLORS DO NOT MATCH STOREFRONT FINISH, PROVIDE CUSTOM POWDER COAT FINISH TO MATCH.

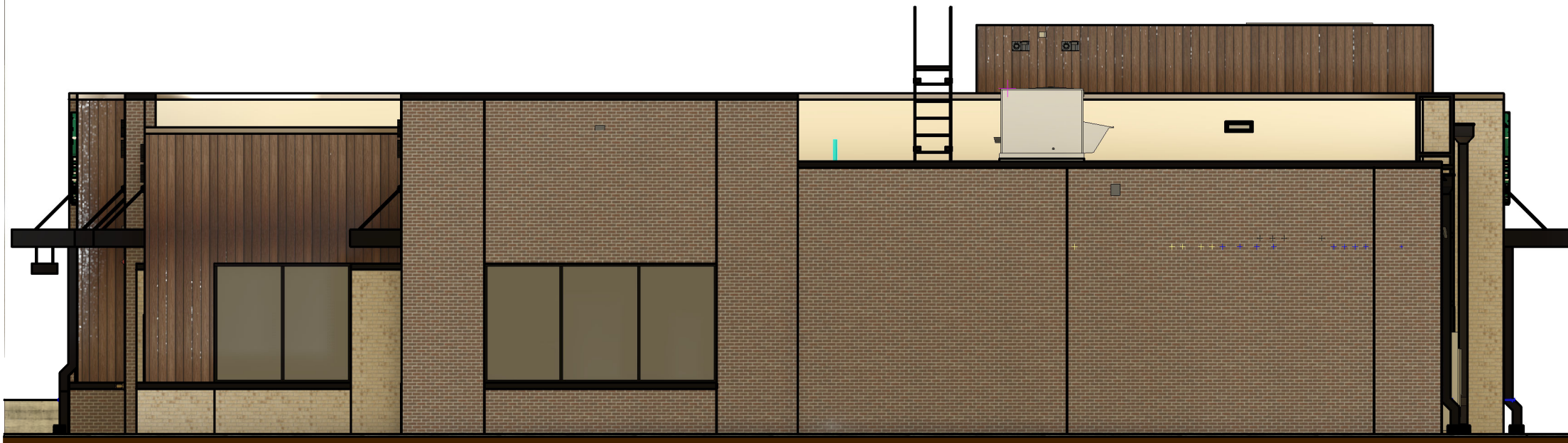


SCREEN,
BASIS OF DESIGN: NORTWOOD BRAZIL IPE
WPC LOUVER #716-808-0380

2

SCALE: 1/8" = 1'-0"

COLOR - PRIMARY WEST (DRIVE-THRU) ELEVATION



3

SCALE: 1/8" = 1'-0"

COLOR - EAST ELEVATION

VENEER CALCULATIONS:

NORTH (REAR)

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%	COMBINED %
CLASS-1	BRICK VENEER: C1	572	26	91%
CLASS-1	BRICK VENEER: C2	1,456	65	
CLASS-1	CLEAR GLAZING	0	0	
CLASS-3	WOOD-LOOK SIDING	0	0	
CLASS-OTHER	H.M. DOOR OPENINGS	199	9	
TOTALS:	CLASS-1 OR 2 = (3)	2,227 S.F.	100%	

PRIMARY SOUTH (FRONT)

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%	COMBINED %
CLASS-1	BRICK VENEER: C1	492	20	83%
CLASS-1	BRICK VENEER: C2	926	37	
CLASS-1	CLEAR GLAZING	661	26	
CLASS-3	WOOD-LOOK SIDING	438	17	
CLASS-OTHER	H.M. DOOR OPENINGS	0	0	
TOTALS:	CLASS-1 OR 2 = (3)	2,517 S.F.	100%	

PRIMARY WEST (DRIVE-THRU)

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%	COMBINED %
CLASS-1	BRICK VENEER: C1	1,104	66	90%
CLASS-1	BRICK VENEER: C2	294	18	
CLASS-1	CLEAR GLAZING	108	6	
CLASS-3	WOOD-LOOK SIDING	176	10	
CLASS-OTHER	H.M. DOOR OPENINGS	0	0	
TOTALS:	CLASS-1 OR 2 = (3)	1,682 S.F.	100%	

EAST

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%	COMBINED %
CLASS-1	BRICK VENEER: C1	67	5	89%
CLASS-1	BRICK VENEER: C2	975	73	
CLASS-1	CLEAR GLAZING	152	11	
CLASS-3	WOOD-LOOK SIDING	148	11	
CLASS-OTHER	H.M. DOOR OPENINGS	0	0	
TOTALS:	CLASS-1 OR 2 = (3)	1,342 S.F.	100%	

EXTERIOR MATERIAL SELECTIONS

NOTE:
THESE SELECTIONS ARE PROVIDED TO SHOW
"COLOR INTENT".

FINAL SELECTIONS CAN/ OR WILL BE MADE BY THE OWNER
AND/ OR STARBUCKS AS THIS PROJECT PROGRESSES.

ROOFING:

- PER SPECIFICATIONS
- TPO
- WHITE

ROOFING: COPING @ BRICK C1

- PER SPECIFICATIONS
- COLOR MATCH: BRICK C1
- T.B.D.

ROOFING: COPING @ BRICK C2

- PER SPECIFICATIONS
- COLOR MATCH: STOREFRONT
- ANODIZED DARK BRONZE

ROOFING: GUTTER & DOWNSPOUTS

- PER SPECIFICATIONS
- COLOR MATCH: BRICK C1
- T.B.D.

ROOFING: ARCHITECTURAL METAL CANOPIES

- BASIS OF DESIGN:
 - AMERICANA (or SIMILAR)
 - COLOR MATCH: S.F.
 - ANODIZED DARK BRONZE
- INCLUDES FLASHINGS
- CANOPY DOWNSPOUTS
- PER SPECIFICATIONS
- COLOR MATCH: STOREFRONT
- ANODIZED DARK BRONZE

300: WOOD-LOOK SIDING

- NEW TECH
- JOHATHAN WALKER
- 832-810-3970
- BRAZILIAN IPE
- BELGIAN BOARDS

200: BRICK MASONRY VENEER: C1

- ACME BRICK
- MODULAR SIZED
- 2 1/4"(H)x7 5/8"(L)x3 5/8"(D)
- STADLEBROOK
- DTP707
- MORTAR COLOR: SM100

BRICK MASONRY VENEER, ACCENT COLOR: C2

- ACME BRICK
- MODULAR SIZED
- 3 5/8" x 7 5/8" x 3 5/8"
- MOCHA IRONSPOT

STOREFRONT DOORS & WINDOWS

- KAWNEER
- ANODIZED DARK BRONZE
- FINISH:
 - TRIFAB 451T VERSA GLAZE
 - ALTERNATE:
 - TUBLITE
 - T14000 SERIES
- INCLUDE VISIBLE FLASHINGS

METAL WINDOW SILL TRIM/ LOW BRICK CAPS

- PER SPECIFICATIONS
- COLOR MATCH: STOREFRONT
- ANODIZED DARK BRONZE

HOLLOW DOORS

- PER SPECIFICATIONS
- COLOR MATCH: STOREFRONT
- ANODIZED DARK BRONZE
- INCLUDING FLASHINGS

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ANY USE WITHOUT WRITTEN
PERMISSION IS STRICTLY
PROHIBITED!

STUDIO
ARCHITECTURE || INTERIORS
509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

Summerview Plaza

302 E. Trail Ridge Ave - T.B.D.

Indianola, Iowa 50125

CONSTRUCTION DOCUMENT SET - PLANS FOR CONSTRUCTION

DELIVER

COMMIT

DEVELOP

DISCOVER/ ANALYZE

PROJECT
DESIGNER-INTERIOR
CGL

ISSUED DATE:
06/04/2024

REVISIONS

REV #	DESCP.	DATE

PLAN NO. = 90-186

DWG. LIST

COLOR EXTERIOR
ELEVATIONS

SHEET NO.

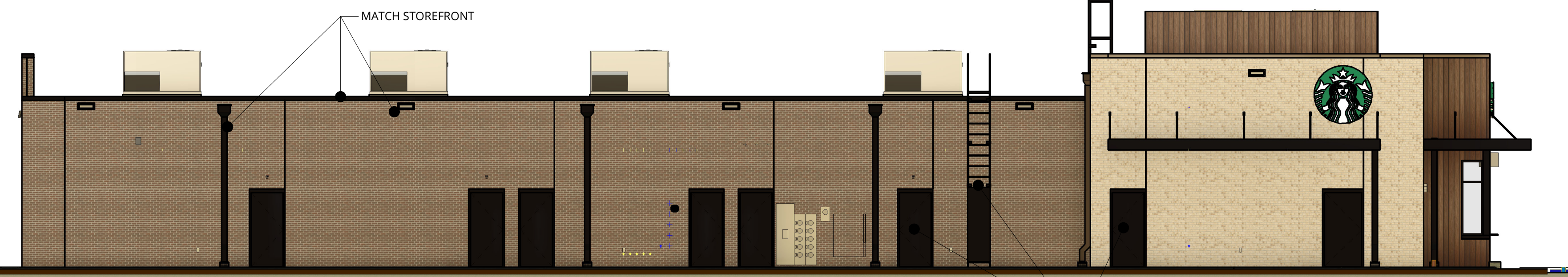
A-202

4

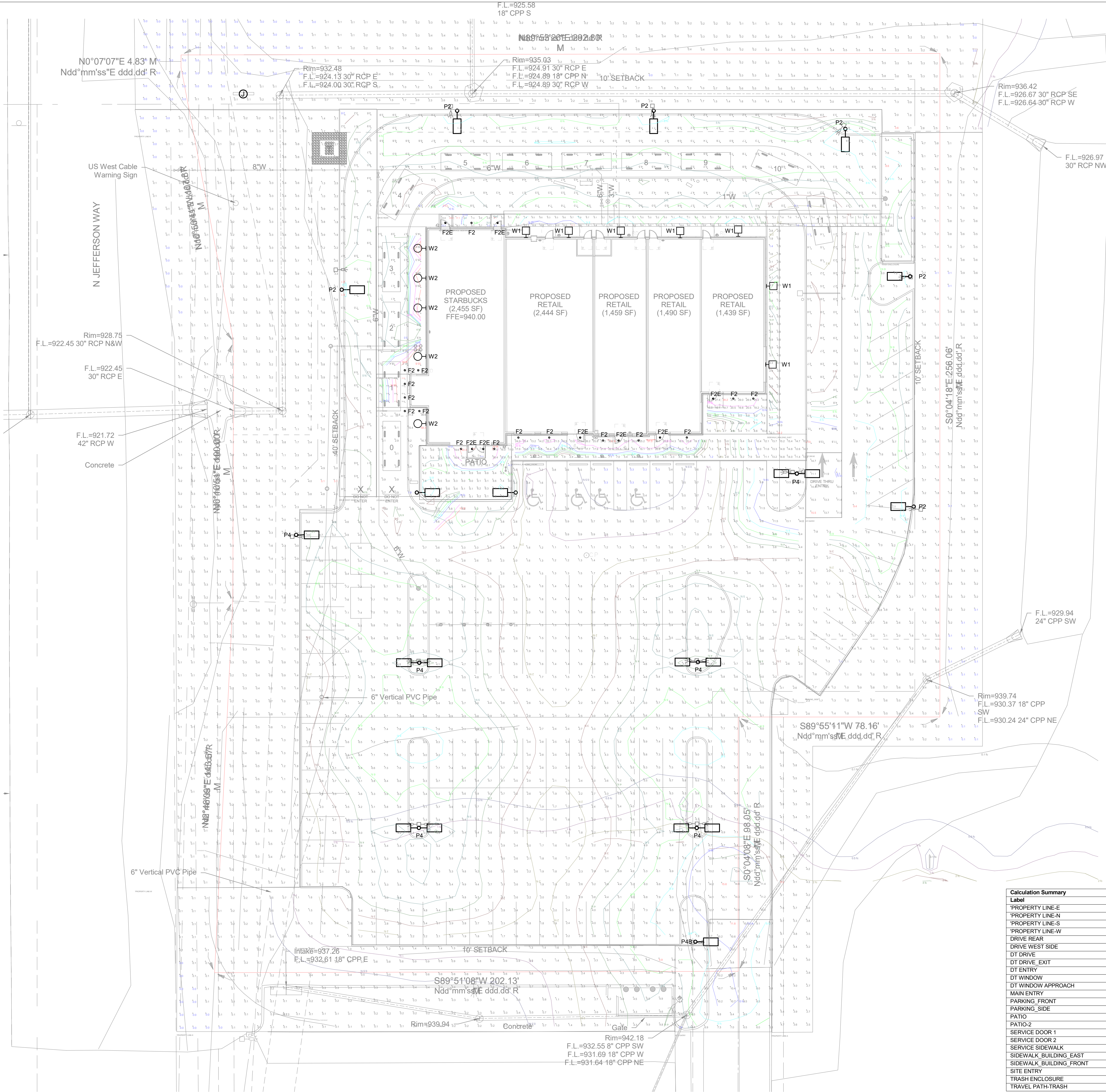
SCALE: 1/8" = 1'-0"

COLOR - NORTH (REAR) ELEVATION

PAINT TO MATCH STOREFRONT



- POWER GENERAL NOTES
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. COORDINATE ELECTRICAL REQUIREMENTS FOR MECHANICAL UNITS WITH MECHANICAL CONTRACTOR AND FINAL MECHANICAL SHOP DRAWINGS.
- C. PROVIDE PENETRATIONS REQUIRED FOR ROUTING RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.



Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE-E	Fc	1.76	8.2	0.1	17.80	82.00
PROPERTY LINE-N	Fc	0.53	3.6	0.0	N.A.	N.A.
PROPERTY LINE-S	Fc	1.11	6.9	0.0	N.A.	N.A.
PROPERTY LINE-W	Fc	0.64	5.1	0.0	N.A.	N.A.
DRIVE REAR	Fc	5.70	13.0	1.9	3.36	6.84
DRIVE WEST SIDE	Fc	4.59	8.1	2.6	1.77	3.12
DT DRIVE	Fc	4.27	15.7	1.1	3.88	14.27
DT DRIVE_EXIT	Fc	10.61	58.3	1.9	5.58	30.68
DT ENTRY	Fc	12.72	15.5	9.7	1.31	1.60
DT WINDOW	Fc	23.45	51.0	3.6	6.51	14.17
DT WINDOW_APPROACH	Fc	12.66	53.6	3.0	4.22	17.67
MAIN ENTRY	Fc	41.18	44.6	37.9	1.09	1.18
PARKING_FRONT	Fc	4.43	15.6	0.3	14.77	52.00
PARKING_SIDE	Fc	5.16	9.4	1.1	4.69	8.55
PATIO	Fc	6.82	33.3	4.1	2.15	8.12
PATIO-2	Fc	12.10	29.2	1.4	8.64	20.86
SERVICE DOOR 1	Fc	24.20	25.2	23.3	1.04	1.08
SERVICE DOOR 2	Fc	4.73	5.1	4.5	1.05	1.13
SERVICE SIDEWALK	Fc	8.59	17.1	5.0	1.72	3.42
SIDEWALK_BUILDING_EAST	Fc	4.57	13.2	1.4	3.26	9.43
SIDEWALK_BUILDING_FRONT	Fc	12.10	31.0	1.2	10.08	25.83
SITE ENTRY	Fc	7.92	11.8	3.9	2.03	3.03
TRASH ENCLOSURE	Fc	6.04	8.6	3.0	2.01	2.87
TRAVEL PATH-TRASH	Fc	5.97	11.1	1.2	4.98	9.25
Starbucks Req.						

City of Indianola
RESOLUTION NO. 2024-

**A RESOLUTION APPROVING A MAJOR SITE PLAN APPLICATION FOR A RESTAURANT
AND RETAIL SALES AT 302 NORTH TRAIL RIDGE AVENUE**

WHEREAS, Justin Brown of Downing Construction, on behalf of SHDC LLC, has submitted a major site plan application to allow for a five (5) unit, 9,287 square foot, multi-tenant commercial building, with proposed uses including retail, restaurant, and drive-through on property located at 302 North Trail Ridge Avenue; and

WHEREAS, the Major Site Plan Application was distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies; and,

WHEREAS, subsequent to review by the city departments and agencies, the Major Site Plan Application along with a written recommendation as to the plan's conformity with the rules and regulations of the city was forwarded to the Planning and Zoning Commission; and,

WHEREAS, in order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:

- i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
- ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
- iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
- iv. The proposed use and site improvements shall not unduly increase traffic congestion;
- v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
- vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property;
- vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.; and,

WHEREAS, the Planning and Zoning Commission held a meeting on June 11, 2024, as prescribed by their rules of procedures and reviewed the Major Site Plan Application for conformity with the zoning regulations and standards; and

WHEREAS, the Planning and Zoning Commission concluded that all findings of approval have been satisfied, and recommends to the City Council that the Major Site Plan be approved, with conditions; and

WHEREAS, The City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove the Major Site Plan Application. In order for the Council to approve a Major Site Plan, the Council shall confirm or make the aforementioned findings.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, the requirements of the Municipal Code and the comments from the developer and the public, deems it appropriate to approve the major site plan with the following findings:

1. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;
2. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;
3. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;
4. The proposed use and site improvements shall not unduly increase traffic congestion;
5. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;
6. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,
7. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, that the following is a condition of approval:

1. That should the Board of Adjustment variance application be denied, submitted site planning documents must be resubmitted to comply with minimum building design requirements.
2. Prior to an approved sign permit, a text amendment request will need to be submitted to allow for additional drive-thru facility signs at the site.
3. A public sidewalk connection must be made when parcel(s) to the southeast are developed.
4. Remaining stormwater management plan (SWMP) comments, dated June 5, 2024, must be addressed prior to start of construction; and

APPROVED this 17th day of June 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Ted Neller
Date: June 17, 2024
Subject: First consideration of an ordinance adding Chapter 160A, False Fire Alarm.

Introduction: The Indianola Fire Department is in the process of updating several of its current ordinances. The first one we would like to address is Adding a Malicious fire alarm definition in 160A.01, and adding the option to fine for a malicious fire alarm in 160A.05. Legal counsel cleared up some wording in 160A.02 (3).

Background: The current ordinance has some unclear and inaccurate information in it.

Discussion:

Budget Impact:

Recommendation: It is the recommendation of staff to adopt the new ordinance as written by legal counsel.

<u>Attachments:</u>	1. 24.03.22 False Fire Alarm Ordinance
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**AN ORDINANCE AMENDING INDIANOLA MUNICIPAL CODE
TO ADD CHAPTER 160A, FALSE FIRE ALARM**

BE IT ORDAINED by the City Council of the City of Indianola, Iowa:

Section 1. Chapter 160A of the Indianola Municipal Code is hereby added as follows:

**CHAPTER 160A
False Fire Alarm**

160A.01 DEFINITIONS.

The following terms are defined for use in this chapter:

1. "False alarm" means the activation of a fire alarm system through mechanical failure, malfunction, improper installation, improper maintenance, or the negligence of the owner or lessee of the fire alarm system or of his or her employees or agents. This does not include alarms caused by unauthorized tampering with a fire alarm system by anyone other than the fire alarm user or his or her agent.
2. "Fire alarm system" means any assembly of equipment, mechanical or electrical, installed by a fire alarm business, arranged to signal the occurrence of a fire, smoke, water flow, or other condition to which the Fire Department may be expected to respond.
3. "Fire alarm user" means a person who is in control of any building, structure, or facility where a fire alarm system is present.
4. "Testing and maintenance" means when an alarm service technician or alarm company conducts fire alarm system testing.
5. "Year" means a twelve-month period beginning with the first day of July and ending on the last day of June of each year.

160A.02 FALSE ALARM PROCEDURE AND USER FEE.

1. Whenever Fire Department personnel respond to an activated fire alarm system the fire official in charge of the incident shall determine if the response was caused by a false alarm and shall indicate that fact upon the incident report.
2. The Fire Department shall regularly review incident reports to monitor the accumulation of false alarms at any one location. When two false alarms have occurred at the same location within one year, and the location is within the incorporated area of the City of Indianola, the Fire Department shall notify the fire alarm user by letter, citing the location and date of each false alarm. The letter shall recommend that appropriate action be taken on the part of the fire alarm user to alleviate the causes of false alarms. It shall include a statement that an accumulation of more than three (3) false alarms within a year shall result in a charge for services. Another similar letter shall be sent when three false alarms have occurred at the same location within the year.
3. When four false alarms have occurred at one location within a year, a user fee for service for false alarm response shall be billed to the property owner. Each additional false alarm within the year shall require the billing of an additional fee. However, no fire alarm user shall be charged with accumulating more than one false alarm in any 24-hour period. In the event that payment of the fee is not made within thirty (30) days of billing, an administrative charge for collection shall be assessed. All fees shall be established by resolution of the Council, as adopted from time to time. The fee hereby established affords only partial recovery of the expenses incurred in responding to the false alarm.
4. Whenever Fire Department personnel respond to a fire alarm that has been activated due to testing and maintenance, the fire official in charge of the incident shall determine if the response

resulted from failure to make the proper notification to the Warren County Communication Center and shall so indicate on the incident report. Notwithstanding anything contained in any other section of this chapter, if a fire alarm is activated due to testing and maintenance and the Warren County Communication Center was not given proper notification, a user fee established by resolution will be imposed upon each false alarm. The responsible party will be the agency, testing or maintenance company representative, or individual who initiated the alarm testing or maintenance.

160A.03 EVIDENCE OF REPAIR ACCEPTED IN LIEU OF FEE.

An alarm user may submit evidence that a malfunctioning system has been repaired in lieu of paying a user fee within ten (10) days of the date of notification of the fee. Evidence such as a receipt from a licensed alarm business with a statement of repairs made to the system is acceptable. For a repeated problem with a system after a repair is alleged to have been made, the City Manager may decide not to accept an alternative to paying the fee.

160A.04 REVIEW OF FALSE ALARM CHARGE.

Any person may appeal the imposition of the fee to the City Manager. A false alarm user shall appeal in writing and such appeal shall be made to the City Manager within ten (10) days of the date of notification of the fee.

Section 2. If any ordinance or parts of ordinances shall be deemed to be inconsistent with the provisions of this ordinance, the provisions of this ordinance shall control.

Section 3. If any section or provision of this ordinance shall be adjudged invalid, unenforceable or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole and this ordinance shall be given full force and effect as those such invalid, unenforceable or unconstitutional provision had not been included.

Section 4. This ordinance shall be effective upon its passage, approval and publication as provided by law.

Passed and approved the _____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: June 17, 2024

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None