



CITY OF INDIANOLA COUNCIL MEETING

December 19, 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. Oath of Office**
 - A. Nathan Belvo
 - B. Gerrit Foreman
 - C. Nick Johnston
 - D. Austin Van Wyk
- 5. Public Comment**
- 6. Consent Agenda**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the December 2, 2024 meeting.
 - D. Setting dates for future public hearings
 1. Resolution fixing date for a public hearing on January 6, 2025 at 6 PM on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.
 2. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Emerald Bay Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.
 - E. Approval of Applications
 1. Approval of Final Payment Application in the amount of \$43,577.10 to Indianola Municipal Utilities for streetlights on East Hillcrest Avenue.
 2. Approval of a renewed liquor license for Ohio Martinez, LLC dba Fiestas Jalepenos Mexican Restaurant.
 3. Approval of a renewed liquor license for Desi Liquor, LLC dba Spirits World.

4. Consideration of the approval of a new liquor license for Sticks and Balls, LLC.
- F. Third consideration and adoption of an ordinance amending Chapter 106, Collection of Solid Waste.
- G. Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.
- H. Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.
- I. First consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.
- J. Resolution approving application for Partial Payment Number 1 in the amount of \$126,039.73 to TK Concrete and Change Order Number 1 in the amount of \$28,478.40 for the North N Street Storm Sewer Repairs Project.
- K. Resolution approving Change Order Number 8 in the amount of (\$300,000) for the Water Resource Recovery Facility Project.
- L. Resolution approving an agreement with HR Green for the South C Street Sanitary Sewer Improvement Project.
- M. Resolution authorizing an agreement with HR Green for the Iowa Avenue Sanitary Sewer Improvement Project.
- N. Resolution approving an agreement with Snyder and Associates for the 14th Street Watershed Study Project.
- O. Resolution approving Final Payment in the amount of \$16,897.11 to Absolute Concrete Construction, Inc., and Final Acceptance of the Downtown Square Reconstruction Project.
- P. Resolution approving the bylaws for the Safety Committee.
- Q. Resolution approving the residential anti-displacement and relocation assistance plan in accordance with the CDBG Grant.
- R. Resolution approving a lease termination agreement by and between the City of Indianola and Regions Bank.
- S. Resolution appointing Wade Wagoner to the position of interim city manager.
- T. Resolution authorizing the termination of an intergovernmental agreement between the City of Indianola and the Greater Des Moines Convention and Visitors Bureau.
- U. Resolution approving the site plan for Indianola Veterinary Clinic at 2201 North Jefferson Way.
- V. Receive and file the FY24 Annual Financial Report.
- W. Prior approval of Urban Revitalization Designations
- X. Resolution approving salaries.

7. Council Reports

- A. Indianola Public Arts Commission presentation on "Illuminate Indianola."
- B. Resolution authorizing agreements for the Illuminate Indianola Mural Project.
- C. Council Committee Reports
- D. Council Committee Representatives
- E. Resolution appointing the City of Indianola representation to the Des Moines Metropolitan Planning Organization (MPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA).
- F. Receive and file the November 2024 Treasurer's Report.

8. Mayor's Report

9. Public Consideration

- A. Old Business
 - 1. South K Street Paving Project
 - a. Resolution approving Partial Payment Number 6 in the amount of \$9,865.04 to Vanderpool Construction, Change Order Number 5 in the amount of (\$27,262.92) and the Supplemental Agreement for the South K Street Paving Project.
 - b. Resolution accepting work.
 - c. Resolution ordering preparation of final plat and schedule of assessments.
 - d. Resolution adopting and levying final schedule of assessments.

10. Other Business

- A. City Manager's Report - Ben Reeves
 - 1. Indianola Wellness Campus
 - 2. Discussion on future agenda items.
- B. Discussion and direction on the Kentucky Ridge URP and Development Agreement.
- C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

11. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Approval of Claims

Recommendation: Simple motion is in order.

Attachments:

1. Vendor Report 12192024
2. Vendor Report 12192024 US Cellular

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ABSOLUTE CONCRETE CONSTRUCTION INC				
ABSOLUTE CONCRETE CONST	STREETSCAPE PAY APP #33	12/06/2024	16,897.11	SQUARE STREETS
ABSOLUTE CONCRETE CONST	PAY APP #34 STREETSCAPE RETAINAGE	12/11/2024	421,001.62	SQUARE STREETS
Total ABSOLUTE CONCRETE CONSTRUCTION INC:			437,898.73	
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	POOL SUPPLIES	11/25/2024	2,167.70	WELLNESS CAMP
Total ACCO UNLIMITED CORP.:			2,167.70	
ACE HARDWARE				
ACE HARDWARE	MAINTENCE SUPPLIES FOR COMP POOL LA	12/02/2024	25.23	WELLNESS CAMP
ACE HARDWARE	PD CONTROL VALVE REPLACEMENT	12/02/2024	15.16	MAINTENANCE
ACE HARDWARE	PD CONTROL VALVE REPLACEMENT	12/02/2024	5.18	MAINTENANCE
ACE HARDWARE	BUG ZAPPER	12/03/2024	69.99	SEWER FUND
ACE HARDWARE	SPARE KEYS	12/05/2024	14.95	SEWER FUND
ACE HARDWARE	SHOP SUPPLIES	12/05/2024	25.98	ROAD USE TAX FU
ACE HARDWARE	SUPPLIES FOR WALL	12/06/2024	58.15	GENERAL FUND
ACE HARDWARE	SUPPLIES FOR WALL	12/06/2024	129.00	GENERAL FUND
ACE HARDWARE	CELL PHONE CHARGER FOR ON CALL PHO	12/09/2024	11.99	ROAD USE TAX FU
ACE HARDWARE	CLEANING SUPPLIES	12/09/2024	17.17	FIRE FUND
ACE HARDWARE	SEALING STORAGE BAGS FOR SANITIZED S	12/09/2024	11.98	FIRE FUND
ACE HARDWARE	SHOP SUPPLIES	12/11/2024	13.58	ROAD USE TAX FU
Total ACE HARDWARE:			398.36	
ACME TOOLS				
ACME TOOLS	SUPPLIES FOR WALL	12/05/2024	159.00	GENERAL FUND
Total ACME TOOLS:			159.00	
AGSOURCE COOPERATIVE SERVICES				
AGSOURCE COOPERATIVE SE	POOL TESTING	09/17/2024	42.50	WELLNESS CAMP
AGSOURCE COOPERATIVE SE	POOL TESTING	11/19/2024	56.00	WELLNESS CAMP
Total AGSOURCE COOPERATIVE SERVICES:			98.50	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	EVENT SUPPLIES	12/02/2024	206.46	PARK & RECREATI
AMAZON CAPITAL SERVICES	ZONE GAMES AND SUPPLIES	12/09/2024	53.54	PARK & RECREATI
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/06/2024	39.52	GENERAL FUND
AMAZON CAPITAL SERVICES	TOOL RETURN	11/26/2024	39.99-	MAINTENANCE
AMAZON CAPITAL SERVICES	CREDIT MEMO	12/02/2024	44.99-	AMBULANCE FUN
AMAZON CAPITAL SERVICES	TOOL CASE	11/18/2024	26.00	MAINTENANCE
AMAZON CAPITAL SERVICES	WPC GARAGE DOOR	11/18/2024	110.04	MAINTENANCE
AMAZON CAPITAL SERVICES	BACKFLOW TAGS	11/30/2024	119.75	MAINTENANCE
AMAZON CAPITAL SERVICES	STREET IPHONE CASE & SCREEN PROTEC	11/30/2024	44.23	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	SNOWBLOWER	12/10/2024	1,599.00	MAINTENANCE
AMAZON CAPITAL SERVICES	MONITORS X6, KEYBOARDS X4, DOCK X2	12/10/2024	1,695.12	GENERAL FUND
AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	12/10/2024	119.57	GENERAL FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	12/02/2024	71.49	PARK & RECREATI
AMAZON CAPITAL SERVICES	FLY TRAPS	12/01/2024	37.19	LIBRARY FUND
AMAZON CAPITAL SERVICES	MARKETING SUPPLIES	12/01/2024	118.36	LIBRARY FUND
AMAZON CAPITAL SERVICES	MEMORIAL FUND PURCHASES	12/01/2024	121.40	LIBRARY FUND
AMAZON CAPITAL SERVICES	COLLECTION MATERIALS	12/01/2024	1,398.01	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	SPECIAL COLLECTION MATERIALS	12/01/2024	35.74	LIBRARY FUND
AMAZON CAPITAL SERVICES	FRIENDS- HSBC BOOKS	12/01/2024	149.52	LIBRARY SPECIAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMAZON CAPITAL SERVICES	ACTIVITY WALL SUPPLIES	12/01/2024	16.99	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	MATERIALS AND SUPPLIES	12/01/2024	21.30	LIBRARY FUND
AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	12/01/2024	740.23	LIBRARY FUND
AMAZON CAPITAL SERVICES	MONITOR STANDS	12/01/2024	98.98	LIBRARY FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/24/2024	94.32	WELLNESS CAMP
AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	11/24/2024	12.49	WELLNESS CAMP
AMAZON CAPITAL SERVICES	BASKETBALL NET	11/24/2024	12.99	WELLNESS CAMP
AMAZON CAPITAL SERVICES	CRAFT SUPPLIES RETURN	12/10/2024	63.96	PARK & RECREATI
AMAZON CAPITAL SERVICES	FIRE INSTRUCTOR MBUTCHER	11/26/2024	75.22	FIRE FUND
Total AMAZON CAPITAL SERVICES:			6,868.52	
AUBERT'S TOWING				
AUBERT'S TOWING	VEHICLE IMPOUND	11/01/2024	165.00	POLICE FUND
Total AUBERT'S TOWING:			165.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - CITY MGR	11/18/2024	10.89	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - HR	11/18/2024	21.78	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	11/18/2024	22.45	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	11/18/2024	29.10	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	11/18/2024	31.60	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	11/18/2024	69.09	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	11/18/2024	215.05	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	11/18/2024	17.89	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	11/18/2024	104.18	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - P&R	11/18/2024	32.27	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	11/18/2024	22.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	11/18/2024	28.43	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	11/18/2024	64.68	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - COBRA	11/18/2024	18.21	HEALTH INSURAN
AVESIS THIRD PARTY ADMINIS	VISION - IWC	11/18/2024	23.62	WELLNESS CAMP
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	11/18/2024	376.00	GENERAL FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			1,087.69	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVDS	11/04/2024	13.99	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/11/2024	13.99	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			27.98	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	11/07/2024	325.73	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL	11/07/2024	15.96	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	11/08/2024	377.16	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/13/2024	288.39	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/18/2024	304.67	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/19/2024	387.73	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/21/2024	411.21	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	12/02/2024	149.42	LIBRARY FUND
Total BAKER AND TAYLOR:			2,260.27	
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOKS ON CD	11/06/2024	56.72	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BAKER AND TAYLOR SPOKEN WORD:			56.72	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	EMS MANIKINS	11/25/2024	1,949.98	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPLIES	11/25/2024	1,188.30	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPLIES	12/06/2024	239.59	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	12/09/2024	77.95	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			3,455.82	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	NUISANCE ABATEMENT ISSUES	11/25/2024	2,597.50	GENERAL FUND
BRICK GENTRY P.C.	CH BLG PRJ LEGAL FEES	11/25/2024	585.00	CH BUILDING PRO
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	11/25/2024	3,150.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL FEES ARTS COMMISSION	11/25/2024	135.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES COM DEV	11/25/2024	90.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	11/25/2024	1,350.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	11/25/2024	1,050.00	POLICE FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT PAR	11/25/2024	278.75	PARK & RECREATI
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT STR	11/25/2024	278.75	ROAD USE TAX FU
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT WR	11/25/2024	278.75	SEWER FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - POLICE UNION	11/25/2024	498.75	POLICE FUND
Total BRICK GENTRY P.C.:			10,292.50	
BRINDLEE MOUNTAIN FIRE APPARATUS LLC				
BRINDLEE MOUNTAIN FIRE AP	SALES COMISSION ENGINE 332 BRINDLEE	12/04/2024	1,650.00	VEHICLE AND EQU
Total BRINDLEE MOUNTAIN FIRE APPARATUS LLC:			1,650.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	11/23/2024	1,940.44	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			1,940.44	
CALIBRE PRESS				
CALIBRE PRESS	WOMEN IN COMMAND - NICOLE BROWN	12/10/2024	359.00	POLICE FUND
Total CALIBRE PRESS:			359.00	
CARR LANE MANUFACTURING CO				
CARR LANE MANUFACTURING	PARTS FOR DIVING BLOCKS	11/26/2024	96.69	WELLNESS CAMP
Total CARR LANE MANUFACTURING CO:			96.69	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	BLUEBEAM X3 (IMU)	11/25/2024	825.00	GENERAL FUND
CDW GOVERNMENT INC	LAPTOP, DOCK, MONITOR	12/02/2024	1,614.44	VEHICLE AND EQU
Total CDW GOVERNMENT INC:			2,439.44	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	11/22/2024	70.42	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	11/22/2024	78.03	GENERAL FUND
Total CENTURYLINK:			148.45	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CERRIS SYSTEMS IOWA INC				
CERRIS SYSTEMS IOWA INC	LIFT STATION GENERATOR MAINTENEACE	12/01/2024	8,881.25	SEWER FUND
Total CERRIS SYSTEMS IOWA INC:			8,881.25	
CINTAS CORPORATION				
CINTAS CORPORATION	CINTAS	11/25/2024	82.98	SEWER FUND
Total CINTAS CORPORATION:			82.98	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	PIPE INSULATION	11/26/2024	11.78	ROAD USE TAX FU
CIRCLE B CASHWAY	SUPPLIES FOR WALL	12/04/2024	365.18	GENERAL FUND
CIRCLE B CASHWAY	SUPPLIES FOR WALL	12/05/2024	81.13	GENERAL FUND
CIRCLE B CASHWAY	CONCRETE & REBAR	12/06/2024	85.65	SEWER CAPITAL P
Total CIRCLE B CASHWAY:			543.74	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	REPAIRS TO STIHL HS 45 HEDGETRIMMERS	12/03/2024	41.00	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			41.00	
DEMCO EDUCATIONAL CORP				
DEMCO EDUCATIONAL CORP	BOOK COVERING SUPPLIES	11/21/2024	310.26	LIBRARY FUND
Total DEMCO EDUCATIONAL CORP:			310.26	
DIAM PEST CONTROL				
DIAM PEST CONTROL	PEST CONTROL	12/03/2024	89.00	WELLNESS CAMP
Total DIAM PEST CONTROL:			89.00	
DOORS INC				
DOORS INC	REPAIRS AT WELLNESS CAMPUS	11/18/2024	155.00	WELLNESS CAMP
Total DOORS INC:			155.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR SAW TRAILER	11/22/2024	26.98	ROAD USE TAX FU
DOWNEY TIRE PROS	TIRE REPAIR	11/27/2024	26.98	SEWER FUND
DOWNEY TIRE PROS	TIRES FOR #2	12/02/2024	493.97	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			547.93	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER JANITORIAL SUPPLIES	11/30/2024	77.25	PARK & RECREATI
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	11/30/2024	139.50	GENERAL FUND
DUST PROS JANITORIAL	JANITORIAL SERVICE	12/01/2024	1,500.00	LIBRARY FUND
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	12/01/2024	84.50	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,801.25	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	11/30/2024	63.00	POLICE FUND
Total ELIXIR RX SOLUTIONS:			63.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
GALLS LLC				
GALLS LLC	UNIFORM PANTS	11/07/2024	63.35	POLICE FUND
GALLS LLC	NJOHNSTON CLASS B SHIRT	12/02/2024	99.16	FIRE FUND
GALLS LLC	NBELVO CLASS B SHIRT	12/02/2024	59.78	FIRE FUND
Total GALLS LLC:			222.29	
GAMETIME				
GAMETIME	ACCESSIBLE SWINGS	11/19/2024	2,540.13	PARK & REC SPEC
Total GAMETIME:			2,540.13	
GRAINGER INC				
GRAINGER INC	PACKING SEAL	11/26/2024	405.83	SEWER FUND
GRAINGER INC	PACKING TOOL	12/03/2024	53.07	SEWER FUND
GRAINGER INC	PPE	12/03/2024	35.22	SEWER FUND
GRAINGER INC	PIPE INSULATION	12/05/2024	126.64	SEWER CAPITAL P
GRAINGER INC	BUG ZAPPER	12/09/2024	84.08	SEWER FUND
Total GRAINGER INC:			704.84	
GREATER DM CONVENTION & VISITORS BUREAU				
GREATER DM CONVENTION &	CVB CONTRIBUTION - NOV 2024	11/30/2024	4,373.37	GENERAL FUND
Total GREATER DM CONVENTION & VISITORS BUREAU:			4,373.37	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX FOR POTHOLES	12/04/2024	1,651.95	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			1,651.95	
HAMM INC				
HAMM INC	ROAD STONE 1ST ST	12/03/2024	1,038.98	ROAD USE TAX FU
HAMM INC	ROAD STONE FOR COUNTRY CLUB RD	12/03/2024	1,037.66	ROAD USE TAX FU
HAMM INC	ROAD STONE FOR E. IOWA AVE	12/03/2024	1,464.27	ROAD USE TAX FU
HAMM INC	ROAD STONE FOR S Y ST	12/03/2024	521.06	ROAD USE TAX FU
HAMM INC	ROAD STONE	12/04/2024	893.36	ROAD USE TAX FU
Total HAMM INC:			4,955.33	
HAWKINS INC				
HAWKINS INC	POLYMER	11/25/2024	7,686.50	SEWER FUND
HAWKINS INC	FERRIC CHLORIDE	11/22/2024	11,816.64	SEWER FUND
Total HAWKINS INC:			19,503.14	
HILTON COMPANIES LLC				
HILTON COMPANIES LLC	WONDER ON BUXTON	10/15/2024	26,048.00	STREET CAPITAL
Total HILTON COMPANIES LLC:			26,048.00	
HOTSY CLEANING SYSTEMS				
HOTSY CLEANING SYSTEMS	HOTSY MAINTENANCE	12/06/2024	239.96	SEWER FUND
Total HOTSY CLEANING SYSTEMS:			239.96	
HR GREEN INC				
HR GREEN INC	FRANKLIN AVE SEWER IMPROVEMENTS	12/03/2024	4,490.00	SEWER CAPITAL P

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
HR GREEN INC	ON CALL SERVICES- HR GREEN	12/03/2024	14,191.74	SEWER CAPITAL P
Total HR GREEN INC:			18,681.74	
HY-VEE				
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	90.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	135.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	45.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	45.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	45.00	MAINTENANCE
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	225.00	ROAD USE TAX FU
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	642.00	POLICE FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	507.00	FIRE FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	237.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	225.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	90.00	LIBRARY FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	180.00	SEWER FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	11/10/2024	45.00	WELLNESS CAMP
HY-VEE	JUNE MULCH	12/05/2024	274.41	PARK & RECREATI
Total HY-VEE:			2,785.41	
IMU - UTILITIES				
IMU - UTILITIES	TELEPHONE SERVICES	12/01/2024	517.81	GENERAL FUND
IMU - UTILITIES	FIBER	12/01/2024	569.00	GENERAL FUND
IMU - UTILITIES	FIBER - N HOWARD	12/01/2024	53.39	CH BUILDING PRO
IMU - UTILITIES	UTILITIES - BUXTON	12/01/2024	268.38	PARK & RECREATI
IMU - UTILITIES	UTILITIES - PICKARD - CAMPGROUND	12/01/2024	302.53	PARK & RECREATI
IMU - UTILITIES	UTILITIES - SHOP	12/01/2024	215.66	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - ADULT SOFTBALL	12/01/2024	441.55	PARK & RECREATI
IMU - UTILITIES	UTILITIES	12/01/2024	12,571.50	WELLNESS CAMP
IMU - UTILITIES	UTILITIES	12/01/2024	1,026.82	LIBRARY FUND
IMU - UTILITIES	IRRIGATION - 65/69 HWY MEDIAN	12/01/2024	40.50	PARK & RECREATI
IMU - UTILITIES	UTILITIES - BARKER	12/01/2024	41.02	PARK & RECREATI
IMU - UTILITIES	UTILITIES	12/01/2024	770.09	ROAD USE TAX FU
IMU - UTILITIES	IMU UTILITIES - VMAC	12/01/2024	697.29	POOL (MEMORIAL)
IMU - UTILITIES	UTILITIES - DOWNEY (DOG PARK)	12/01/2024	67.51	PARK & RECREATI
IMU - UTILITIES	110 N HOWARD UTILITIES	12/01/2024	80.46	CH BUILDING PRO
IMU - UTILITIES	UTILITIES - PICKARD YOUTH	12/01/2024	173.52	PARK & RECREATI
IMU - UTILITIES	206 N 1ST UTILITIES	12/01/2024	55.29	FIRE FUND
IMU - UTILITIES	UTILITIES - MCCORD	12/01/2024	61.64	PARK & RECREATI
IMU - UTILITIES	410 N JEFFERSON UTILITIES	12/01/2024	118.45	FIRE FUND
IMU - UTILITIES	IMU UTILITIES ACTIVITY CENTER	12/01/2024	751.82	PARK & RECREATI
IMU - UTILITIES	UTILITIES - MEMORIAL	12/01/2024	80.22	PARK & RECREATI
IMU - UTILITIES	BUXTON OFFICE UTILITIES	12/01/2024	266.06	GENERAL FUND
IMU - UTILITIES	UTILITIES	12/01/2024	4,348.71	GENERAL FUND
IMU - UTILITIES	RENEWABLE ENERGY	12/01/2024	53.00	FIRE FUND
IMU - UTILITIES	STREETLIGHTS	12/01/2024	13,758.19	ROAD USE TAX FU
IMU - UTILITIES	WRRF UTILITIES	12/01/2024	2,065.31	SEWER FUND
IMU - UTILITIES	LIFT STATION UTILITIES	12/01/2024	6,401.47	SEWER FUND
IMU - UTILITIES	UTILITIES - MOATS	12/01/2024	69.22	PARK & RECREATI
IMU - UTILITIES	UTILITIES - MCVAY TRAILHEAD	12/01/2024	67.19	PARK & RECREATI
IMU - UTILITIES	114 N HOWARD UTILITIES	12/01/2024	890.23	CH BUILDING PRO
Total IMU - UTILITIES:			46,823.83	
IMWCA				
IMWCA	WORK COMP INSTALLMENT 6 - COMM DEV	12/01/2024	144.11	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMWCA	WORK COMP INSTALLMENT 6 - BRUSH	12/01/2024	9.96	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - MAYOR & C	12/01/2024	2.89	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - CITY MANAG	12/01/2024	150.21	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - CLERK/FINA	12/01/2024	21.21	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - IT	12/01/2024	139.71	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - HR	12/01/2024	15.96	GENERAL FUND
IMWCA	WORK COMP INSTALLMENT 6 - POLICE	12/01/2024	5,226.00	POLICE FUND
IMWCA	WORK COMP INSTALLMENT 6 - FIRE	12/01/2024	8,220.21	FIRE FUND
IMWCA	WORK COMP INSTALLMENT 6 - AMBULANCE	12/01/2024	2,516.14	AMBULANCE FUN
IMWCA	WORK COMP INSTALLMENT 6 - LIBRARY	12/01/2024	39.64	LIBRARY FUND
IMWCA	WORK COMP INSTALLMENT 6 - P&R ADMIN	12/01/2024	467.68	PARK & RECREATI
IMWCA	WORK COMP INSTALLMENT 6 - PARKS	12/01/2024	374.89	PARK & RECREATI
IMWCA	WORK COMP INSTALLMENT 6 - POOL	12/01/2024	111.43	POOL (MEMORIAL)
IMWCA	WORK COMP INSTALLMENT 6 - STREETS	12/01/2024	1,658.36	ROAD USE TAX FU
IMWCA	WORK COMP INSTALLMENT 6 - SEWER	12/01/2024	577.18	SEWER FUND
IMWCA	WORK COMP INSTALLMENT 6 - IWC	12/01/2024	235.71	WELLNESS CAMP
IMWCA	WORK COMP INSTALLMENT 6 - GENERAL G	12/01/2024	16.71	GENERAL FUND
Total IMWCA:			19,928.00	
INCEPTION GROUP LLC				
INCEPTION GROUP LLC	INCEPTION GROUP DA BENCHMARK GRAN	12/02/2024	228,750.00	STORMWATER UTI
INCEPTION GROUP LLC	INCEPTION GROUP DA BENCHMARK GRAN	12/02/2024	146,250.00	SEWER CAPITAL P
Total INCEPTION GROUP LLC:			375,000.00	
INDEPENDENT ADVOCATE				
INDEPENDENT ADVOCATE	PH NOTICE HILLCREST AMEND	11/20/2024	228.67	GENERAL FUND
INDEPENDENT ADVOCATE	PH NOTICE SUMMERCREST HILLS UPR	11/20/2024	69.54	GENERAL FUND
INDEPENDENT ADVOCATE	PH NOTICE KENTUCKY RIDGE UPR	11/20/2024	149.73	GENERAL FUND
INDEPENDENT ADVOCATE	PH NOTICE PROPERTY TRANSFER	11/20/2024	45.11	GENERAL FUND
INDEPENDENT ADVOCATE	20241106 CC STRATEGIC PLANNING	11/20/2024	20.05	GENERAL FUND
INDEPENDENT ADVOCATE	AFR FY24	11/26/2024	172.91	GENERAL FUND
INDEPENDENT ADVOCATE	PH NOTICE - INCEPTION DA	11/26/2024	67.66	GENERAL FUND
INDEPENDENT ADVOCATE	PH NOTICE - IDG 3 DA	11/26/2024	80.19	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1759	11/26/2024	23.50	GENERAL FUND
INDEPENDENT ADVOCATE	20241118 CC MINUTES	11/26/2024	304.48	GENERAL FUND
Total INDEPENDENT ADVOCATE:			1,161.84	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	DEC UTILITY SERVICES - SEWER	12/01/2024	8,142.00	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	DEC UTILITY SERVICES - STORM WATER	12/01/2024	4,416.00	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	DEC UTILITY SERVICES - RECYCLING	12/01/2024	1,242.00	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	SEWER CREDIT CARD PROCESSING FEES	12/06/2024	3,590.74	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	SWU CREDIT CARD PROCESSING FEES	12/06/2024	204.02	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CREDIT CARD PROCESSING F	12/06/2024	285.63	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	HILLCREST STREETLIGHTS	12/04/2024	43,577.10	HILLCREST AVENU
Total INDIANOLA MUNICIPAL UTILITIES:			61,457.49	
IOWA NATIVE TREES LLC				
IOWA NATIVE TREES LLC	SHADE CRUSADE TREES - TREE COMMITTE	10/31/2024	2,485.00	PARK & REC SPEC
IOWA NATIVE TREES LLC	SHADE CRUSADE TREES - FEES	10/31/2024	2,485.00	PARK & RECREATI
Total IOWA NATIVE TREES LLC:			4,970.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	TRAFFIC SIGNAL REPAIR AT BUXTON & HW	12/09/2024	370.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			370.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WTR MGMT LIBRARY	12/01/2024	49.50	LIBRARY FUND
IOWA WATER MANAGEMENT C	WTR MGMT MUNICIPAL	12/01/2024	165.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			214.50	
JOSH'S AUTO REPAIR LLC				
JOSH'S AUTO REPAIR LLC	OIL SERVICE - 2023 TRAVERSE	10/04/2024	80.00	POLICE FUND
JOSH'S AUTO REPAIR LLC	VEHICLES SERVICED	10/08/2024	3,980.00	POLICE FUND
JOSH'S AUTO REPAIR LLC	SERVICE 201,211,221,222,212,233,213,231 &	11/04/2024	905.00	POLICE FUND
JOSH'S AUTO REPAIR LLC	NEW ALTERNATOR & BATTERY - 2020 RAM 1	12/05/2024	1,230.00	POLICE FUND
JOSH'S AUTO REPAIR LLC	VEHICLE REPAIR - 211 - THERMOSTAT & CO	09/18/2024	250.00	POLICE FUND
JOSH'S AUTO REPAIR LLC	VEHICLE SERVICE - K223	09/25/2024	110.00	POLICE FUND
Total JOSH'S AUTO REPAIR LLC:			6,555.00	
JV TRUCKING LLC				
JV TRUCKING LLC	SPREADING ROCK ON PLAINVIEW	12/05/2024	1,682.12	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON KENNEDY	12/05/2024	1,690.59	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON E. IOWA	12/05/2024	1,643.95	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON 17TH ST	12/05/2024	2,408.12	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON S G ST	12/05/2024	393.80	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON COUNTRY CLUB RD	12/05/2024	691.35	ROAD USE TAX FU
JV TRUCKING LLC	SPREADING ROCK ON S Y ST	12/05/2024	548.57	ROAD USE TAX FU
JV TRUCKING LLC	SAND FOR 50/50	12/05/2024	2,008.80	ROAD USE TAX FU
Total JV TRUCKING LLC:			11,067.30	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	KEYSTONE TESTING	11/30/2024	2,803.25	SEWER FUND
Total KEYSTONE LABORATORIES INC:			2,803.25	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES - DEC 2	12/05/2024	4,500.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,500.00	
KLING, BOB				
KLING, BOB	2025 ART FESTIVAL AD REIMBURSEMENT	12/10/2024	89.00	GENERAL FUND
Total KLING, BOB:			89.00	
KONE DES MOINES U340				
KONE DES MOINES U340	MAINTENANCE	08/27/2024	347.54	WELLNESS CAMP
KONE DES MOINES U340	MAINTENANCE CONTRACT 9/24-8/25	09/01/2024	939.48	WELLNESS CAMP
Total KONE DES MOINES U340:			1,287.02	
LAW ENFORCEMENT TARGETS INC				
LAW ENFORCEMENT TARGETS	FIREARMS TARGETS	12/06/2024	45.93	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LAW ENFORCEMENT TARGETS INC:			45.93	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES	11/27/2024	119.54	ROAD USE TAX FU
Total LAWSON PRODUCTS:			119.54	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	CRACK SEAL BLADE	12/10/2024	162.88	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			162.88	
MACQUEEN EQUIPMENT LLC				
MACQUEEN EQUIPMENT LLC	PPE HELMETS X2 XF1	11/26/2024	852.42	FIRE FUND
MACQUEEN EQUIPMENT LLC	PPE MCCURDY, RICE, HELGENS	11/27/2024	15,465.39	FIRE FUND
MACQUEEN EQUIPMENT LLC	TFT BALL VALVES FOR NEW ENGINE 332	11/27/2024	4,865.88	VEHICLE AND EQU
Total MACQUEEN EQUIPMENT LLC:			21,183.69	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	EMS OXYGEN	11/30/2024	125.80	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			125.80	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	EVIDENCE PADLOCK	11/26/2024	19.67	POLICE FUND
MCCOY HARDWARE INC	SUPPLIES	12/04/2024	21.59	MAINTENANCE
MCCOY HARDWARE INC	PVC	12/05/2024	128.64	SEWER CAPITAL P
MCCOY HARDWARE INC	SUPPLIES FOR WALL	12/06/2024	7.19	GENERAL FUND
MCCOY HARDWARE INC	SUPPLIES FOR WALL	12/09/2024	36.16	GENERAL FUND
MCCOY HARDWARE INC	AUGER RENTAL	12/05/2024	120.00	SEWER CAPITAL P
MCCOY HARDWARE INC	RENTAL DEPOSIT - AUGER	12/05/2024	70.00	SEWER CAPITAL P
Total MCCOY HARDWARE INC:			263.25	
MED COMPASS				
MED COMPASS	PHYSICALS	11/27/2024	1,500.00	FIRE FUND
Total MED COMPASS:			1,500.00	
MENARDS				
MENARDS	SUPPLIES FOR WALL	12/04/2024	298.64	GENERAL FUND
Total MENARDS:			298.64	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	11/14/2024	93.71	LIBRARY FUND
Total MID AMERICAN ENERGY CO.:			93.71	
MIDWEST GYM TECH				
MIDWEST GYM TECH	INSPECT & REPAIR TREADMILL	11/22/2024	383.38	WELLNESS CAMP
MIDWEST GYM TECH	INSPECT & REPAIR RECUMBENT BIKE	11/22/2024	544.04	WELLNESS CAMP
MIDWEST GYM TECH	SERVICE CALL & PARTS FOR SHROUD	11/22/2024	217.54	WELLNESS CAMP
Total MIDWEST GYM TECH:			1,144.96	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - CITY MGR	10/31/2024	94.00	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - HR	10/31/2024	172.61	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IT	10/31/2024	327.15	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FINANCE/CLERK	10/31/2024	308.04	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - COMM DEV	10/31/2024	292.59	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - STREETS	10/31/2024	637.35	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - POLICE	10/31/2024	2,114.95	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FIRE	10/31/2024	212.57	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - AMBULANCE	10/31/2024	1,204.57	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - P&R	10/31/2024	376.88	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - PARKS	10/31/2024	271.80	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - LIBRARY	10/31/2024	367.68	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - SEWER	10/31/2024	521.89	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IWC	10/31/2024	240.52	WELLNESS CAMP
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - EE LIABILITY	10/31/2024	1,515.15	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - CITY MGR	11/18/2024	95.66	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	11/18/2024	191.32	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	11/18/2024	161.27	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	11/18/2024	203.92	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - COMM DEV	11/18/2024	237.24	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - STREETS	11/18/2024	503.50	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - POLICE	11/18/2024	1,406.13	POLICE FUND
MUTUAL OF OMAHA	DENTAL ADJ - POLICE	11/18/2024	39.38	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	11/18/2024	148.31	FIRE FUND
MUTUAL OF OMAHA	DENTAL ADJ - FIRE	11/18/2024	7.71	FIRE FUND
MUTUAL OF OMAHA	DENTAL - AMBULANCE	11/18/2024	840.41	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL ADJ - AMBULANCE	11/18/2024	43.70	FIRE FUND
MUTUAL OF OMAHA	DENTAL - P&R	11/18/2024	279.89	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - PARKS	11/18/2024	138.31	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - LIBRARY	11/18/2024	233.97	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - SEWER	11/18/2024	522.62	SEWER FUND
MUTUAL OF OMAHA	DENTAL - IWC	11/18/2024	173.30	WELLNESS CAMP
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	11/18/2024	1,633.22	GENERAL FUND
MUTUAL OF OMAHA	DENTAL ADJ - EE LIABILITY	11/18/2024	52.00	GENERAL FUND
Total MUTUAL OF OMAHA:			15,569.61	
NAPA AUTO PARTS				
NAPA AUTO PARTS	DIESEL FUEL ADDITIVE	11/25/2024	107.88	ROAD USE TAX FU
NAPA AUTO PARTS	330 NEW BATTERY	11/26/2024	222.19	FIRE FUND
NAPA AUTO PARTS	EQUIPMENT CLEANER	12/02/2024	77.88	SEWER FUND
NAPA AUTO PARTS	RELAY	12/02/2024	46.18	SEWER FUND
NAPA AUTO PARTS	RELAY	12/03/2024	46.18	SEWER FUND
NAPA AUTO PARTS	LIGHT BULBS FOR OLD E332	12/04/2024	3.14	FIRE FUND
NAPA AUTO PARTS	LIGHT BULBS FOR OLD 332	12/04/2024	6.28	FIRE FUND
NAPA AUTO PARTS	COUPLER	12/04/2024	6.29	ROAD USE TAX FU
NAPA AUTO PARTS	SHOP SUPPLIES	12/10/2024	17.30	ROAD USE TAX FU
Total NAPA AUTO PARTS:			533.32	
NATIONAL PELRA				
NATIONAL PELRA	2025 STATE/NATIONAL DUAL MEMBERSHIP	12/05/2024	215.00	GENERAL FUND
Total NATIONAL PELRA:			215.00	
NORTHERN STAR TECHNOLOGIES				
NORTHERN STAR TECHNOLOG	HELE PAD LIGHTS	11/11/2024	510.75	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total NORTHERN STAR TECHNOLOGIES:			510.75	
NORWALK READY-MIXED CONCRETE INC				
NORWALK READY-MIXED CON	INTAKE REPAIR @ 1111 W. SALEM AVE	11/19/2024	461.50	STORMWATER UTI
NORWALK READY-MIXED CON	ALLEY REPAIR 211 N. BUXTON	11/26/2024	2,409.62	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE INC:			2,871.12	
OPN ARCHITECTS INC				
OPN ARCHITECTS INC	PUBLIC BUILDING ARCH SERVICES	11/30/2024	2,455.78	CH BUILDING PRO
Total OPN ARCHITECTS INC:			2,455.78	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	SHOP SUPPLIES	11/27/2024	26.38	ROAD USE TAX FU
O'REILLY AUTO PARTS	NEW LH TAIL LIGHT - 2014 F250 4X4	12/02/2024	61.62	PARK & RECREATI
O'REILLY AUTO PARTS	WIRE STRIPPER, HEAT SHRINK ETC	12/03/2024	44.96	SEWER FUND
O'REILLY AUTO PARTS	CREDIT	12/04/2024	99.89	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTER	12/05/2024	27.82	ROAD USE TAX FU
O'REILLY AUTO PARTS	BATTERY	12/05/2024	126.71	ROAD USE TAX FU
O'REILLY AUTO PARTS	BRAKE CONTROL FOR 21	12/11/2024	111.99	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			299.59	
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	SIDEWALK CLOSED SIGNS	12/02/2024	169.50	ROAD USE TAX FU
Total PARKER SIGNS & GRAPHICS:			169.50	
PER MAR SECURITY				
PER MAR SECURITY	ACTIVITY CENTER FIRE ALARM MONITORIN	12/08/2024	242.88	PARK & RECREATI
Total PER MAR SECURITY:			242.88	
PLAYAWAY PRODUCTS LLC				
PLAYAWAY PRODUCTS LLC	BOOKS	11/05/2024	56.99	LIBRARY FUND
PLAYAWAY PRODUCTS LLC	BOOKS	11/11/2024	113.98	LIBRARY FUND
Total PLAYAWAY PRODUCTS LLC:			170.97	
PROSCREENING LLC				
PROSCREENING LLC	PRE-EMPLOYMENT SCREENING - EIGHMY,	12/01/2024	164.00	WELLNESS CAMP
PROSCREENING LLC	PRE-EMPLOYMENT SCREENING - DOSTAL	12/01/2024	48.00	PARK & RECREATI
PROSCREENING LLC	PRE-EMPLOYMENT SCREENING - WAGONE	12/01/2024	82.00	GENERAL FUND
Total PROSCREENING LLC:			294.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	STAFF BACKGROUND CHECKS	11/30/2024	49.50	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			49.50	
PURCHASE POWER				
PURCHASE POWER	POSTAGE REFILL 12/2/24	12/02/2024	500.00	GENERAL FUND
Total PURCHASE POWER:			500.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
RAFFETY, JACKIE				
RAFFETY, JACKIE	NOVEMBER 2024 CELL	11/25/2024	50.00	GENERAL FUND
Total RAFFETY, JACKIE:			50.00	
REEVES, BEN				
REEVES, BEN	DECEMBER 2024 CELL	12/05/2024	75.00	GENERAL FUND
REEVES, BEN	NOVEMBER 2024 CELL	12/04/2024	75.00	GENERAL FUND
Total REEVES, BEN:			150.00	
RELIANT FIRE APPARATUS				
RELIANT FIRE APPARATUS	SERVICE WT336 ANNUAL PUMP TEST	11/26/2024	1,976.29	FIRE FUND
RELIANT FIRE APPARATUS	T334 REPAIR AND SERVICE	11/26/2024	4,115.32	FIRE FUND
RELIANT FIRE APPARATUS	SERVICE WT335 ANNUAL	11/06/2024	1,197.46	FIRE FUND
RELIANT FIRE APPARATUS	SERVICE E333 AND PUMP TEST	11/26/2024	2,119.63	FIRE FUND
RELIANT FIRE APPARATUS	SERVICE E331 PUMP TEST INCLUDED	11/18/2024	4,508.58	FIRE FUND
Total RELIANT FIRE APPARATUS:			13,917.28	
SCHIMBERG CO				
SCHIMBERG CO	1/4" TUBE FOR PERMEABLE PAVER CLEANI	08/27/2024	131.60	ROAD USE TAX FU
Total SCHIMBERG CO:			131.60	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES - DEC 2	12/05/2024	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMMERING-CORY				
SIMMERING-CORY	OCT 2024 SUPPLEMENT	11/16/2024	3,775.00	GENERAL FUND
Total SIMMERING-CORY:			3,775.00	
SOUTH CENTRAL IOWA LANDFILL				
SOUTH CENTRAL IOWA LANDFI	FALL CLEAN UP 2024	11/30/2024	130.00	GENERAL FUND
Total SOUTH CENTRAL IOWA LANDFILL:			130.00	
STEVESON, STEPHANIE				
STEVESON, STEPHANIE	DANCE INSTRUCTION	10/29/2024	477.00	PARK & RECREATI
Total STEVESON, STEPHANIE:			477.00	
STRYKER SALES LLC				
STRYKER SALES LLC	LUCAS DEVICE POWER SUPPLY	11/29/2024	397.02	VEHICLE AND EQU
STRYKER SALES LLC	LUCAS DEVICE POWER SUPPLY	12/05/2024	746.46	VEHICLE AND EQU
Total STRYKER SALES LLC:			1,143.48	
SUTHERLAND PRINTING INC				
SUTHERLAND PRINTING INC	PROMOTIONAL ITEMS	12/05/2024	1,488.09	POLICE FUND
Total SUTHERLAND PRINTING INC:			1,488.09	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	CITY HALL TRASH	11/24/2024	104.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
T.R.M. DISPOSAL LLC	NORTH HOWARD TRASH	11/24/2024	92.00	CH BUILDING PRO
T.R.M. DISPOSAL LLC	GARBAGE BILL	11/24/2024	21.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	11/24/2024	118.00	LIBRARY FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	11/24/2024	117.00	WELLNESS CAMP
T.R.M. DISPOSAL LLC	TRASH REMOVAL	11/24/2024	76.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			528.00	
TEXTCASTER				
TEXTCASTER	TEXTING SERVICE	12/01/2024	177.84	PARK & RECREATI
Total TEXTCASTER:			177.84	
THEISEN'S				
THEISEN'S	JACK FOR SNOW PLOW	11/25/2024	49.99	ROAD USE TAX FU
THEISEN'S	EXTENSION CORD	11/26/2024	16.98	ROAD USE TAX FU
THEISEN'S	GREASE	11/26/2024	33.20	SEWER FUND
THEISEN'S	BULK MIDWEST	12/03/2024	9.00	SEWER FUND
THEISEN'S	K9 DOG FOOD	12/04/2024	64.99	POLICE FUND
THEISEN'S	FUEL 4 CYCLE	12/04/2024	24.99	SEWER FUND
THEISEN'S	BATTERY BOX	12/06/2024	11.79	ROAD USE TAX FU
Total THEISEN'S:			210.94	
THOMPSON, JASON				
THOMPSON, JASON	TRAINING TRAVEL	11/18/2024	47.70	MAINTENANCE
Total THOMPSON, JASON:			47.70	
TIFCO INDUSTRIES				
TIFCO INDUSTRIES	DISPOSABLE GLOVES	12/03/2024	219.20	SEWER FUND
TIFCO INDUSTRIES	GREEN MARKER PAINT	12/04/2024	259.90	SEWER FUND
TIFCO INDUSTRIES	PPE	12/04/2024	10.49	SEWER FUND
TIFCO INDUSTRIES	LAB GLOVES	12/06/2024	353.07	SEWER FUND
Total TIFCO INDUSTRIES:			842.66	
TK CONCRETE INC				
TK CONCRETE INC	NORTH N STORM SEWERS REPAIR	12/10/2024	126,039.73	STORMWATER UTI
Total TK CONCRETE INC:			126,039.73	
TK ELEVATOR CORPORATION				
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AGREEMENT	12/01/2024	350.64	GENERAL FUND
Total TK ELEVATOR CORPORATION:			350.64	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	TRANSUNION CONTRACT	12/01/2024	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE FIRE	11/10/2024	479.47	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE STREET	11/10/2024	185.30	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE COM DEV	11/10/2024	93.51	GENERAL FUND
U.S. CELLULAR	CELL PHONE WRR	11/10/2024	138.54	SEWER FUND
U.S. CELLULAR	CELL PHONE COMMUNICATIONS	11/10/2024	46.76	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
U.S. CELLULAR	CELL PHONE FACILITIES	11/10/2024	46.76	MAINTENANCE
U.S. CELLULAR	CELL PHONE HR	11/10/2024	46.76	GENERAL FUND
Total U.S. CELLULAR:			1,037.10	
U.S. POSTMASTER				
U.S. POSTMASTER	PRESORT MAIL 11/2024	11/20/2024	350.00	GENERAL FUND
Total U.S. POSTMASTER:			350.00	
UNDERGROUND CO LTD, THE				
UNDERGROUND CO LTD, THE	INTAKE REPAIRS @ S J ST & W SALEM AVE	12/06/2024	25,000.00	STORMWATER UTI
Total UNDERGROUND CO LTD, THE:			25,000.00	
UNIQUE MANAGEMENT SERVICES INC				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	11/14/2024	65.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES INC:			65.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	SOUTH K STREET CONSTRUCTION - PAY AP	11/30/2024	9,865.04	SOUTH K STREET
VANDERPOOL CONSTRUCTION	SOUTH K STREET CONSTRUCTION - RETAI	11/30/2024	76,647.91	SOUTH K STREET
Total VANDERPOOL CONSTRUCTION:			86,512.95	
VANNONI, STACEY				
VANNONI, STACEY	DECEMBER 2024 WELLNESS	12/03/2024	25.00	GENERAL FUND
Total VANNONI, STACEY:			25.00	
VENDNOVATION LLC				
VENDNOVATION LLC	DRUG SOFTWARE FOR VENDING MACHINE	12/04/2024	1,200.00	AMBULANCE FUN
Total VENDNOVATION LLC:			1,200.00	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON WRRF - LOCATE LAPTOP	11/26/2024	40.03	SEWER FUND
Total VERIZON WIRELESS:			40.03	
VISSER, MICHAEL				
VISSER, MICHAEL	DECEMBER 2024 WELLNESS	12/03/2024	25.00	GENERAL FUND
Total VISSER, MICHAEL:			25.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - IT/MAINTENANCE	12/03/2024	29.50	MAINTENANCE
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BLDG/ZONING	12/03/2024	74.70	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	12/03/2024	714.25	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	12/03/2024	1,325.65	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	12/03/2024	2,682.14	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	12/03/2024	328.09	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - VANS	12/03/2024	30.10	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREETS	12/03/2024	2,920.00	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	12/03/2024	832.39	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY ENGINEER:			8,936.82	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	TRANSLATION SERVICE FEES WCSO	12/09/2024	31.18	POLICE FUND
Total WARREN COUNTY SHERIFF:			31.18	
WARREN WATER DISTRICT				
WARREN WATER DISTRICT	WRRF WATER	11/21/2024	105.00	SEWER FUND
Total WARREN WATER DISTRICT:			105.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING	11/05/2024	9.48	LIBRARY FUND
WASTE MANAGEMENT OF IOW	FALL CLEAN UP	12/02/2024	691.40	GENERAL FUND
WASTE MANAGEMENT OF IOW	FALL CLEAN UP - APPLIANCES	12/02/2024	327.05	GENERAL FUND
WASTE MANAGEMENT OF IOW	RECYCLING RES	12/04/2024	24,017.40	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT	12/04/2024	4,526.20	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	12/04/2024	47.45	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	1305 N 6TH DUMPSTER RECYCLING	12/04/2024	72.56	RECYCLING FUND
Total WASTE MANAGEMENT OF IOWA:			29,691.54	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	12/01/2024	125.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	12/01/2024	25.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	TOILET AT BRUSH FACILITY	12/01/2024	65.00	GENERAL FUND
Total WIEGERT DISPOSAL CO.:			215.00	
WOOSLEY LANDSCAPING & MOWING LLC				
WOOSLEY LANDSCAPING & M	WOOSLEY	12/03/2024	1,395.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING LLC:			1,395.00	
Grand Totals:			1,455,112.94	

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE FIRE	10/10/2024	992.57	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE STREET	10/10/2024	185.11	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE COM DEV	10/10/2024	93.42	GENERAL FUND
U.S. CELLULAR	CELL PHONE WRR	10/10/2024	138.40	SEWER FUND
U.S. CELLULAR	CELL PHONE COMMUNICATIONS	10/10/2024	46.71	GENERAL FUND
U.S. CELLULAR	CELL PHONE FACILITIES	10/10/2024	46.71	MAINTENANCE
U.S. CELLULAR	CELL PHONE HR	10/10/2024	46.71	GENERAL FUND
Total U.S. CELLULAR:			1,549.63	
Grand Totals:			1,549.63	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Approval of Minutes of the December 2, 2024 meeting.

Recommendation: Simple motion is in order.

Attachments: 1. 20241202 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

December 2, 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 December 2, 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

Katie Damon, 209 W Hillcrest, Scott Damon, 209 W Hillcrest, and John Hallstrom, 218 W Hillcrest, spoke against Emerald Bay Final Plat 1.

Consent Agenda

Approval of claims was pulled from the consent agenda at the request of Council Member Richardson. Council Member Rabe moved to approve the Consent Agenda and Sones 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 Minutes of the prior meetings
- Second consideration of an ordinance amending Chapter 106, Collection of Solid Waste.
- Resolution 2024-258 approving final payment, retainage release, Change Order Number 2, and final acceptance of the Franklin Avenue Sanitary Sewer Improvements Project
- Resolution 2024-259 determining Police Department property to be surplus and authorizing sale of property.
- Resolution 2024-260 approving a Plat of Survey for Michael Leeper for property addressed as 1313, 1307 and 1305 South L Court.
- Resolution 2024-261 approving Final Plat for Emerald Bay Plat 1.
- Resolution 2024-262 authorizing a contract for city manager recruitment.
- Consideration of the approval of a Home Base Iowa Initiative Application from Jordan Osier and authorization of a handwritten warrant in the amount of \$1500.00.
- Resolution 2024-263 authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.
- Approval of Urban Revitalization Designations

- Approval of 2025 maximum refuse hauling rates.
- Resolution 2024-264 approving salaries.

Council Member Dalby moved to approve Claims, with the exception of invoice A659669 to McCoy True Value in the amount of \$341.82 and Armstrong seconded it. On roll call, the vote was AYES: Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Richardson.

Council Reports

Council Member Dalby moved to receive and file the October 2024 EMS Billing Activity Report and Armstrong seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Richardson reported on CIRTPA's recent meeting.

The Council directed staff to prepare a resolution for the December 19 meeting to end the 28E agreement with the CVB, effective July 1, 2026.

Mayor's Report

Mayor Erickson extended her thanks to Indianola Main Street and those that helped to make Home for the Holidays a successful event.

Old Business

Council Member Beach joined the meeting via phone at 6:28 PM.

Council Member Richardson moved to open the public hearing on the proposed Amendment Number 8 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa and Rabe seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

City Clerk/Finance Director Jackie Raffety gave an overview of TIF. City Manager Ben Reeves explained Amendment Number 8 to the Hillcrest/Downtown Unified Urban Renewal Plan. No other comments were offered.

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

Council Member Dalby moved to approve Resolution 2024-265 determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan. Rabe seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve the first consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan and Rabe seconded it. On roll call, the vote

was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Rabe moved to open the public hearing regarding the proposed Kentucky Ridge/North 6th Street Urban Renewal Plan in the City of Indianola, State of Iowa and Sones seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

City Manager Reeves explained the plan. Nathan Overberg, Ahlers and Cooney, discussed the plan and any amendments that may be needed. No other public comments were offered.

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

Council Member Dalby moved to approve Resolution 2024-266 determining an area of the City to be a blighted area and an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Kentucky Ridge/North 6th Street Urban Renewal Plan. Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Beach. Whereas the Mayor declared the motion passed.

Council Member Rabe moved to approve the first consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan and Sones seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones moved to open the public hearing on the proposal to enter into a Development Agreement with Inception Group, LLC and Armstrong seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Lee Adams, Inception Group, 17567 120th Ave., requested an amendment to the Urban Renewal Plan and Development Agreement to include the fees associated with a traffic study.

Jesse Rognes, 12509 Fulton St., spoke in favor of TIF agreements.

City Manager Reeves explained the items in the Development Agreement.

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

Council Member Richardson moved to approve Resolution 2024-267 approving and authorizing execution of a Development Agreement by and between the City of Indianola and Inception Group, LLC., and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Beach. Whereas the Mayor declared the motion passed.

Council Member Dalby moved to open the public hearing regarding the proposed Summercrest Hills Urban Renewal Plan in the City of Indianola, State of Iowa and Sones seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

City Manager Reeves discussed the proposed plan. There were no other public comments offered.

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

Council Member Armstrong moved to approve Resolution 2024-268 determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Summercrest Hills Urban Renewal Plan. Sones seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Beach. Whereas the Mayor declared the motion passed.

Council Member Sones moved to approve the first consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan and Richardson seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. ABSTAIN: Beach. Whereas the Mayor declared the motion passed.

Council Member Richardson moved to open the public hearing on the proposal to enter into a Development Agreement with IDG 3, LLC (replacing Invigorate Development Group, LLC) and Dalby seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Justin Brown, 800 W Orchard, discussed the rental rate in the Development Agreement.

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

Council Member Sones moved to set the rental rate on page 10 of the Development Agreement at \$25/hr. and Dalby seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve Resolution 2024-269 approving and authorizing execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC (replacing Invigorate Development Group, LLC) and Rabe seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Richardson moved to open the public hearing regarding the transfer of real

property and Sones seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

City Manager Reeves stated Simpson will still have the right of first refusal on the Masonic Temple if the City chooses to sell the property; he proposed to Simpson sharing the facility if it becomes a visitor's center. No other public comments were offered.

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

Council Member Dalby moved to approve Resolution 2024-270 making final determination on transfer of interest in real property to Warren County, Iowa and Sones seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

New Business

Council Member Dalby moved to approve Resolution 2024-271 determining the necessity and setting dates of a consultation and a public hearing on a proposed The Village Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa. Rabe seconded it. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Rabe moved to approve Resolution 2024-272 approving Preliminary Plat for Pickard Commerce Park Plat 1 and Dalby seconded it. City Planner Bill Mettee explained the Preliminary Plat. On roll call, the vote was AYES: Richardson, Beach, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Other Business

City Manager Reeves gave an update on Development Agreements and Urban Renewal Plans. City Planner Mettee spoke on future plan reviews for different agreements.

Council directed staff to put a hold on the creation of any new positions within the City at this time.

Adjourn

The meeting was adjourned at 8:12 PM on a motion by Sones and seconded by Armstrong. 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:

Date: December 19, 2024

Subject: Resolution fixing date for a public hearing on January 6, 2025 at 6 PM on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.

Recommendation: Roll call is in order.

Attachments: 1. Res 2024- Set PH Wesley Retirement Services, Inc. DA

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 19, 2024

6:00 P.M.

The Village Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.

IMPORTANT INFORMATION

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

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

December 19, 2024

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH WESLEY RETIREMENT SERVICES, INC., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH WESLEY RETIREMENT SERVICES,
INC., AND PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, this Council proposes to consider, on January 6, 2025, whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and proposes to approve and adopt The Village Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for The Village Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

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

WHEREAS, the City has received a proposal from Wesley Retirement Services, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) including approximately 56 new Housing Units and certain Public Improvements to serve the Housing Units, including streets, sanitary sewer, storm sewer, and water infrastructure, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make up to ten (10) annual payments of Economic Development Grants to Developer, using Tax Increment annually generated by the construction of the new Housing Units and collected pursuant to Iowa Code Section 403.19, with each Grant equal to 100% of the Tax Increment remaining after 31.10% of the annual Tax Increment has been set aside by the City to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22; and

WHEREAS, the Agreement proposes that the maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement would not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) \$3,400,000; or (iii) the amount of the Qualified Costs and Expenses submitted to and approved by the City as a part of Developer's completion of the Public Improvements, as set forth in the terms of the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M. on January 6, 2025, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF INDIANOLA IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH WESLEY
RETIREMENT SERVICES, INC., AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Indianola in the State of Iowa, will hold a public hearing on January 6, 2025, at 6:00 P.M. in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Wesley Retirement Services, Inc. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) including approximately 56 new Housing Units and certain Public Improvements to serve the Housing Units, on certain real property located within the proposed The Village Urban Renewal Area, as defined and legally described in the Agreement (the "Development Property"). The Public Improvements will include streets, water, sanitary sewer, and storm sewer infrastructure to be completed by Developer and dedicated to the City.

The Agreement would further obligate the City to make up to ten (10) annual payments of Economic Development Grants to Developer using Tax Increment generated by the construction of the Housing Units and collected pursuant to Iowa Code Section 403.19, with each Grant equal to 100% of the Tax Increment remaining after 31.10% of the annual Tax Increment has been set aside by the City to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22, under the terms of the Agreement. The maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement shall not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) \$3,400,000; or (iii) the amount of the Qualified Costs and Expenses submitted to and approved by the City as a part of Developer's completion of the Public Improvements.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Indianola, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Indianola in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Indianola in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 19th day of December, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Emerald Bay Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

Recommendation: Roll call is in order.

Attachments: 1. Emerald Bay URP - Resolution Setting Dates

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 19, 2024

6:00 P.M.

Emerald Bay Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Emerald Bay Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

IMPORTANT INFORMATION

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

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

December 19, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED EMERALD BAY URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF INDIANOLA, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED EMERALD BAY URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF INDIANOLA, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Emerald Bay Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Emerald Bay Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Emerald Bay Urban Renewal Area suitable for economic development, including the development of commercial improvements and low and moderate income housing, and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof,

to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on January 2, 2025, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 2:00 P.M., and the Interim City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF INDIANOLA, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED EMERALD BAY URBAN RENEWAL PLAN FOR
THE CITY OF INDIANOLA, STATE OF IOWA

The City of Indianola, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 2:00 P.M. on January 2, 2025, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed Emerald Bay Urban Renewal Plan for the proposed Emerald Bay Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Interim City Manager, or his delegate, as the designated representative of the City of Indianola, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Emerald Bay Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 6:00 P.M. on January 21, 2025, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Indianola Record Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED EMERALD BAY URBAN RENEWAL PLAN
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY
OF INDIANOLA, STATE OF IOWA

The City Council of the City of Indianola, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 P.M. on January 21, 2025 in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, to consider adoption of a proposed Emerald Bay Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

The Emerald Bay Urban Renewal Area is proposed to contain the land legally described as follows:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block B; Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3 and 4 in Block C, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 29, 30, 31 and 32 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Avenue between Lots 9 and 10 in Block B and Lots 1 and 4 in Block C, continuing West and including the former 1st Avenue between Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former South Bank Avenue between Lots 29, 30, 31, and 32 in Block E and Lots 1, 6 and 7 in Block F, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Street between Lots 3 and 4 in Block C and Lot 1 in Block D, and continuing North and including the former 1st Street between Lots 10, 11, 12, 13 and 14 in Block B and Lots 1 and 32 in Block E, and the former 1st Street adjacent to Lot 14, Block B, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

The SE 1/4 of the SE 1/4 EXCEPT the South 400 feet thereof in Section 13, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa;

AND

The full right of way of N Jefferson Way from 750 feet north of its intersection with Trail Ridge Avenue to 750 feet south of such intersection.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Indianola, Iowa.

The City of Indianola, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the development and retention of qualified industries and businesses and to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 19th day of December, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

**EMERALD BAY
URBAN RENEWAL PLAN**

for

**EMERALD BAY
URBAN RENEWAL AREA**

CITY OF INDIANOLA, IOWA

January 2025

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- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Emerald Bay Urban Renewal Plan
for
Emerald Bay Urban Renewal Area**

City of Indianola, Iowa

A. INTRODUCTION

The Emerald Bay Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for The Emerald Bay Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Indianola, Iowa (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial development and new low and moderate income affordable housing development within the Urban Renewal Area.

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code Section 403.19 as a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area that is appropriate for the promotion of economic development (including commercial, industrial, and low and moderate income housing development).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2025, the taxable valuation as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2025, the frozen “base value” will be the assessed value of the taxable property within the area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to urban renewal projects in the Urban Renewal Area, in accordance with Iowa Code Section 403.19.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Elevate Indianola Comprehensive Plan, adopted in May 2020. The goals and objectives of this

Urban Renewal Plan, including the urban renewal projects, are in conformity with the Elevate Indianola Comprehensive Plan.

The property in the Urban Renewal Area is currently zoned as PUD, Planned Unit Development; A-1, Agricultural; and C-2, Highway-Commercial. The property zoned as A-1 is anticipated to be rezoned as part of the PUD or as C-2. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

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

F. RESIDENTIAL DEVELOPMENT

One of the City's objectives for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

Specially, in this Urban Renewal Area, the City intends to incentivize the development of housing for low and moderate income families, as defined in Iowa Code Section 403.17. For the purposes of Iowa Code Chapter 403, low and moderate income ("LMI") families are those households, including single person households, making no more than 80% of the median Warren County income.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial, industrial, and LMI residential development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Indianola.
2. To stimulate, through public action and commitment, private investment in new and existing commercial, industrial, and residential development.

3. To plan for and provide sufficient land for commercial, industrial, and residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To improve the conditions and opportunities for economic development (commercial, industrial, and residential uses).
7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers, local development organizations, or businesses to incentivize the economic development within the Area, on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.

5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Development Agreement with Sunstone Investments, LLC: The City expects to consider a development agreement with Sunstone Investments, LLC (or a related entity) (“the “Developer”) for Developer’s construction of public infrastructure improvements, LMI affordable housing units, and commercial improvements within the Urban Renewal Area. The Developer would construct and install the public infrastructure necessary to facilitate the development of the LMI housing units and commercial development, which infrastructure would be dedicated to the City following completion, at no cost to the City. In addition to the development of the housing units, the Developer is expected to bring in a Kwik Star gas station and would create additional commercial pad sites for future development. These commercial sites are expected to create new jobs within the Urban Renewal Area. The development agreement would provide detailed terms and conditions under which the City may make semi-annual Economic Development Grant payments to the Developer in the amount of up to 100% of the Tax Increment generated by development in the Urban Renewal Area. The Economic Development Grants would terminate upon the earliest of the following: (i) twenty (20) semi-annual grants have been paid to Developer; (ii) the City’s ability to collect Tax Increment from the Urban Renewal Area has expired; (iii) the maximum aggregate amount of grants have been paid to Developer; or (iv) the Agreement has been terminated pursuant to its terms. The total amount of the Economic Development shall not exceed \$3,883,219.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support the urban renewal project and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL DATA

1.	Current Constitutional Debt Limit	\$58,884,886
2.	Current outstanding general obligation debt	\$32,375,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$3,933,219 (This amount does not include costs related to financing.)

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City must acquire consent from the owner(s) of the agricultural land prior to including such land in the Urban Renewal Area. The City has received consent from the owner of agricultural land proposed to be included in the Urban Renewal Area. A copy of the agricultural landowner agreement is attached hereto as Exhibit “C.” The original signed agreement will be placed on file in the City Clerk’s office.

M. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

N. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

O. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban revitalization area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the City Council.

P. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

Q. URBAN RENEWAL PLAN AMENDMENTS

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

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a Tax Increment Financing (TIF) ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Iowa Code Chapter 403, is limited to twenty (20) fiscal years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds for urban renewal projects within the Urban Renewal Area which qualify for payment from the incremental property tax revenues of the TIF district of the Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

S. SEVERABILITY CLAUSE

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

EXHIBIT A
LEGAL DESCRIPTION OF
THE EMERALD BAY URBAN RENEWAL AREA

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block B; Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3 and 4 in Block C, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 29, 30, 31 and 32 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Avenue between Lots 9 and 10 in Block B and Lots 1 and 4 in Block C, continuing West and including the former 1st Avenue between Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D and Lots 1, 2, 3, 4 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former South Bank Avenue between Lots 29, 30, 31, and 32 in Block E and Lots 1, 6 and 7 in Block F, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Street between Lots 3 and 4 in Block C and Lot 1 in Block D, and continuing North and including the former 1st Street between Lots 10, 11, 12, 13 and 14 in Block B and Lots 1 and 32 in Block E, and the former 1st Street adjacent to Lot 14, Block B, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

The SE 1/4 of the SE 1/4 EXCEPT the South 400 feet thereof in Section 13, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa;

AND

The full right of way of N Jefferson Way from 750 feet north of its intersection with Trail Ridge Avenue to 750 feet south of such intersection.

EXHIBIT B
GENERAL DEPICTION OF THE EMERALD BAY URBAN RENEWAL AREA*
***Depiction does not include existing ROW included in Area**



EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND IN
THE EMERALD BAY URBAN RENEWAL AREA

WHEREAS, the City of Indianola, Iowa, (the "City") has proposed to establish an Urban Renewal Plan ("Plan") for the Emerald Bay Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property meeting the definition in Section 403.17(3) of "agricultural land" may be included in an urban renewal area which meets the until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa.

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Indianola, Iowa, may include such property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City of Indianola, Iowa, to pass any resolution or ordinance necessary to designate property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED _____, 20____

Agricultural Land Owner's Name (print): _____

Signature: _____

Print Name of Signatory: _____

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: Approval of Final Payment Application in the amount of \$43,577.10 to Indianola Municipal Utilities for streetlights on East Hillcrest Avenue.

Introduction: This memorandum requests City Council approval for the final payment of \$43,577.10 to Indianola Municipal Utilities (IMU) for the installation of new streetlights on Hillcrest Avenue. If this payment is approved, it will bring the total amount paid for the project to \$140,659.82, which aligns with the original amount approved by the City Council on November 6, 2023.

Background: The Hillcrest Avenue pavement reconstruction project required utility relocations by Indianola Municipal Utilities (IMU) and MidAmerican Energy Company (MEC). During this process, the lack of sufficient street lighting was identified as a significant safety concern for drivers and pedestrians. To address this, the City Council approved a proposal from IMU to install additional streetlights for a total cost of \$140,659.82.

IMU has since completed the work, submitting invoices for the project in stages. The most recent and final invoice, dated December 4, 2024, is for \$43,577.10. This invoice reflects the remaining balance needed to fulfill the project cost.

Discussion: The installation of new streetlights on Hillcrest Avenue has significantly improved safety and visibility along the reconstructed roadway. With the approval of this final payment, the total cost for the streetlight installation will match the approved project budget of \$140,659.82.

The breakdown of project costs includes:

- Invoice dated December 4, 2023: \$43,577.10 (final payment request)
- Total amount previously paid: \$97,082.72

City staff has reviewed the invoices and confirmed that they accurately reflect the work completed by IMU. Approval of this payment will allow for the formal closure of this important safety improvement project.

Budget Impact: The payment of \$43,577.10 is within the approved budget for the Hillcrest Avenue reconstruction project. The funds required for this payment have already been allocated as part of the project's financing plan.

Recommendation: City staff recommends that the City Council approve the final payment request of \$43,577.10 to Indianola Municipal Utilities. This payment will bring the total project cost to

\$140,659.82, as originally approved, and close out the City's financial obligations for the streetlight installation.

Attachments: 1. IMU Invoice - Hillcrest Lighting Final Phase



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

City Of Indianola
PO Box 299
Indianola, IA 50125

Invoice

Account	CUST-1006
Invoice Number	INV-2173
Billing Date	12/04/2024
Due Upon Receipt	
Total Due	43,577.10

Remit To:

Page 1 of 1

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

TEAR HERE & RETURN TOP PORTION WITH PAYMENT

City Of Indianola

Invoice: INV-2173

Account: CUST-1006

Due Upon Receipt

Install Underground Cables, Conduit, Hand Holes - E Hillcrest - 7th to East of 9th
PLEASE PAY SEPARATE FROM UTILITY BILL

Customer PO:

Product Code	Product Description	Quantity	UOM	Unit Price	Amount
	Install Underground Cables, Conduit, Hand Holes - E Hillcrest - 7th To East Of 9th	1.00		43,577.10	43,577.10

Invoice Description		
Install Underground Cables, Conduit, Hand Holes - E Hillcrest - 7th to East of 9th PLEASE PAY SEPARATE FROM UTILITY BILL	Subtotal:	43,577.10
	Total Tax:	0.00
	Freight:	0.00
	Total Amount:	43,577.10



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

Hillcrest Lighting

For: Install underground cables, conduits, hand holes

Date: 12/3/2024

Location: East Hillcrest - 7th to East of 9th

Billing To: City of Indianola

Parts and Material

ITEM	QUANT.	COST	TOTAL COST
1 1/4" Innerduct	1550	\$0.42	\$651.00
1 1/4" PVC Sweeps	22	\$6.56	\$144.32
1 1/4" PVC Couplings	22	\$1.29	\$28.38
1 1/4" Morris Clamps	22	\$21.40	\$470.80
Pulling Tape Reels	1	\$105.93	\$105.93
Hand Holes	7	\$347.75	\$2,434.25
Street Light Poles	7	\$3,626.83	\$25,387.81
Wire - Feeder	1700	\$1.79	\$3,043.00
Connectors	21	\$25.21	\$529.41
108 Watt LED Fixtures	7	\$287.83	\$2,014.81
Photo Controls	7	\$6.07	\$42.49
12/2 UF	370	\$0.77	\$284.90
Total Parts and Materials			\$35,137.10

Other

ITEM	QUANT.	RATE	TOTAL COST
Trenching	1300	@ \$3.00/ft.	\$3,900.00
Skid Loader	4	@ 45.00/hr	\$180.00
Pickup	0	@ \$20.00/hr	\$0.00
Dump Truck	0	@ \$25.00/hr	\$0.00
Bucket Truck	7	@ \$65.00/hr	\$455.00
Vac Machine	4	@ \$30.00/hr	\$120.00
Digger Derrick	7	@ \$65.00/hr	\$455.00
Mini Backhoe	4	@ \$45.00/hr	\$180.00
Backhoe	0	@ \$60.00/hr	\$0.00
Directional Boring (Plus Conduit)	0	@ Bid	\$0.00
Crew Labor	70	@ 45.00/hr	\$3,150.00
Crew Labor - Overtime	0	@ 68.00/hr	\$0.00
Admin Labor	0	@ 45.00/hr	\$0.00
Total Other			\$8,440.00

TOTAL BILL	\$43,577.10
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Electric Superintendent: Mike Metcalf

Date: 12/3/2024

This is the final invoice for this project.

Installed conduits, wire, connectors, hand holes, poles and lights.

IMU Code: 8200-45638-730



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Approval of a renewed liquor license for Ohio Martinez, LLC dba Fiestas Jalepenos Mexican Restaurant.

Introduction: This is a renewal of their Class C Retail Alcohol License with outdoor service privileges.

Background: Fiestas Jalepenos (sic) is located at 508 North Jefferson Way. Their current license expires December 18, 2024.

Discussion: The restaurant is a limited liability company. Owners listed on the application are Aadan Guillermo Pacheco, Guillermo Ayala, Jose Alejandro Martinez, and Ricardo Angel Gallardo. 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/Finance Director
Date: December 19, 2024
Subject: Approval of a renewed liquor license for Desi Liquor, LLC dba Spirits World.

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

Background: Their current license expires January 22, 2025.

Discussion: Spirits World is a limited liability corporation. The owners listed on the application are Manjeet Aulakh and Bhajan Aulakh. 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/Finance Director
Date: December 19, 2024
Subject: Consideration of the approval of a new liquor license for Sticks and Balls, LLC.

Introduction: Sticks and Balls, LLC is applying for a new Class C retail alcohol liquor license at their new location, 116 East Ashland Avenue, Suite 100.

Background: Council previously approved a Special Class C license for this location at their November 18, 2024 meeting. The applicant is changing the license type from a Special Class C to a Class C.

Discussion: Sticks and Balls is a limited liability company with the owner listed on the application as Crystal Inman. All paperwork is in order for approval and staff have inspected the premises.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Third consideration and adoption of an ordinance amending Chapter 106, Collection of Solid Waste.

Introduction: Based on our agreement with Waste Management, recycling fees are adjusted annually based on the Consumer Price Index for Water, Sewer, and Trash. This year's adjustment is a 4.8% increase.

Background: Our current rate is \$6.10; \$5.35 is for bi-weekly recycling services and \$0.75 is for the fall and spring cleanup programs. An additional fee for the cleanup programs was introduced at the February 5, 2024, Council meeting, with the ordinance adopted on March 4, and taking effect on April 1, 2024.

Discussion: The fee for the bi-weekly recycling services will increase by 4.8%; the new fee for that service will be \$5.61.

The fee for the cleanup program is calculated based on the contract costs and the number of recycling residents. The fee will need to increase \$0.03; the new fee will be \$0.78.

	Spring	Fall & Spring Yard Waste	Fall Bulky Items	Landfill	Total
Cost	\$41,475.00	\$5,748.75	\$4,126.56	\$6,084	\$57,434.31
Total per month based on 6,155 customers	\$0.56	\$0.08	\$0.06	\$0.08	\$0.78
Increase	\$0.02	\$0.01	\$0.01	None	\$0.03

The total recycling fee billed to customers on a monthly basis will be \$6.41.

Budget Impact: The fees are used to pay for the services received and administrative costs.

Recommendation: Approval of the third consideration and adoption of the ordinance.
Roll call is in order.

Attachments: 1. Ord_Recycling 2025

City of Indianola
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 106, COLLECTION OF SOLID WASTE,
INDIANOLA CODE OF ORDINANCES TO INCREASE RECYCLING RATES

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

SECTION 1. Section 106.09, Recycling Program, is hereby amended in subsection 1 by deleting the stricken language and inserting the underlined language as follows:

1. Fee. The fee for recyclable collection and disposal service, used or available, is six dollars and -forty-one cents) (\$6.41) for each residential premises.

SECTION 2. REPEALER. Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This Ordinance shall be in effect January 1, 2025.

PASSED and approved by the Indianola City Council this _____ day of _____ 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First Reading:
Second Reading:
Third Reading:
Published:



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 19, 2024

Subject: Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: 1. Amend No. 8 to Unified URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, AND 1717, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA, IN THE CITY OF INDIANOLA, COUNTY OF WARREN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA **(AMENDMENT NO. 8 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN)**

WHEREAS, the City Council of the City of Indianola, State of Iowa, has heretofore, in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717 (collectively, the "TIF Ordinance"), provided for the division of taxes within the Hillcrest/Downtown Unified Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, territory now has been removed from the Urban Renewal Area through the adoption of Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Urban Renewal Area, and the continuing needs of redevelopment within the amended Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Hillcrest Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 11-94 on July 5, 1994, and described in Ordinance No. 1026, which includes the lots and parcels located within the area legally described as follows:

A part of the North $\frac{1}{2}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North $\frac{1}{4}$ corner of said Section 19, thence North $89^{\circ} 06'$ West 6.15 feet, thence South $01^{\circ} 36' 20''$ East 1323.7 feet to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence East 1552.0 feet to the West right-of-way line of the C.R. I. & P.R.R.; thence Northwesterly along a $3^{\circ} 36' 36''$ curve with a central angle of $51^{\circ} 58'$ a distance of 659.0 feet, thence North $21^{\circ} 03'$ West 711.24 feet to the North line of said Section 19; thence West 1263.0 feet to the point of beginning, and being a part of the City of Indianola, Iowa. (Also known as a portion of Parcels K & L of the Replat of Hillcrest Industrial Park 1.)

b) Hillcrest Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 14-98 on October 19, 1998, and described in Ordinance No. 1137, which was removed from the division of revenue under this Ordinance by Ordinance No. 1613 adopted June 17, 2019.

c) Hillcrest Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 9-01 on September 4, 2001, and described in Ordinance No. 1218, which was removed from the division of revenue under this Ordinance by Ordinance No. 1717 adopted July 17, 2023.

d) Hillcrest Amendment No. 3 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 3 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 05-05 on March 7, 2005, which was corrected by Resolution No. 13-05 on July 18, 2005, and described in Ordinance No. 1336, which amended Ordinance No. 1322 to correct the legal description of the Amendment No. 3 Subarea, which includes the lots and parcels located within the area legally described as follows:

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

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

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

West 50' of the East 43 Acres in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19-76-23.

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

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

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

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 294' West of SE Corner of said Section 12, thence West 156', thence North 170', thence East 156', thence South 170' to Point of Beginning including all adjacent Public Right of Way and Road Easements of record.

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

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

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

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

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

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

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

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

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

e) Hillcrest Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 04-09 on March 16, 2009, and described in Ordinance No. 1428, which includes the lots and parcels located within the area legally described as follows:

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

AND

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

AND

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

AND

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

AND

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

AND

Parcel "J"

All that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 76 North, Range 24 West of the 5th P.M., Indianola, Warren County, Iowa being more accurately described as follows: Commencing at the Northeast corner of said Section 24, thence South 00 -00'-00" East along the East line of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 1330.90 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence North 88 -59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of

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

AND

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

AND

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

AND

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

AND

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

AND

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

The W $\frac{1}{2}$ of the East 60 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W $\frac{1}{2}$ of Lot 1, Auditors Subdivision of Outlot 1, Berry's Addition to the City of Indianola, Iowa.

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

AND

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

AND

Parcel 1:

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

AND

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

Parcel 2:

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

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

Parcel 3:

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

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

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

A tract of land located in the SW ¼ of the NW ¼ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as: Beginning at the West ¼ corner of said Section 19, thence S87 36'50"E along the South line of the SW ¼ of the NW ¼ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin. Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an iron pin, thence S00 12'40"E a distance of 360.60' to an iron pin, thence S89 47'20"W a distance of 290.00' to an iron pin, thence N00 12'40"W a distance of 25.50' to an iron pin, thence S89 47'20"W a distance of 198.53' to an iron pin, thence S14 20'30"W a distance of 182.20' to an iron pin, thence S89 48'50"W a distance of 267.55' to an iron pin, said pin being the true point of beginning, containing 5.257 acres. SUBJECT to all easements, restrictions, encumbrances, and other matters, if any, of record:

AND

A lot 399 feet by 275 feet situated 530 feet north and 100 feet east of the west ¼ corner, Section 19, Township 76, Range 23, Warren County, Iowa, and locally known as 1508 North Jefferson, Indianola, Iowa.

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

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

AND

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

AND

Parcels A and C of Berry's Outlot 5

AND

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

AND

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

AND

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

AND

All of the Wal-Mart Subdivision

AND

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

f) Downtown Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 8-01 on September 4, 2001, and described in Ordinance No. 1217, which was removed from the division of revenue under this Ordinance by Ordinance No. 1717 adopted July 17, 2023.

g) Downtown Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 06-05 on March 7, 2005, and described in Ordinance No. 1314, which includes the lots and parcels located within the area legally described as follows:

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

h) Downtown Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 10-07 on December 17, 2007, and described in Ordinance No. 1396, which includes the lots and parcels located within the area legally described as follows:

All of Block 24, Original Town Plat; all of Blocks 18 and 19, Jones and Windles Addition; All of Lots 15 and 16, Jones and Windles Outlots; All of North/South alley between Lots 15 and 16, Jones and Windles Outlots and Block 31, Cheshires Addition; All of Blocks 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Cheshires Addition; All of Block 4, Fairview Addition; All of Lots 4, 5 and 6, Block 3 and North/South alley between Lots 4, 5 and 6, Block 3, Fairview Addition; All of Lots 1 and 9, Van-El Addition; All of Auditor's Outlot 121; Lots 1 through 11 of Day's Outlots; All of Lot 122 of Auditor's Outlots; Lots 1, 2, 3 and 24 of Replat of Lots 45 through 52 of Kenwood Place; Lots 1, 2 and 3 of Kenwood Place; All of Parcel G in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Lots 5 and 6, Leonard Subdivision, Plat 2; Beginning at a point 2119.55' east and 559.0' south of the NW corner of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Thence South 300' to North right-of-way, Thence West 200', thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; The West 150' of the NW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3, 4 and 5 of the Newsome Subdivision; The West 677.6' of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 76 North, Range 24; The East 150' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; The east 660' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24, The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 26, Township 76 North, Range 24; The West 430' of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 35, Township 76 North , Range 24 which lies

within the corporate limits except for Deer Run Subdivision Plat 2: Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition; Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

i) Unified Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-100 on May 20, 2019 and as corrected by Resolution No. 2019-100-A, approved on June 17, 2019, which **removed** the Hillcrest Amendment No. 1 Subarea.

j) Unified Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-142 on August 5, 2019, which includes the lots and parcels located within the Hillcrest Amendment No. 2 Subarea legally described as follows:

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

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

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

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa

(Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

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

k) Unified Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2021-197 on August 16, 2021, which **removed** the lots and parcels located within the Hillcrest Amendment No. 3 Subarea legally described as follows:

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

l) Unified Amendment No. 5 Subarea (2021 Parcels Only) means a portion of the City of Indianola, State of Iowa, described in Amendment No. 5 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2021-220 on the 20th day of September, 2021, which Unified Amendment No. 5 Subarea **(2021 Parcels Only)** includes the lots and parcels located within the area legally described as follows:

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

AND

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

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

[Note: The 2021 Parcels is the only portion of the Unified Amendment No. 5 Subarea that will be included in this TIF Ordinance. The City anticipates that

as other parcels develop (increase in value) in the future, the City will add those parcels to the TIF Ordinance. Therefore, the various parcels in the Unified Amendment No. 5 Subarea will have different frozen bases and different expiration dates.]

m) Unified Amendment No. 8 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 8 to the Unified Plan for the Urban Renewal Area approved by Resolution No. _____ on December 2, 2024, which **removes** certain lots and parcels located within the Hillcrest Amendment No. 4 Subarea, the Downtown Amendment No. 1 Subarea, and the Downtown Amendment No. 2 Subarea, the legally described as follows:

Area to be removed from Hillcrest Amendment No. 4 Subarea:

All those portions in the S ½ of SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

AND

All those portions in the NW ¼ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT the North 100 feet thereof AND EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa EXCEPT the North 100 feet thereof

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Lot 4, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County,

Area to be removed from Downtown Amendment No. 1 Subarea:

All those portions in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa.

Area to be removed from Downtown Amendment No. 2 Subarea:

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

Beginning at a Northwesterly corner of Lot 1 of Deer Run Plat 8, an Official Plat, recorded in the Office of the Warren County Recorder in Instrument #: 2022-07825, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 88°59'03" East, along the said South right-of-way line, a distance of 484.37 feet;

THENCE South 89°45'56" East, along the said South right-of-way line, a distance of 630.02 feet;

THENCE South 89°48'32" East, along the said South right-of-way line, a distance of 90.19 feet;

THENCE South 89°45'54" East, along the said South right-of-way line, a distance of 254.86 feet, to the West line of Parcel A, recorded in the Office of the Warren County Recorder in Book 10, Page 9;

THENCE South 0°19'51" West, along the said West line, a distance of 370.31 feet;

THENCE North 89°40'09" West, a distance of 533.38 feet;

THENCE along a curve to the left having a radius of 290.00 feet, a delta of 17°01'08", an arc length of 86.14 feet and a chord which bears North 81°09'35" West having a chord distance of 85.82 feet;

THENCE North 72°39'02" West, a distance of 28.63 feet;

THENCE South 11°38'18" East, a distance of 250.12 feet;

THENCE South 12°43'23" West, a distance of 98.24 feet;

THENCE South 57°35'26" West, a distance of 68.62 feet;

THENCE North 77°25'13" West, a distance of 94.05 feet;

THENCE North 63°24'57" West, a distance of 338.07 feet;

THENCE North 25°14'25" West, a distance of 91.70 feet;

THENCE North 44°25'11" East, a distance of 124.33 feet;

THENCE North 0°11'13" West, a distance of 115.39 feet;

THENCE South 89°48'47" West, a distance of 272.16 feet, to a corner of said Lot 1;

THENCE, continuing, South 89°48'47" West, along a Southerly line of said Lot 1, a distance of 200.00 feet, to the Southwesterly corner of said Lot 1, said point also being the East right-of-way line of South Y Street, as presently established;

THENCE North 0°14'11" West, along the West line of said Lot 1, a distance of 200.03 feet;

THENCE North 11°43'02" East, along the said West line, a distance of 59.45 feet;

THENCE along a curve to the left having a radius of 25.00 feet, a delta of 79°22'29", an arc length of 34.63 feet and a chord which bears North 51°15'14" East having a chord distance of 31.93 feet, to the POINT OF BEGINNING, containing 14.63 acres, more or less

AND

Al those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

COMMENCING at the Northeasterly corner of said Lot 3, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 0°16'09" West, along the East line of said Lot 3, a distance of 684.91 feet, to a Northeasterly corner of said Lot 3, which is also the POINT OF BEGINNING;

THENCE North 88°44'33" East, along the Northerly line of said Lot 3, a distance of 100.47 feet, to a Northeasterly corner of said Lot 3;

THENCE South 0°11'56" West, along the Easterly line of said Lot 3, a distance of 468.14 feet, to a Northeasterly corner of said Lot 3;

THENCE North 89°11'10" East, along a Northerly line of said Lot 3, a distance of 142.87 feet, to a Northeasterly corner of said Lot 3;

THENCE South 0°35'17" East, along an Easterly line of said Lot 3, a distance of 545.71 feet, to a Northeasterly corner of said Lot 3;

THENCE South 88°44'12" East, along a Northerly line of said Lot 3, a distance of 386.90 feet, to a Northerly corner of Lot 1, Deer Run, said point also being the West right-of-way line of South R Street;

THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 335.00 feet, a delta of 25°54'31", an arc length of 151.48 feet and a chord which bears South 50°04'59" East having a chord distance of 150.20 feet, to a point on the said West right-of-way;

THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 265.00 feet, a delta of 37°02'17", an arc length of 171.31 feet and a chord which bears South 44°56'59" East having a chord distance of 168.34 feet, to a point on the said West right-of-way;

THENCE South 25°26'49" East, along the said West right-of-way, a distance of 23.83 feet, to a Northerly corner of said Lot 1;

THENCE South 52°40'38" West, along a Northerly line of said Lot 1, a distance of 179.42 feet, to a Northerly line of said Lot 1;

THENCE North 88°31'03" West, a distance of 492.45 feet;

THENCE North 1°28'57" East, a distance of 150.27 feet;

THENCE along a curve to the left having a radius of 280.00 feet, a delta of 6°59'57", an arc length of 34.20 feet and a chord which bears North 62°06'26" West having a chord distance of 34.18 feet;
 THENCE North 58°36'28" West, a distance of 175.22 feet;
 THENCE a curve to the left having a radius of 280.00 feet, a delta of 20°51'54", an arc length of 101.97 feet and a chord which bears North 48°10'31" West having a chord distance of 101.40 feet;
 THENCE South 64°14'50" West, a distance of 159.85 feet;
 THENCE North 45°22'52" West, a distance of 528.88 feet;
 THENCE North 0°00'00" East, a distance of 678.32 feet;
 THENCE North 15°27'57" West, a distance of 295.82 feet;
 THENCE North 0°00'00" West, a distance of 78.74 feet;
 THENCE South 89°40'09" East, a distance of 471.08 feet;
 THENCE along a curve to the right having a radius of 60.00 feet, a delta of 89°40'09", an arc length of 93.90 feet and a chord which bears South 44°50'05" East having a chord distance of 84.61 feet;
 THENCE South 2°14'15" East, a distance of 256.12 feet;
 THENCE North 90°00'00" East, a distance of 60.00 feet;
 THENCE North 85°19'38" East, a distance of 6.58 feet, to the POINT OF BEGINNING, containing 24.25 acres, more or less.

n) Amended Area means that portion of the Urban Renewal Area, as amended, legally described in subsections (a), (d) (less the removed area described in subsection (k)), (e), (g), (h), (j), and (l), less the area removed from the foregoing subareas as described in subsection (m).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Warren, Iowa, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Hillcrest Original Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Area upon the total sum of the assessed value of the taxable property in the Area as shown on the assessment roll as of January 1, 1993, being January 1 of the calendar year preceding the effective date of Ordinance No. 1026, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Hillcrest Amendment No. 3 Subarea (less that portion removed by the Unified Amendment No. 4 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance Nos. 1322 and 1336, minus the assessed value shown on the assessment roll as of January 1, 2004 for the property removed from the Hillcrest Amendment No. 3 Subarea by Amendment No. 4 to the Unified Plan and Ordinance No. 1668.

As to Hillcrest Amendment No. 4 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2008, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1428.

As to Downtown Amendment No. 1 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1314.

As to Downtown Amendment No. 2 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1396.

As to the Unified Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1613.

As to Unified Amendment No. 5 Subarea (2021 Parcels Only), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1617.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Indianola, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown

by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Indianola, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717, except with respect to that property described as the Unified Amendment No. 8 Area, which is removed from the division of taxes under the provisions of Section 403.19, Code of Iowa, following the adoption of this Ordinance. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Indianola Record Herald on _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: 1. Kentucky Ridge URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA (**THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 2nd day of December, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Kentucky Ridge/North 6th Street Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

The W ½ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Parcel "P" of the survey of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 9, Page 16 of 76-23 in the office of the Warren County Recorder

AND EXCEPT

Parcel Q in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa. Said Parcel contains 0.516 Acres, all as shown on plat of survey Drawing No. 1917.6-2 filed in Irregular Plat Book 9, Page 16 of 76-23 in the office of the Warren County Recorder

AND EXCEPT

The South 100 feet of the East 50 feet of Lot 4, Block 15 and the South 100 feet of the West 10 feet of the vacated street lying adjacent thereto, Windle's Addition to Indianola, Warren County, Iowa AND The South 100 feet of the vacated street between Lot 4, Block 15 and Lot 3, Block 16, Windle's Addition to Indianola, Warren County, Iowa, EXCEPT the West 10 feet thereof

AND EXCEPT

The South 100 feet of the West 10 feet of Lot 3, Block 16 and the South 100 feet of the vacated Street lying between Block 15 and 16, WINDLE'S ADDITION to Indianola, Warren County, Iowa EXCEPT the West 10 feet thereof

AND EXCEPT

Lot 3; the North-South alley lying between Lots 3 & 4; and the South 2.0 feet of the West 128.0 feet of the East-West alley; all in Block 16, Windle Is Addition to the City of Indianola

AND EXCEPT

Lot 4 in Block 16, Windles Addition, an Official Plat in Indianola, Warren County, Iowa

AND

The SE 1/4 of the SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 2-7 in Auditor's Plat of Part of Outlot 109, of Auditor's Plat of Outlots in Indianola, Warren County

AND EXCEPT

All portions platted as Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa, except Lot 1 of Block 1

AND EXCEPT

All portions platted as Continuation of Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

The North 75 feet of the South 190 feet of the West 115 feet of Outlot 107 of AUDITORS PLAT OF OUTLOTS in Indianola, Warren County, Iowa

AND EXCEPT

The South One hundred fifteen (115) feet of the West One hundred fifteen (115) feet of Outlot One hundred seven (107) of Auditor's Plat of Out lots in Indianola, Iowa

AND EXCEPT

Beginning 115 feet East of the Southwest corner of Outlot 107, AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa, thence North 190 feet, thence East 73 feet, thence South 190 feet, thence West 73 feet to place of beginning

AND EXCEPT

Beginning at a point One hundred eighty-eight (188) feet East of the Southwest Corner of Outlot One hundred seven (107), Auditor's Plat of Outlots in Indianola, Iowa; thence North one hundred ninety (190) feet, thence East Seventy-two (72) feet, thence South One hundred ninety (190) feet, thence West Seventy-two (72) feet to place of beginning

AND EXCEPT

Beginning 290 feet East and 30 feet North of the Southwest Corner of the SE 1/4 of the SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 190 feet, thence East 100 feet, thence South

190 feet, thence West 100 feet to place of beginning; being Outlot 108 and a part of Outlot 107 of AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area

as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Indianola Record Herald on _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: First consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.

Recommendation: The Council previously approved the first consideration of an ordinance for the Summercrest Hills Urban Renewal Plan. However, changes to the ordinance were required, resulting in the Council needing to approve the first consideration again. Roll call is in order.

Attachments: 1. Summercrest Hills URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN** PROPERTY LOCATED WITHIN THE SUMMERCREST HILLS URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SUMMERCREST HILLS URBAN RENEWAL AREA (**IDG PARCELS**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 2024-268 passed and approved on the 2nd day of December, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Summercrest Hills Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the following lots and parcels (hereinafter referred to as the "**IDG Parcels**") legally described as follows:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Lot 1, Summercrest Hills Plat 1, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Lot 4, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

A PART OF LOT 5 IN SUMMERCREST HILLS PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 89° 57' 19" WEST ALONG THE SOUTH LOT LINE OF SAID LOT 5, A DISTANCE 21.57 FEET; THENCE NORTH 84° 14' 40" WEST CONTINUING ALONG SAID SOUTH LOT LINE, 90.45 FEET; THENCE NORTH 89° 57' 19" WEST CONTINUING ALONG SAID SOUTH LOT LINE, 68.43 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44° 57' 19" WEST, 35.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00° 02' 41" EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 145.29 FEET; THENCE NORTH 02° 56' 14" EAST CONTINUING ALONG SAID WEST LINE, 55.36 FEET; THENCE NORTH 90° 00' 00" EAST, 202.21 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 0° 02' 41" WEST ALONG SAID EAST LINE, 234.74 TO THE POINT OF BEGINNING AND CONTAINING 1.07 ACRES (46,648 S.F.).
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND EXCEPT

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

AND EXCEPT

Lot 1 and Lot A in DeYarman Park Minor Subdivision Plat, now and included in and forming a part of the City of Indianola, Iowa

AND EXCEPT

The North 100 feet of the SW ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

[NOTE: The City is including only a portion of the Urban Renewal Area in this TIF Ordinance.]

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation on the IDG Parcels in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the IDG Parcels of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the IDG Parcels of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all

taxable property within the IDG Parcels of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the IDG Parcels of the Urban Renewal Area exceeds the total assessed value of the taxable property in the IDG Parcels of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the IDG Parcels of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the IDG Parcels of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the IDG Parcels of the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the IDG Parcels in the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 20__

Read Second Time: _____, 20__

Read Third Time: _____, 20__

PASSED AND APPROVED: _____, 20__.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 20__, signed by the Mayor on _____, 20__, and published in the Indianola Record Herald on _____, 20__ 4.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: December 19, 2024

Subject: Resolution approving application for Partial Payment Number 1 in the amount of \$126,039.73 to TK Concrete and Change Order Number 1 in the amount of \$28,478.40 for the North N Street Storm Sewer Repairs Project.

Introduction: This memorandum requests City Council approval of Application for Partial Payment No. 1 in the amount of \$126,039.73 and Change Order No. 1 in the amount of \$28,478.40 for the North N Street Storm Sewer Repairs Project.

Background: The North N Street Storm Sewer Repairs Project began on October 14, 2024. The contractor, TK Concrete, has substantially completed the work, except for final seeding, and has reopened North N Street to traffic.

Staff encountered storm pipes that were in such poor condition that they could not be televised. Upon further evaluation, a significant portion of these pipe segments required replacement. This resulted in Change Order No. 1. At the November 4, 2024, City Council meeting, the City Manager presented this change order during the briefing session. Following the Council's general consensus, staff authorized the contractor to proceed with the work. This change order is now being presented for formal approval.

Discussion: The work completed during the October and November 2024 pay periods primarily included cleaning and televising the storm sewer, and removal and replacement of roadway and driveway pavement. Storm sewer removal and replacement, reinforced concrete collar installation, intake top reconstruction, associated earthwork including topsoil placement, sidewalk paving, concrete assurance testing, traffic management, and maintenance of solid waste and recycling collection services were also completed.

Approximately 96.1% of the construction has been completed based on the earned value compared to the total contract amount. These improvements address critical infrastructure needs and ensure the long-term functionality of the storm sewer system.

Budget Impact: Application for Partial Payment No. 1, totaling \$126,039.73, compensates TK Concrete for work completed during October and November 2024. Change Order No. 1 increases the total contract amount by \$28,478.40 to account for the replacement of failed storm pipes.

Recommendation: City staff and the engineer with Snyder recommend that the City Council approve both Application for Partial Payment No. 1 and Change Order No. 1 for work completed by TK Concrete. These approvals will formalize the work performed and support the project's successful completion.

- Attachments:**
1. PartialPaymentApp01_Letter_NorthNStreetStormSewerRepairs
 2. ChangeOrder01_NorthNStreetStormSewerRepairs_Signed
 3. PartialPaymentApp01_NorthNStreetStormSewerRepairs_Signed
 4. Res 2024- North N St Pay 1 CO1

December 19, 2024

Akhilesh Pal, PE
Public Works Director
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: Application for Partial Payment No. 1
Change Order No. 1
North N Street Storm Sewer Repairs

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 1 in the amount of \$126,039.73 and Change Order No. 1 in the amount of \$28,478.40 for work completed in October and November 2024. The project commenced on October 14, 2024.

Work for this pay period included removal of protruding service connections, storm sewer cleaning and televising, roadway and driveway pavement removal and replacement, storm sewer removal and replacement, reinforced concrete collar installation, associated earthwork including topsoil placement, intake top reconstruction, sidewalk paving, concrete assurance testing, traffic management, and solid waste and recycling collection maintenance.

Approximately 96.1% of construction is complete when comparing the earned value, the dollar amount of work completed, to the total contract amount.

The contract included 20 working days to complete the project. Change Order No. 1 includes the addition of 7 working days for the additional repair work needed based on field discovery. At the end of the pay period, 24 working days, or 88.9% of the contract working days, had been used.

Change Order No. 1 in the amount of \$28,478.40 covers the work to repair the additional damage observed by Snyder following the initial storm sewer cleaning and televising by the Contractor. The additional repair work was field verified during construction and involves the items detailed below:

- *Modified subbase, 6-inch, \$739.20:* Quantity was adjusted to field measurements. See bid item 2.3.
- *Storm sewer, trenched, RCP, 12-inch, \$10,400.00:* Quantity was adjusted to field measurements. See bid item 4.1.

- *Storm sewer, trenched, RCP, 15-inch, \$1,680.00:* Replacement of 15" pipe was determined necessary following review of the initial televising. See bid item 4.6.
- *Reinforced concrete collar, \$5,000.00:* Five additional collars were determined to be necessary in the field. See bid item 4.2.
- *Removal of storm sewer, \$1,200.00:* Quantity was adjusted to field measurements. See bid item 4.3.
- *Intake, SW-501, reconstruct, top-only, \$1,000:* Due to the proximity of storm sewer pipe replacement, additional pavement abutting structure #1039 was removed, requiring the top of structure to be rebuilt. See bid item 6.1.
- *Driveway removal and replacement, \$1,530.00:* Quantity was adjusted to field measurements. See bid items 7.2 and 7.4.
- *Roadway pavement removal and replacement, \$6,314.00:* Quantity was adjusted to field measurements. See bid items 7.5 and 7.6.
- *Cold weather concreting – batching and protection, \$615.20:* Quantity was adjusted to field measurements. See bid items 7.4, 7.5, 7.7 and 7.8.

Snyder recommends approval for Application for Partial Payment No. 1 and Change Order No. 1 for work completed by TK Concrete for the October through November 2024 pay period.

These values are summarized as follows:

Payment and Completion Summary for November 2024	
Item	Amount
Partial Payment Application No. 1	\$126,039.73
Total of All Payments	\$126,039.73
Total Earned	\$132,673.40
5% Retainage	\$6,633.67
Total Contract Price	\$138,073.40
Percent Complete	96.1%

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.

 Digitally signed by
David N. Moeller, P.E.
Date: 2024.12.10
14:46:45-06'00'

David N Moeller, P.E.
Project Manager

Enclosure

CHANGE ORDER NO. 1

OWNER: City of Indianola

PROJECT: North N Street Storm Sewer Repairs
S&A PROJECT #: 124.0688.01

To: TK Concrete, Inc.
Contractor
1608 Fifield Rd
Address
Pella, IA 50219
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

- 2.3 MODIFIED SUBBASE, 6"
- 4.1 STORM SEWER, TRENCHED, RCP, 12"
- 4.2 REINFORCED CONCRETE COLLAR
- 4.3 REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"
- 4.6 [New Item] STORM SEWER, TRENCHED, RCP, 15"
- 6.1 INTAKE, SW-501, RECONSTRUCT, TOP-ONLY
- 7.2 REMOVAL OF DRIVEWAY
- 7.4 DRIVEWAY, PAVED, PCC, 7"
- 7.5 FULL DEPTH PATCHES, PCC, 8"
- 7.6 PAVEMENT REMOVAL
- 7.7 COLD WEATHER CONCRETING - BATCHING
- 7.8 COLD WEATHER CONCRETING - PROTECTION

2. Reason for Change:

- 2.3 Quantity adjustment to field measurements.
- 4.1 Quantity adjustment to field measurements.
- 4.2 Quantity adjustment to field measurements.
- 4.3 Quantity adjustment to field measurements.
- 4.6 Replacement of 15" pipe was determined to be necessary following the initial televising.
- 6.1 Quantity adjustment to field measurements.
- 7.2 Quantity adjustment to field measurements.
- 7.4 Quantity adjustment to field measurements.
- 7.5 Quantity adjustment to field measurements.
- 7.6 Quantity adjustment to field measurements.
- 7.7 Quantity adjustment to field measurements.
- 7.8 Quantity adjustment to field measurements.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.3	SEE ABOVE	61.60	SY	\$12.00	\$739.20
4.1	SEE ABOVE	52.00	LF	\$200.00	\$10,400.00
4.2	SEE ABOVE	5.00	EA	\$1,000.00	\$5,000.00
4.3	SEE ABOVE	60.00	LF	\$20.00	\$1,200.00
4.6	SEE ABOVE	8.00	LF	\$210.00	\$1,680.00
6.1	SEE ABOVE	1.00	EA	\$1,000.00	\$1,000.00
7.2	SEE ABOVE	15.30	SY	\$15.00	\$229.50
7.4	SEE ABOVE	15.30	SY	\$85.00	\$1,300.50
7.5	SEE ABOVE	61.60	SY	\$90.00	\$5,544.00
7.6	SEE ABOVE	61.60	SY	\$12.50	\$770.00
7.7	SEE ABOVE	76.90	SY	\$2.50	\$192.25
7.8	SEE ABOVE	76.90	SY	\$5.50	\$422.95
TOTAL:					\$28,478.40

4. This change order will result in a net change in the contract completion time of 7 days and a net change in the cost of the project of \$28478.40 divided as follows:

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$109,595.00	20.0
Change due to this C.O. (+ or -)	\$28,478.40	7
Totals including this C.O.:	\$138,073.40	27.0

The change described herein is understood, and the terms of settlement are hereby agreed to:

TK Concrete, Inc.
CONTRACTOR

By

DATE:

12/10/24

Snyder & Associates, Inc.
ENGINEER

By

DATE:

12/10/24

City of Indianola
OWNER

By

DATE:

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: North N Street Storm Sewer Repairs

S&A PROJECT NO.: 124.0688.01

OWNER: City Of Indianola
CONTRACTOR: TK Concrete, Inc.
ADDRESS: 1608 Fifield Rd
Pella, IA 50219
DATE: 12/19/2024

PAYMENT PERIOD: 10/8/2024
to 11/30/2024

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 109,595.00
Net Change by Change Order: \$ 28,478.40
Contract Amount to Date: \$ 138,073.40

CONTRACT PERIOD: TOTAL WORKING DAY:

Notice to Proceed: October 14, 2024
Number of Contract Working Days: 27
Working Days Used: 24
Working Days Remaining: 3.0
Percentage of Workind Days Remaining: 11.1%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 132,673.40
Retainage: 5% \$6,633.67
Total Earned Less Retainage: \$126,039.73
Less Previous Applications for Payment: \$0.00
AMOUNT DUE THIS APPLICATION: \$126,039.73

Total Previous Payments: \$0.00

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

TK Concrete
CONTRACTOR
By [Signature]

DATE: 12/10/24

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By Alexis Morales-Furt

DATE: 12/10/24

5. OWNER'S APPROVAL

OWNER
By _____

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	TOTAL	QTY. TO DATE	CO #	COST TOTAL
	EARTHWORK							
2.1	TOPSOIL, ON-SITE	25.00	CY	\$ 50.00	\$ 1,250.00	25.00		\$ 1,250.00
2.2	BELOW GRADE EXCAVATION (CORE OUT)	12.00	CY	\$ 35.00	\$ 420.00	12.00		\$ 420.00
2.3	MODIFIED SUBBASE, 6"	342.00	SY	\$ 12.00	\$ 4,104.00	342.00	1	\$ 4,104.00
	TRENCH AND TRENCHLESS CONSTRUCTION							
3.1	TRENCH FOUNDATION	5.00	TON	\$ 50.00	\$ 250.00	5.00		\$ 250.00
3.2	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	30.00	CY	\$ 75.00	\$ 2,250.00	30.00		\$ 2,250.00
3.3	SUPPORT OF LINEAR CABLE UTILITY	80.00	CY	\$ 10.00	\$ 800.00	80.00		\$ 800.00
	SEWERS AND DRAINS							
4.1	STORM SEWER, TRENCHED, RCP, 12"	24.00	LF	\$ 200.00	\$ 4,800.00	24.00	1	\$ 4,800.00
4.2	REINFORCED CONCRETE COLLAR	13.00	EA	\$ 1,000.00	\$ 13,000.00	13.00	1	\$ 13,000.00
4.3	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	24.00	LF	\$ 20.00	\$ 480.00	24.00	1	\$ 480.00
4.4	REMOVE PROTRUDING SERVICE CONNECTIONS	5.00	EA	\$ 700.00	\$ 3,500.00	5.00		\$ 3,500.00
4.5	STORM SEWER CLEANING AND TELEVISION	302.00	LF	\$ 5.00	\$ 1,510.00	302.00		\$ 1,510.00
	STRUCTURES FOR SANITARY AND STORM							
6.1	INTAKE, SW-501, RECONSTRUCT, TOP-ONLY	2.00	EA	\$ 1,000.00	\$ 2,000.00	2.00	1	\$ 2,000.00
	STREETS AND RELATED WORK							
7.1	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00		\$ 1,000.00
7.2	REMOVAL OF DRIVEWAY	30.00	SY	\$ 15.00	\$ 450.00	30.00	1	\$ 450.00
7.3	SIDEWALK, PCC, 5"	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00		\$ 1,000.00
7.4	DRIVEWAY, PAVED, PCC 7"	30.00	SY	\$ 85.00	\$ 2,550.00	30.00	1	\$ 2,550.00
7.5	FULL DEPTH PATCHES, PCC, 8"	342.00	SY	\$ 90.00	\$ 30,780.00	342.00	1	\$ 30,780.00
7.6	PAVEMENT REMOVAL	342.00	SY	\$ 12.50	\$ 4,275.00	342.00	1	\$ 4,275.00
7.7	COLD WEATHER CONCRETING - BATCHING	372.00	SY	\$ 2.50	\$ 930.00	372.00	1	\$ 930.00
7.8	COLD WEATHER CONCRETING - PROTECTION	372.00	SY	\$ 5.50	\$ 2,046.00	372.00	1	\$ 2,046.00
	TRAFFIC CONTROL							
8.1	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 4,800.00	\$ 4,800.00	1.00		\$ 4,800.00
8.2	PORTABLE DYNAMIC MESSAGE SIGN	10.00	C DAY	\$ 175.00	\$ 1,750.00	10.00		\$ 1,750.00
	SITE WORK AND LANDSCAPING							
9.1	SOD	12.00	SQ	\$ 150.00	\$ 1,800.00	0.00		\$ -
9.2	FILTER SOCK, 12"	240.00	LF	\$ 3.00	\$ 720.00	0.00		\$ -
9.3	FILTER SOCK, REMOVAL	240.00	LF	\$ 0.75	\$ 180.00	0.00		\$ -
9.4	EROSION CONTROL MULCHING, HYDROMULCHING	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00		\$ -
9.5	INLET PROTECTION DEVICE, DROP-IN	8.00	EA	\$ 150.00	\$ 1,200.00	0.00		\$ -
	MISCELLANEOUS							
11.1	MOBILIZATION	1.00	LS	\$ 18,000.00	\$ 18,000.00	1.00		\$ 18,000.00
11.2	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00		\$ 1,000.00
11.3	CONCRETE WASHOUT	1.00	LS	\$ 1,250.00	\$ 1,250.00	1.00		\$ 1,250.00
		TOTAL ORIGINAL CONTRACT = \$ 109,595.00				\$ 104,195.00		
CHANGE ORDER SUMMARY:								
	CHANGE ORDER 01							
2.3	MODIFIED SUBBASE, 6"	61.60	SY	\$ 12.00	\$ 739.20	61.60	1	\$ 739.20
4.1	STORM SEWER, TRENCHED, RCP, 12"	52.00	LF	\$ 200.00	\$ 10,400.00	52.00	1	\$ 10,400.00
4.2	REINFORCED CONCRETE COLLAR	5.00	EA	\$ 1,000.00	\$ 5,000.00	5.00	1	\$ 5,000.00
4.3	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	60.00	LF	\$ 20.00	\$ 1,200.00	60.00	1	\$ 1,200.00
4.6	STORM SEWER, TRENCHED, RCP, 15"	8.00	LF	\$ 210.00	\$ 1,680.00	8.00	1	\$ 1,680.00
6.1	INTAKE, SW-501, RECONSTRUCT, TOP-ONLY	1.00	EA	\$ 1,000.00	\$ 1,000.00	1.00	1	\$ 1,000.00
7.2	REMOVAL OF DRIVEWAY	15.30	SY	\$ 15.00	\$ 229.50	15.30	1	\$ 229.50
7.4	DRIVEWAY, PAVED, PCC, 7"	15.30	SY	\$ 85.00	\$ 1,300.50	15.30	1	\$ 1,300.50
7.5	FULL DEPTH PATCHES, PCC, 8"	61.60	SY	\$ 90.00	\$ 5,544.00	61.60	1	\$ 5,544.00
7.6	PAVEMENT REMOVAL	61.60	SY	\$ 12.50	\$ 770.00	61.60	1	\$ 770.00
7.7	COLD WEATHER CONCRETING - BATCHING	76.90	SY	\$ 2.50	\$ 192.25	76.90	1	\$ 192.25
7.8	COLD WEATHER CONCRETING - PROTECTION	76.90	SY	\$ 5.50	\$ 422.95	76.90	1	\$ 422.95
		TOTAL: \$ 28,478.40				\$ 28,478.40		
		TOTAL CHANGE ORDERS = \$ 28,478.40				\$ 28,478.40		
		TOTAL CONTRACT & CHANGE ORDERS \$ 138,073.40				\$ 132,673.40		

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING APPLICATION FOR PARTIAL PAYMENT NUMBER 1
AND CHANGE ORDER NUMBER 1 FOR THE
NORTH N STREET STORM SEWER REPAIRS PROJECT**

WHEREAS, the City of Indianola entered into a contract with TK Concrete for the North N Street Storm Sewer Repairs Project, which commenced on October 14, 2024; and

WHEREAS, Change Order Number 1, in the amount of \$28,478.40, is necessary to address the replacement of storm pipes that could not be televised due to their poor condition; and

WHEREAS, Application for Partial Payment Number 1, in the amount of \$126,039.73, reflects compensation for work performed during October and November 2024; and

WHEREAS, the City Council was briefed on Change Order Number 1 during the November 4, 2024, meeting and authorized staff to proceed with the work, which is now being formalized.

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

Section 1. The City Council approves the Application for Partial Payment Number 1 in the amount of \$126,039.73 to TK Concrete for work completed during the October and November 2024 pay periods.

Section 2. The City Council approves Change Order Number 1 in the amount of \$28,478.40, reflecting the necessary adjustments to the project scope.

Section 3. The Mayor, or Mayor Pro Tem, is hereby authorized to sign the documents on behalf of the City of Indianola.

Section 4. All resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: Resolution approving Change Order Number 8 in the amount of (\$300,000) for the Water Resource Recovery Facility Project.

Introduction:

This memorandum seeks the City Council's approval of Change Order No. 8 for the Indianola Water Resource Recovery Facility (WRRF) project. The purpose of this change order is to formalize the settlement agreement between the City and Williams Brothers Construction Inc. regarding liquidated damages and utility costs. This agreement, which was negotiated back in the Spring, now requires a formal adjustment to the contract price to reflect the resolution of these provisions.

Background:

The City of Indianola and Williams Brothers Construction Inc. reached a settlement agreement based on specific utility costs and provisions related to the completion date as outlined in the original contract. This agreement resulted in a net decrease in the contract price by \$300,000.00. The settlement was necessary to resolve outstanding claims, particularly those related to utility costs and the impacts of construction delays on the project timeline.

Discussion:

Change Order No. 8 formalizes this settlement agreement and addresses the \$300,000 reduction in the contract price. This adjustment is essential to accurately reflect the final contract amounts and to resolve the outstanding liquidated damages provisions. The settlement has been carefully reviewed by staff and the project's engineering consultant, HR Green, Inc., to ensure accuracy and fairness.

By approving this change order, the City Council will finalize the settlement terms. This approval will not only clean up the contract but also allow for a clearer understanding of the final financial obligations between the City and Williams Brothers Construction Inc.

Budget Impact:

The approval of Change Order No. 8 will result in a net decrease in the contract price by \$300,000. This adjustment will be reflected in the final budget report for the WRRF project. This change is within the financial scope originally anticipated for this project and ensures that all final costs are accounted for appropriately.

Recommendation:

It is the recommendation of staff, based on the review by HR Green, Inc., that the City Council approve Change Order No. 8. This approval will finalize the contract terms and ensure the settlement agreement is accurately documented. The adjustment of \$300,000 will provide clarity and finality to the WRRF project's financial reconciliation.

Attachments:

1. Resolution Change Order 8 WRRF
2. Change Order No. 08 - Signed by HRG and WBCI

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING CHANGE ORDER NUMBER 8 FOR THE
INDIANOLA WATER RESOURCE RECOVERY FACILITY PROJECT
AND AUTHORIZING A FINAL CONTRACT ADJUSTMENT**

WHEREAS, the City of Indianola and Williams Brothers Construction Inc. reached a settlement agreement concerning the utility costs and completion date provisions of the Indianola Water Resource Recovery Facility (WRRF) project, which was negotiated back in the Spring of 2024; and

WHEREAS, the settlement resulted in a net decrease in the contract price by \$300,000.00; and

WHEREAS, Change Order Number 8 formalizes this agreement and is necessary to clean up the final contract amounts and resolve outstanding claims, as per Resolution No. 2024-091 where the City Council authorized staff to negotiate the retainage amount, reducing it from \$524,500 to \$300,000; and

WHEREAS, on October 16, 2023, the City Council accepted the final completion of the WRRF project and authorized the final pay application by Resolution No. 2023-207; and

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

Section 1. Approval of Change Order Number 8: The City Council hereby approves Change Order Number 8 for the WRRF project, resulting in a net decrease in the contract price by \$300,000.00, as outlined in Resolution No. 2024-091 and detailed in the attachment Change Order Number 8.

Section 2. Final Contract Adjustment: This adjustment reflects the resolution of liquidated damages provisions and utility costs, finalizing the financial obligations between the City and Williams Brothers Construction Inc.

Section 3. Repeal of Conflicting Resolutions: That all resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

CO No. 08
Change Order

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

Indianola Water Resource Recovery Facility Indianola, Iowa	Date Issued	November 6, 2024
	Project No.	191899
Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Contract Date	February 18, 2020
	Notice to Proceed Date	February 18, 2020

This Change Order No. 8 includes item 1 as defined in the attached summary and attachment. The net change by this Change Order No. 8 includes a decrease in Contract Price of \$300,000.00. No change in Contract Times is included as part of this Change Order No. 8.

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$45,600,000.00	April 1, 2022	June 10, 2022
Net Change by previously-authorized Change Order(s)	\$23,314.00	+80 days	+80 days
The Contractual limit prior to this Change Order	\$45,623,314.00	June 20, 2022	August 30, 2022
The Contract will be adjusted by this Change Order in the amount of	\$(300,00.00)	0 days	0 days
The new Contractual limit including this Change Order will be	\$45,323,314.00	June 20, 2022	August 30, 2022

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

Contractor Williams Brothers Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola, Iowa
By <i>Anthony Will</i>	By <i>Joseph Frankl</i>	By
Date: <i>11/20/24</i>	Date: 11/6/2024	Date:

Summary of Change Order No. 8 Items

Item 1 – Cost Reduction to resolve Completion Date provisions and utility costs.

WBCI and the City of Indianola reached a settlement agreement based on utility costs and completion date provisions in the Contract. With this settlement agreement, the contract price will be reduced by \$300,000.00 and the liquidated damages provisions and utility costs are resolved.

Total cost to project **\$ (300,000.00)**

Total change in contract price for Change Order No. 8 \$(300,000.00)

Total change in contract time for Change Order No. 8 0 days



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: Resolution approving an agreement with HR Green for the South C Street Sanitary Sewer Improvement Project.

Introduction: This memorandum requests City Council approval of a professional services agreement with HR Green, Inc., for the South C Street Sanitary Sewer Improvements Project. This project addresses critical sanitary sewer infrastructure needs, ensuring reliable service and long-term system sustainability.

Background: A section of sanitary sewer along South C Street, between West 1st Avenue and West Salem Avenue (specifically between sanitary sewer Manholes 648 and 728), has been identified as significantly deteriorated. Due to the condition of the clay pipe, this section cannot be rehabilitated through lining and requires full replacement.

The scope of the project includes: Removing and replacing the deteriorated sanitary sewer; replacing sewer laterals to the backside of the curb; and replacing the pavement and curb and gutter, given the extent of excavation required and the current roadway condition.

HR Green, Inc., has submitted a professional services agreement to provide the necessary engineering services for this project, including design, construction documentation, and oversight.

Discussion: The agreement with HR Green, Inc., for an amount not to exceed \$104,200, reflects their expertise in sanitary sewer improvements and their ability to deliver engineering services. The proposed work will ensure the successful completion of this essential project.

By addressing the deteriorated condition of the sewer, the city will prevent potential service interruptions and improve overall system performance. Replacing the roadway and curb and gutter as part of this project will further enhance the area's infrastructure, providing long-term benefits to the community.

This project aligns with the City's commitment to maintaining and upgrading critical infrastructure, ensuring efficient service delivery for residents and businesses.

Budget Impact: The funding for this agreement is included in the current fiscal year's Capital Improvement Plan and will be sourced from sanitary sewer funds (Fund 710). The allocated budget covers all required professional services to advance this project to completion.

Recommendation: Staff respectfully recommends that the City Council approve the resolution authorizing the agreement with HR Green, Inc., for the South C Street Sanitary Sewer Improvements

Project. Approval of this agreement is a vital step in addressing existing infrastructure challenges and ensuring the continued reliability of the city's sanitary sewer system.

- Attachments:**
1. ltr-112024-Scope Fee Transmittal_South_C_St.
 2. agt-112024-Indianola_South_C_St._Sewer
 3. Map South C St. Sewer Replacement
 4. Resolution South C St HRGreen



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

November 25, 2024

Mr. Akhilesh Pal, P.E.
City of Indianola
P.O. Box 299
Indianola, IA 50125

Re: South C St. Sanitary Sewer Improvements
Scope and Fee

Dear Akhilesh:

Enclosed please find an electronic copy of our proposal for the South C Street Sanitary Sewer Improvements. The project includes replacement of a section of sanitary sewer that is in deteriorated condition. Due to the excavation necessary to replace the sewer and condition of the roadway, full replacement of pavement and curb and gutter is also planned between Manhole 648 and 728.

The overall fee for professional services for the proposed project is \$104,200. The project represents approximately 643 hours and a total labor fee of \$95,200 with expenses & subconsultant fees at \$9,000. The engineering fee is approximately broken down as follows:

Design Phase.....	\$49,000
Subconsultants (Geotechnical)	\$5,000
Bidding Phase.....	\$3,000
Construction Administration.....	\$11,900
Construction Resident Observation.....	\$35,300
Total Professional Fee.....	\$104,200

If you find the agreement acceptable, please sign and date the agreement, retain one for your files and return one to us. Once we receive the signed agreement, we will proceed with our services in a timely manner to meet your requirements.

If you have questions or need additional information, please do not hesitate to contact me. We are immediately available to start work on this important project.

Sincerely,
HR Green, Inc.

Joseph Frankl, P.E.
Project Manager

Enclosures

cc: Jared Keenan, WRRF Superintendent
Mike Roth, HR Green

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PROFESSIONAL SERVICES AGREEMENT

For

South C Street Sanitary Sewer Improvements

Akhilesh Pal, Public Works Director
City of Indianola
111 South Buxton Street
Indianola, Iowa 50125
515-962-5292

Joe Frankl, Project Manager
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131
Project No. 2202555

November 20, 2024

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THIS **AGREEMENT** is between CITY OF INDIANOLA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT would like to replace a section of 8" gravity sewer along South C. Street in Indianola, Iowa due to deterioration. Project will include replacement of one (1) sanitary manhole, service line reconnections, and curb to curb replacement of the overlying street where sewer replacement will occur, including sidewalk and driveway apron replacement, as necessary.

COMPANY will provide preliminary and final design, bidding, and construction services for the South C Street Sanitary Sewer Improvements project for the CLIENT.

1.2 Design Criteria/Assumptions

Project will follow the SUDAS (2024 Edition) Design and Specifications manuals including City of Indianola SUDAS Supplemental Specification. Project will also follow the Iowa Department of Natural Resources Wastewater Facilities Design Standards.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1 – Preliminary and General Work

- I.1. Attend a kickoff meeting with the CLIENT to review the project scope and schedule.
- I.2. Provide project management throughout all phases of the project.
- I.3. Provide quality assurance and quality control services throughout all phases of the project.

Task 2 – Design Phase

- II.1. Provide the detailed design of the project to include:
 - Approximately 376 linear feet of 8-inch gravity sewer, replacement of one manhole & connection to one existing manhole, service line reconnections and
 - Associated surface and street restoration. Sidewalk to be replaced only as needed where sewer laterals require panel replacement unless agreed upon with CLIENT.
- II.2. Provide survey services for the Design Phase to include:
 - Topographical survey of the project area, and
 - Topographical survey of residential area along proposed alignment.
 - Utility survey of the project area.

- Multiple round-trips from the COMPANY's office to the site shall be budgeted for survey services.
- II.3. Provide geotechnical services through a subcontract for the Design Phase to include the following:
- Geotechnical testing along the sewer replacement.
 - Geotechnical report summarizing the findings and recommendations for design and construction.
- II.4. Prepare construction drawings, anticipated as sixteen (16) sheets to include the following:
- Cover Sheet with Vicinity Map and Index
 - Legends, Symbols and General Notes
 - Typical Sections
 - Quantities (2-sheets)
 - Street Plan and Profile
 - Reference Ties, Benchmarks, and Horizontal Control
 - Traffic Control and Staging (3-sheets)
 - Geometrics/Staking/Joining Plan
 - Storm & Sanitary Sewer Plan and Profile (2-sheets)
 - Sidewalk Plan and Tabulation
 - Cross Sections (2-sheets)
- II.5. Prepare construction specifications and contract documents. The COMPANY shall use the Iowa Statewide Urban Design and Specifications (SUDAS), 2024 Edition, as the primary construction specifications. The COMPANY shall provide supplemental technical specifications for items not covered by SUDAS.
- II.6. Conduct project status conference call meeting between CLIENT and COMPANY staff to review the completed work and documents, discuss content and schedule of the remaining work, and receive comments, approvals, or redirection of these efforts. Project status meetings at 50% and 90% completion are proposed. Two remote meetings are budgeted.
- II.7. Prepare an opinion of probable cost for the project at the 50% and 90% complete milestone. Provide a final opinion of probable cost for the project to file with the completed documents.
- II.8. Perform QA/QC review of drawings, specifications, and contract documents.
- II.9. Furnish copies of the final drawings, specifications, and contract documents to CLIENT.
- II.10. Submit final drawings, specifications, contract documents, and applications for construction permit to the Iowa Department of Natural Resources. CLIENT to pay fee for construction permit.

Task 3 – Bidding Phase

- III.1. Furnish the required number of drawings, specifications, and contract documents for bidding distribution to prospective contractors for the project. Anticipated to be 10 sets of documents.
- III.2. Correspond with prospective contractors, suppliers, and other interested parties with questions and comments during the bid period.
- III.3. Issue addenda as appropriate to interpret, clarify, or expand proposal documents.
- III.4. Assist CLIENT in evaluating bids and awarding a construction contract.
- III.5. Prepare construction contract documents and submit to contractor for completion.
- III.6. Review and submit the executed contract documents to CLIENT for approval.

Task 4 – Construction Phase

- IV.1. Conduct a preconstruction conference with representatives of CLIENT, contractor, subcontractors, engineer, and other public and private utility companies, and distribute minutes of the meeting to all attendees.
- IV.2. Review any necessary shop drawings, samples, and manufacturer's data furnished by contractor.
- IV.3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration, estimated as 3-month construction duration. Act as CLIENT'S representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor, however, the engineer cannot guarantee the performance of any contractor.
- IV.4. Provide project representative for on-site resident observation of the work of the contractor to assure proper verification of methods and materials used. Company will provide up to 240 hours of resident observation time for this work.
- IV.5. Review contractor's applications for monthly progress payments and final payment, and when approved submit to CLIENT for payment.
- IV.6. Prepare the necessary contract change orders for approval of CLIENT.
- IV.7. Make a final inspection of the project to verify completion of punch list items.
- IV.8. Submit to CLIENT a statement of substantial completion for the project.



- IV.9. Prepare record drawings based on construction records provided by contractor.
Provide to CLIENT reproducible hard copy record drawings.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed.....	December 2, 2024
Topographic Survey.....	January 2025 (weather pending)
50% Plans and Specifications.....	April 2025
Final Plans and Specifications.....	October 2025
Bid Opening.....	January 2026
Substantial Completion.....	May-June 2026
Final Completion.....	June-July 2026

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Full scale replacement of utilities beyond sanitary sewer such as potable water, fiber optic, storm sewer, etc.
- Attending the bid opening and reading bids.
- Additional engineering services related to rebidding or bid protests.
- Preparing design documents for more than one construction contract.
- Land acquisition services. It is assumed that Right-of-Way will provide sufficient working area for the construction of this project.
- Wetland, flood plain or storm water investigations
- Additional or extended services during construction made necessary by:
 - Significant amount of defective or neglected work by any Contractor.
 - Acceleration of the progress schedule involving service beyond normal working hours.
 - Default by any Contractor.
 - Failure of the Contractor to complete the work within the construction contract time.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.



5.0 Services by Others

The following services will be completed by subconsultant:

- Geotechnical testing, investigation and report

6.0 Client Responsibilities

- Make existing sanitary sewer drawings, data, record, condition assessment, history available as needed.
- Provide prompt review of drawings, specifications, technical memos, etc.
- Provide legal review of information needed for the project.
- Post/publish Notice to Bidders for the project as required by Iowa Code.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$104,200.00.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed



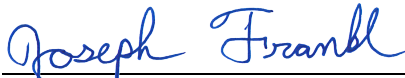
under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Joseph P. Frankl

Approved by: 

Printed/Typed Name: Michael J. Roth

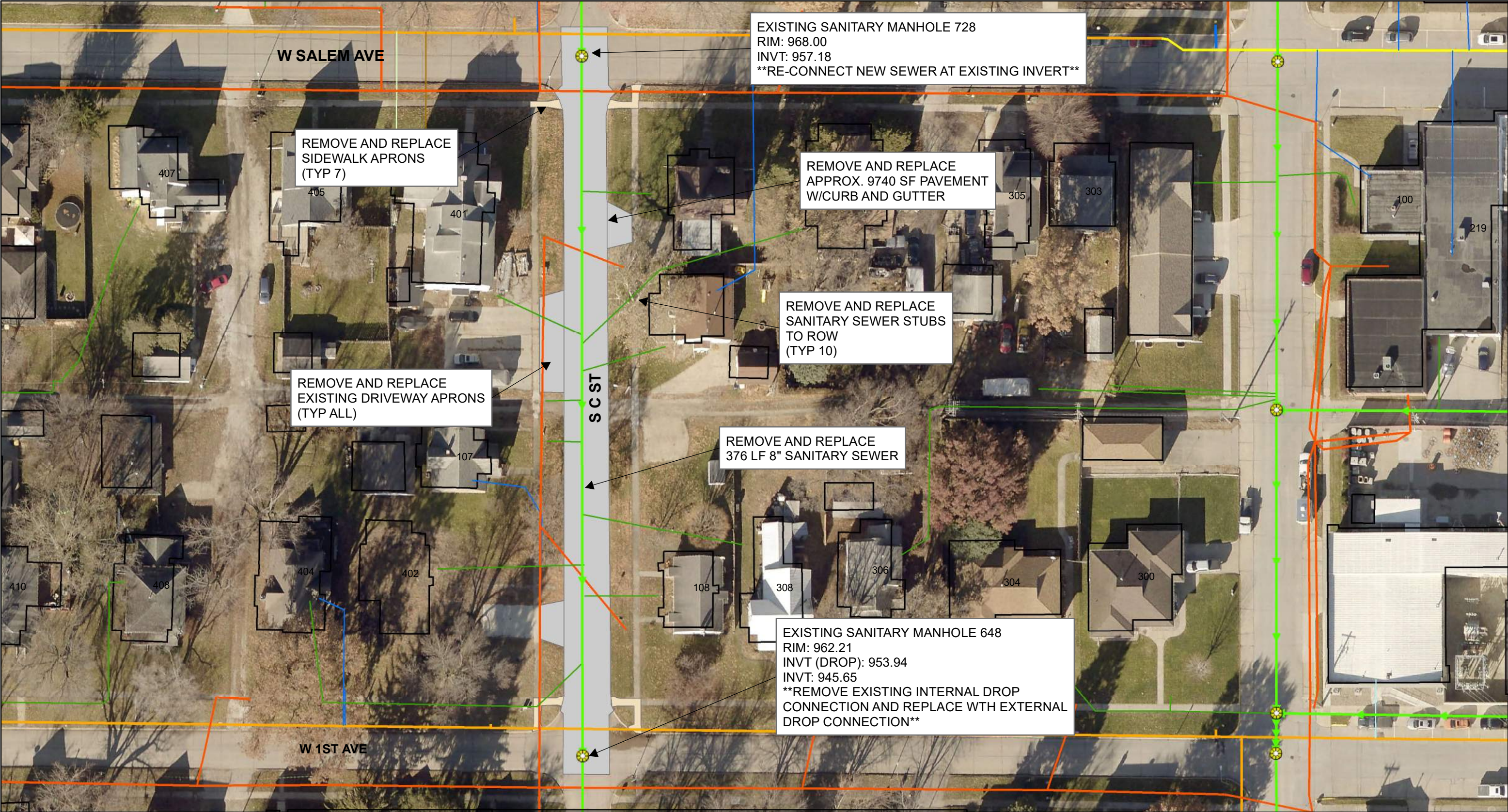
Title: Vice President Date: 11/25/24

CITY OF INDIANOLA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



EXISTING SANITARY MANHOLE 728
RIM: 968.00
INVT: 957.18
RE-CONNECT NEW SEWER AT EXISTING INVERT

REMOVE AND REPLACE
APPROX. 9740 SF PAVEMENT
W/CURB AND GUTTER

REMOVE AND REPLACE
SANITARY SEWER STUBS
TO ROW
(TYP 10)

REMOVE AND REPLACE
376 LF 8" SANITARY SEWER

EXISTING SANITARY MANHOLE 648
RIM: 962.21
INVT (DROP): 953.94
INVT: 945.65
**REMOVE EXISTING INTERNAL DROP
CONNECTION AND REPLACE WTH EXTERNAL
DROP CONNECTION**

REMOVE AND REPLACE
SIDEWALK APRONS
(TYP 7)

REMOVE AND REPLACE
EXISTING DRIVEWAY APRONS
(TYP ALL)

**South C Street
Sanitary Sewer Replacement**

*Indianola
Iowa*

Legend

	Manholes		Fiber ROW Duct Bank		4"		12"		1 1/2"
	Gravity Mains		Other		6"		16"		2"
	Lateral Lines		2"		8"		20"		3"
	Pavement Replacement		3"		10"		Other		4"
	Sidewalk Replacement		1"		3/4"		6"		8"

0 25 50
Feet
1 inch = 50 feet

CITY OF INDIANOLA
RESOLUTION NO. 2024-

**RESOLUTION APPROVING AN AGREEMENT WITH HR GREEN, INC., FOR THE
SOUTH C STREET SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Indianola recognizes the need for sanitary sewer improvements along South C Street to replace a deteriorated section of sewer and address associated infrastructure deficiencies; and

WHEREAS, HR Green, Inc., has submitted a proposal to provide professional engineering services necessary for the design and completion of the South C Street Sanitary Sewer Improvements Project; and

WHEREAS, the agreement is consistent with the funding allocated in the current fiscal year's Capital Improvement Plan from the Capital Projects funding for Water Resource Recovery Dept. (Fund 710).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the agreement with HR Green, Inc., in an amount not to exceed \$104,200, is hereby approved, and the Mayor, or Mayor Pro Tem, is authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: Resolution authorizing an agreement with HR Green for the Iowa Avenue Sanitary Sewer Improvement Project.

Introduction: The purpose of this memorandum is to request City Council approval for a professional services agreement with HR Green, Inc. for the Iowa Avenue Sanitary Sewer Improvements Project. This agreement, for an amount not to exceed \$182,100, will provide essential engineering services to address critical sanitary sewer infrastructure needs.

Background: The Iowa Avenue Sanitary Sewer Improvements Project addresses a segment of deteriorated clay pipe sewer that cannot be rehabilitated through traditional lining methods. The existing infrastructure, located west of E Street, includes a sanitary sewer main that currently runs under private property at 716 W. Iowa Avenue. This alignment poses risks and liability concerns, which will be mitigated by abandoning and filling the sewer under the property and rerouting the line.

To meet Iowa Department of Natural Resources (DNR) design standards, the project will include the installation of a new manhole along Iowa Avenue to ensure proper spacing. Additionally, two sanitary manholes will be replaced, and three new manholes will be added to improve system accessibility. Gravity sewer along Iowa Avenue will be replaced, and new gravity sewer installed between two properties. Service lines will be reconnected, and the overlying street will be replaced curb to curb, with necessary sidewalk and driveway apron repairs to restore the area.

These improvements are necessary to ensure compliance with regulatory standards, address the deteriorated condition of the clay pipe, and eliminate the presence of infrastructure under private property.

Discussion: HR Green, Inc. has provided a proposal to deliver professional engineering services, including design, specifications, and construction-phase support. The agreement has been carefully reviewed to confirm that the scope and associated costs align with project requirements and City priorities.

The improvements will eliminate potential liability associated with the current alignment under private property, reduce the risk of future failures, and improve access for maintenance. These updates are integral to maintaining a reliable and efficient sanitary sewer system.

Budget Impact: The project is included in the current fiscal year's Capital Improvement Plan and will be funded through sanitary sewer funds (Fund 710). The agreement's cost, not to exceed \$182,100, is within the allocated budget and represents a necessary investment in critical infrastructure.

Recommendation: Staff recommends that the City Council approve the resolution authorizing the agreement with HR Green, Inc. for professional services associated with the Iowa Avenue Sanitary Sewer Improvements Project. This agreement represents a strategic step forward in addressing infrastructure challenges while ensuring public health and regulatory compliance.

Attachments:

1. ltr-112024-Scope Fee Transmittal_Iowa_Ave.
2. agt-112024-Indianola_Iowa_Ave_Sewer
3. Map Iowa Ave. Sewer Replacement
4. Resolution Iowa Ave HRGreen



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

▷ HRGREEN.COM

November 25, 2024

Mr. Akhilesh Pal, P.E.
City of Indianola
P.O. Box 299
Indianola, IA 50125

Re: Iowa Ave. Sanitary Sewer Improvements
Scope and Fee

Dear Akhilesh:

Enclosed please find an electronic copy of our proposal for the Iowa Ave. Sanitary Sewer Improvements. The project includes abandoning and filling a section of sanitary sewer that travels under property 716 W. Iowa Ave. and installing a new manhole along Iowa Ave. to align with required manhole spacing per the Iowa DNR design standards. Project will also include: replacement of two sanitary manholes; addition of three sanitary manholes; replacement of gravity sewer along Iowa Ave.; new gravity sewer between two houses; service line reconnections; and curb to curb replacement of the overlying street where sewer replacement will occur, including sidewalk and driveway apron replacement as necessary.

The overall fee for professional services for the proposed project is \$182,100. The project represents approximately 1,038 hours and a total labor fee of \$156,000 with expenses & subconsultant fees at \$26,100. The engineering fee is approximately broken down as follows:

Design Phase.....	\$85,700
Subconsultants (Geotechnical & Land Acquisition).....	\$15,300
Bidding Phase.....	\$3,000
Construction Administration.....	\$18,500
Construction Resident Observation.....	\$59,600
Total Professional Fee.....	\$182,100

If you find the agreement acceptable, please sign and date the agreement, retain one for your files and return one to us. Once we receive the signed agreement, we will proceed with our services in a timely manner to meet your requirements.

If you have questions or need additional information, please do not hesitate to contact me. We are immediately available to start work on this important project.

Sincerely,
HR Green, Inc.

Joseph Frankl, P.E.
Project Manager

Enclosures

cc: Jared Keenan, WRRF Superintendent
Mike Roth, HR Green
J:\2024\2403910\Admin\Contract\Client\tr-112024-Scope Fee Transmittal_Iowa_Ave..docx



PROFESSIONAL SERVICES AGREEMENT

For

Iowa Ave. Sanitary Sewer Improvements

Akhilesh Pal, Public Works Director
City of Indianola
111 South Buxton Street
Indianola, Iowa 50125
515-962-5292

Joe Frankl, Project Manager
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131
Project No. 2202555

November 20, 2024

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THIS **AGREEMENT** is between CITY OF INDIANOLA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT would like to abandon and fill the sanitary sewer that travels under property 716 W. Iowa Ave. and install a new manhole along Iowa Ave. to break up the long stretch of sewer between manholes. Project will include replacement of two (2) sanitary manholes, addition of three (3) sanitary manholes, replacement of gravity sewer along Iowa Ave., new gravity sewer between two houses, service line reconnections, and curb to curb replacement of the overlying street where sewer replacement will occur, including sidewalk and driveway apron replacement as necessary.

COMPANY will provide preliminary and final design, bidding, and construction services for the Iowa Ave. Sanitary Sewer Improvements project for the CLIENT.

1.2 Design Criteria/Assumptions

Project will follow the SUDAS (2024 Edition) Design and Specifications manuals including City of Indianola SUDAS Supplemental Specification. Project will also follow the Iowa Department of Natural Resources Wastewater Facilities Design Standards.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1 – Preliminary and General Work

- I.1. Attend a kickoff meeting with the CLIENT to review the project scope and schedule.
- I.2. Provide project management throughout all phases of the project.
- I.3. Provide quality assurance and quality control services throughout all phases of the project.

Task 2 – Design Phase

- II.1. Provide the detailed design of the project to include:
 - Approximately 975 linear feet of 8-inch gravity sewer, replacement of connecting manholes, new manholes, service line reconnections and
 - Associated surface and street restoration. Sidewalk to be replaced only as needed where sewer laterals require panel replacement unless agreed upon with CLIENT.
- II.2. Provide survey services for the Design Phase to include:
 - Topographical survey of the project area, and

- Topographical survey of residential area along proposed alignment.
 - Utility survey of the project area.
 - Multiple round-trips from the COMPANY's office to the site shall be budgeted for survey services.
- II.3. Provide land acquisition services through a subcontract for the Design Phase to include the following:
- Services and negotiations regarding permanent and temporary easements for 2 parcels along proposed sewer alignment between houses.
 - Compensation estimate for determining the easement value.
 - Coordination and management of the easement acquisition process.
- II.4. Provide geotechnical services through a subcontract for the Design Phase to include the following:
- Geotechnical testing along the sewer replacement.
 - Geotechnical report summarizing the findings and recommendations for design and construction.
- II.5. Prepare construction drawings, anticipated as fifteen (25) sheets to include the following:
- Cover Sheet with Vicinity Map and Index
 - Legends, Symbols and General Notes
 - Typical Sections
 - Quantities (2-sheets)
 - Street Plan and Profile (3-sheets)
 - Reference Ties, Benchmarks, and Horizontal Control
 - Traffic Control and Staging (3-sheets)
 - Geometrics/Staking/Jointing Plan (2-sheets)
 - Storm & Sanitary Sewer Plan and Profile (5-sheets)
 - Sidewalk Plan and Tabulation (2-sheets)
 - Cross Sections (4-sheets)
- II.6. Prepare construction specifications and contract documents. The COMPANY shall use the Iowa Statewide Urban Design and Specifications (SUDAS), 2024 Edition, as the primary construction specifications. The COMPANY shall provide supplemental technical specifications for items not covered by SUDAS.
- II.7. Conduct project status conference call meeting between CLIENT and COMPANY staff to review the completed work and documents, discuss content and schedule of the remaining work, and receive comments, approvals, or redirection of these efforts. Project status meetings at 50% and 90% completion are proposed. Two remote meetings are budgeted.
- II.8. Prepare an opinion of probable cost for the project at the 50% and 90% complete milestone. Provide a final opinion of probable cost for the project to file with the completed documents.
- II.9. Perform QA/QC review of drawings, specifications, and contract documents.

- II.10. Furnish copies of the final drawings, specifications, and contract documents to CLIENT.
- II.11. Submit final drawings, specifications, contract documents, and applications for construction permit to the Iowa Department of Natural Resources. CLIENT to pay fee for construction permit.

Task 3 – Bidding Phase

- III.1. Furnish the required number of drawings, specifications, and contract documents for bidding distribution to prospective contractors for the project. Anticipated to be 10 sets of documents.
- III.2. Correspond with prospective contractors, suppliers, and other interested parties with questions and comments during the bid period.
- III.3. Issue addenda as appropriate to interpret, clarify, or expand proposal documents.
- III.4. Assist CLIENT in evaluating bids and awarding a construction contract.
- III.5. Prepare construction contract documents and submit to contractor for completion.
- III.6. Review and submit the executed contract documents to CLIENT for approval.

Task 4 – Construction Phase

- IV.1. Conduct a preconstruction conference with representatives of CLIENT, contractor, subcontractors, engineer, and other public and private utility companies, and distribute minutes of the meeting to all attendees.
- IV.2. Review any necessary shop drawings, samples, and manufacturer's data furnished by contractor.
- IV.3. Provide general correspondence with CLIENT, contractor, subcontractors, and suppliers throughout the project duration, estimated as 4-month construction duration. Act as CLIENT'S representative, consult with and advise CLIENT, issue instructions to contractor, and have the authority to act on behalf of CLIENT. Interpret the intent of the drawings, specifications, and contract documents to protect CLIENT against defects and deficiencies in construction on the part of contractor, however, the engineer cannot guarantee the performance of any contractor.
- IV.4. Provide project representative for on-site resident observation of the work of the contractor to assure proper verification of methods and materials used. Company will provide up to 400 hours of resident observation time for this work.

- IV.5. Review contractor's applications for monthly progress payments and final payment, and when approved submit to CLIENT for payment.
- IV.6. Prepare the necessary contract change orders for approval of CLIENT.
- IV.7. Make a final inspection of the project to verify completion of punch list items.
- IV.8. Submit to CLIENT a statement of substantial completion for the project.
- IV.9. Prepare record drawings based on construction records provided by contractor. Provide to CLIENT reproducible hard copy record drawings.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed.....	December 2, 2024
Topographic Survey.....	January 2025 (weather pending)
50% Plans and Specifications.....	April 2025
Final Plans and Specifications.....	October 2025
Bid Opening.....	January 2027
Substantial Completion.....	July 2027
Final Completion.....	September 2027

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Full scale replacement of utilities beyond sanitary sewer such as potable water, fiber optic, storm sewer, etc.
- Attending the bid opening and reading bids.
- Additional engineering services related to rebidding or bid protests.
- Preparing design documents for more than one construction contract.
- Property survey and land acquisition services for more than 2 parcels.
- Complicated acquisition that would require full appraisal or eminent domain services.
- Wetland, flood plain or storm water investigations.
- Additional or extended services during construction made necessary by:
 - Significant amount of defective or neglected work by any Contractor.
 - Acceleration of the progress schedule involving service beyond normal working hours.
 - Default by any Contractor.

- Failure of the Contractor to complete the work within the construction contract time.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

The following services will be completed by subconsultant:

Land acquisition services
Geotechnical testing, investigation and report

6.0 Client Responsibilities

- Make existing sanitary sewer drawings, data, record, condition assessment, history available as needed.
- Provide prompt review of drawings, specifications, technical memos, etc.
- Provide legal review of information needed for the project.
- Post/publish Notice to Bidders for the project as required by Iowa Code.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.



7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$182,100.00.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed



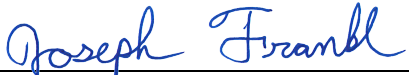
under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Joseph P. Frankl

Approved by: 

Printed/Typed Name: Michael J. Roth

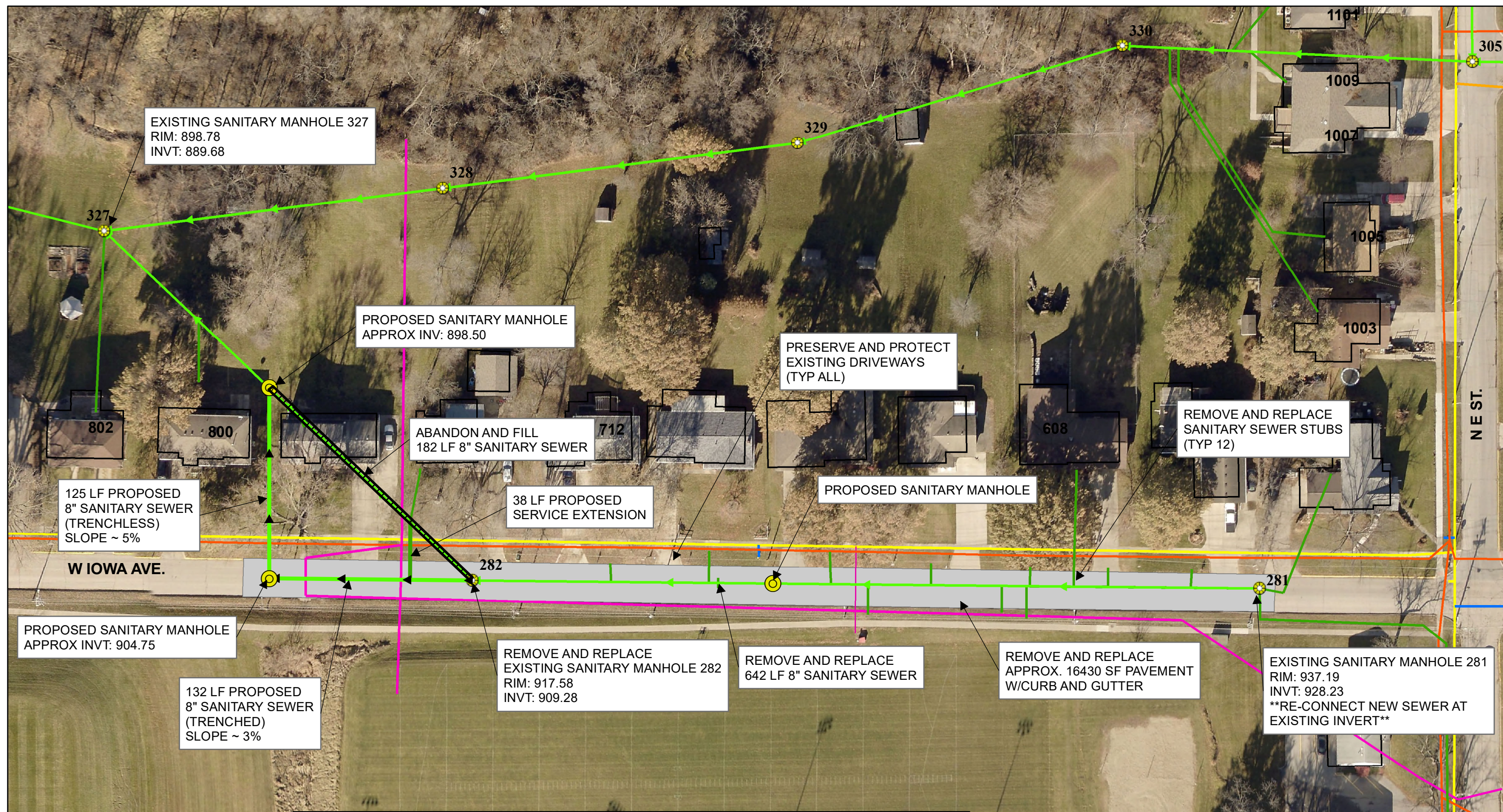
Title: Vice President Date: 11/25/24

CITY OF INDIANOLA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

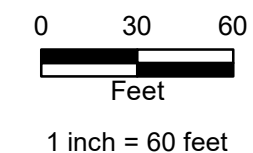


Iowa Avenue Sanitary Sewer Replacement

Indianola
Iowa

Legend

	Proposed Sanitary Manhole		Lateral Lines		2"		8"		3/4"
	Proposed Gravity Main		Storm Sewer		3"		10"		1 1/2"
	Proposed Service Line		Fiber ROW Duct Bank		4"		12"		2"
	Pavement Replacement		Other		6"		16"		3"
	Manholes				20"		4"		6"
	Gravity Mains				1"		8"		



City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION AUTHORIZING AN AGREEMENT WITH HR GREEN, INC. FOR THE
IOWA AVENUE SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Indianola, Iowa recognizes the need to replace and improve a deteriorated section of sanitary sewer infrastructure on Iowa Avenue; and

WHEREAS, HR Green, Inc. has provided a professional services agreement for engineering services to design and oversee these improvements, at a cost not to exceed \$182,100; and

WHEREAS, funding for this project is included in the current fiscal year's Capital Improvement Plan and will be sourced from sanitary sewer funds (Fund 710).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Indianola, Iowa, that the agreement with HR Green, Inc. for professional services related to the Iowa Avenue Sanitary Sewer Improvements Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, or Mayor Pro Tem, is authorized to execute said agreement on behalf of the City.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: Resolution approving an agreement with Snyder and Associates for the 14th Street Watershed Study Project.

Introduction: This memorandum seeks City Council approval of a professional services agreement with Snyder and Associates, Inc., for the 14th Street Watershed Study Project. This project is an initiative to address persistent stormwater issues and ensure our city's infrastructure adequately serves its residents. The proposed agreement is for an amount not to exceed \$48,000.

Background: The city has received ongoing complaints about flooding during rainfall events in the area between 12th Street and 15th Street, south of Iowa Avenue. Investigations have identified that the stormwater pipes west of North 15th Street at East Euclid Avenue are undersized, and the broader stormwater system in this region may require upgrades to mitigate recurring issues.

The study area encompasses the watershed bounded by 12th and 15th Streets on the west and east, East Girard Street to the north, and Short Creek to the south. The project will evaluate the adequacy of the current stormwater collection system and propose solutions to reduce street flooding and overland flow concerns.

Discussion: Snyder and Associates, Inc., has provided a professional services agreement for an amount not to exceed \$48,000. Their expertise will support the following scope of work: Hydrologic and hydraulic analysis of the watershed; Assessment of the current stormwater infrastructure; and Identification of necessary improvements to mitigate recurring street flooding and overland flow issues.

This comprehensive evaluation will provide actionable recommendations to improve the area's stormwater management system, ensuring that the proposed solutions are sustainable, cost-effective, and aligned with the community's needs.

Budget Impact: Funding for this agreement is included in the FY2024 Capital Improvement Plan and will be sourced from stormwater utility funds (Fund 670). The allocated budget supports all necessary services to complete this essential project.

Recommendation: Staff respectfully recommends that the City Council approve the resolution authorizing the agreement with Snyder and Associates, Inc., for the 14th Street Watershed Study Project. Approval of this agreement is a significant step toward addressing the ongoing flooding concerns in the community and ensuring the resilience of our stormwater infrastructure.

Attachments: 1. SuppAgmt38_2024-11-25_14thStreetWatershedStudy

2. Exhibit B - Map
3. Resolution 14th Street Watershed Study

Project No.:

Supplemental Agreement No. 38
A Supplement to the
City of Indianola, IA & Snyder & Associates, Inc.
PROFESSIONAL Services Agreement

Snyder & Associates, Inc. (Service Provider) agrees to provide to City of Indianola (City) the PROFESSIONAL services described below for the Project identified below. The PROFESSIONAL services shall be performed in accordance with and shall be subject to the terms and conditions of the "PROFESSIONAL Services Agreement" executed by and between City and Service Provider on the 17th day of October, 2016.

PROJECT NAME:

14th Street Watershed Study

PROJECT DESCRIPTION:

The PROJECT will consist of a hydrologic and hydraulic analysis of the watershed approximately bounded between 12th and 15th Streets on the west and east, E. Girard Street to the north, and Short Creek to the south. The purpose of this work is to determine the adequacy of the existing storm collection system and identify potential improvement to mitigate recurring street flooding and overland flow issues.

SCOPE OF WORK:

Refer to attached Exhibit "A" for a detailed scope.

SCHEDULE:

Snyder & Associates, Inc. is prepared to begin work on these services upon completion of an executed agreement with an anticipated conceptual design and cost estimate completed by March 28, 2025.

COMPENSATION:

Snyder & Associates, Inc. will provide the above services at the standard hourly rate found in Exhibit C, not to exceed \$48,000.

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

CITY OF INDIANOLA

By:

(Authorized signature)

(Title)

Date:

SNYDER & ASSOCIATES, INC.

By:



(Authorized signature)

Digitally signed by David N.
Moeller, P.E.
Date: 2024.12.05 16:29:16-06'00'

President
(Title)

Date:

11/25/2024

**EXHIBIT A – SCOPE OF SERVICES
14th STREET WATERSHED STUDY
INDIANOLA, IA**

Snyder & Associates, Inc. will complete a hydrologic and hydraulic analysis of the watershed approximately bounded between 12th and 15th Streets on the west and east, E. Girard Street to the north, and Short Creek to the south (refer to the Study Area shown in attached Exhibit B). Tasks to be performed will include the following.

1. Storm Sewer Capacity Analysis:
 - a. Utilizing the City’s existing GIS data, the PROFESSIONAL will develop a 2-dimensional hydrologic and hydraulic model of the existing storm collection and conveyance system utilizing Innovyze ICM software.
 - b. A land use shapefile will be developed identifying impervious surfaces, structures, vegetative cover, and soil data for the Study Area.
 - c. Hydrologic analysis will be completed according to SCS methodology and utilize Atlas-14 rainfall data as described in the 2024 edition of the SUDAS Design Manual. The NRCS MSE rainfall distributions will be utilized.
 - d. Hydraulic modeling of the collection and conveyance system within the study area will be completed for the 2-year, 5-year, and 10-year rainfall events.
2. Overland Flow Analysis: Complete a 2-D Rain-on-Grid analysis to review overland flow between homes and potential overflow and structure flooding issues for the 100-year storm event.
3. Initial Review:
 - a. Upon completion of the initial modeling, the PROFESSIONAL will review the results with the CLIENT.
 - b. Design criteria and targets for the concept design phase will be reviewed and established with the CLIENT. For example, the conceptual design may seek to prevent structure flooding for the 100-year event and maintain flows within the ROW for the 10-year event.
4. Conceptual Design:
 - a. The PROFESSIONAL will develop a conceptual design, including new storm sewer, culverts, and potential grading revisions that strive to satisfy the design criteria.
 - b. An order of magnitude cost opinion will be developed for the conceptual design.
 - c. Note: Stormwater detention and green infrastructure improvements are not included as part of the conceptual flood improvements.

LUMP SUM FEE FOR SERVICE..... \$48,000

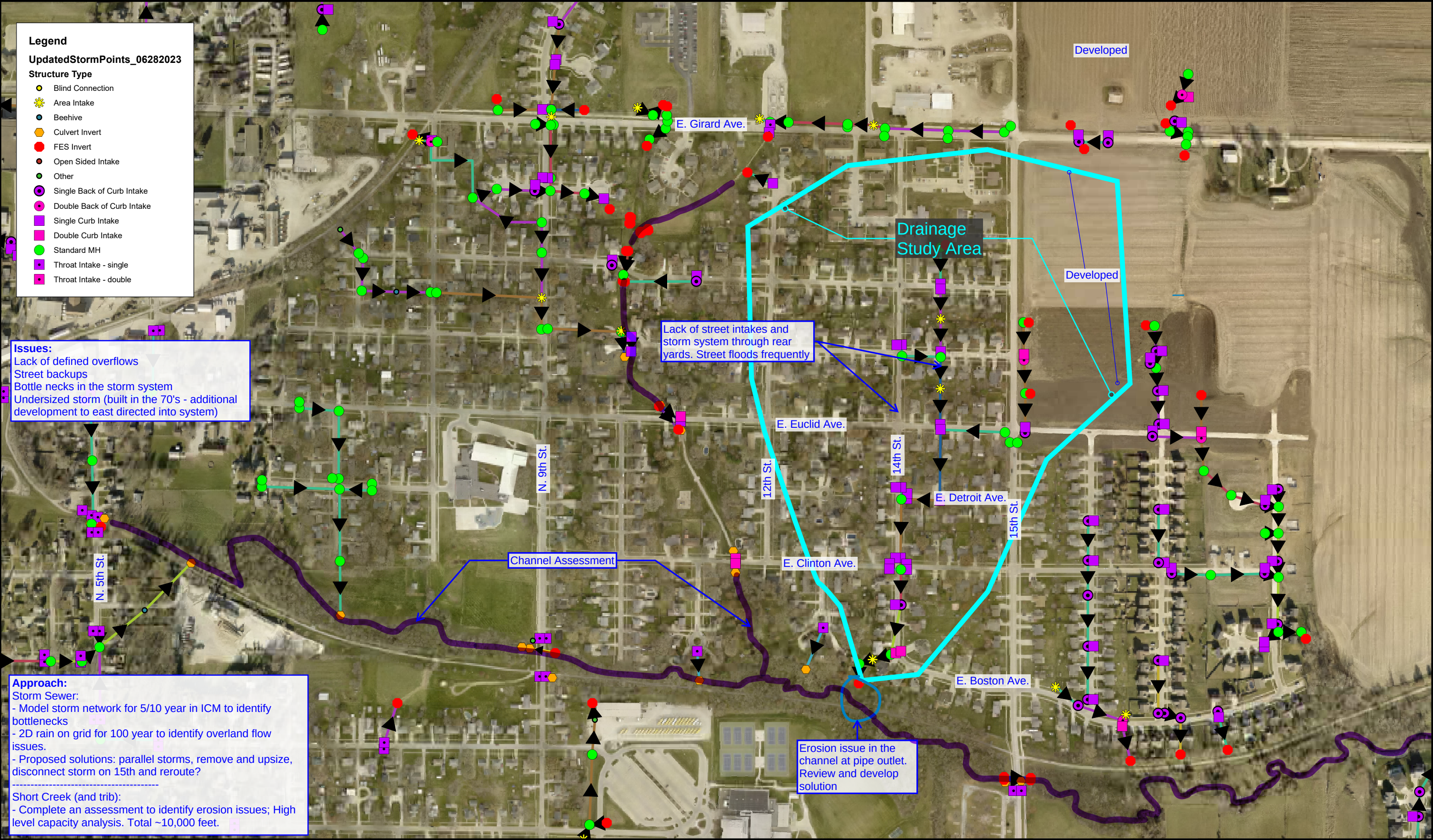


EXHIBIT C

STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

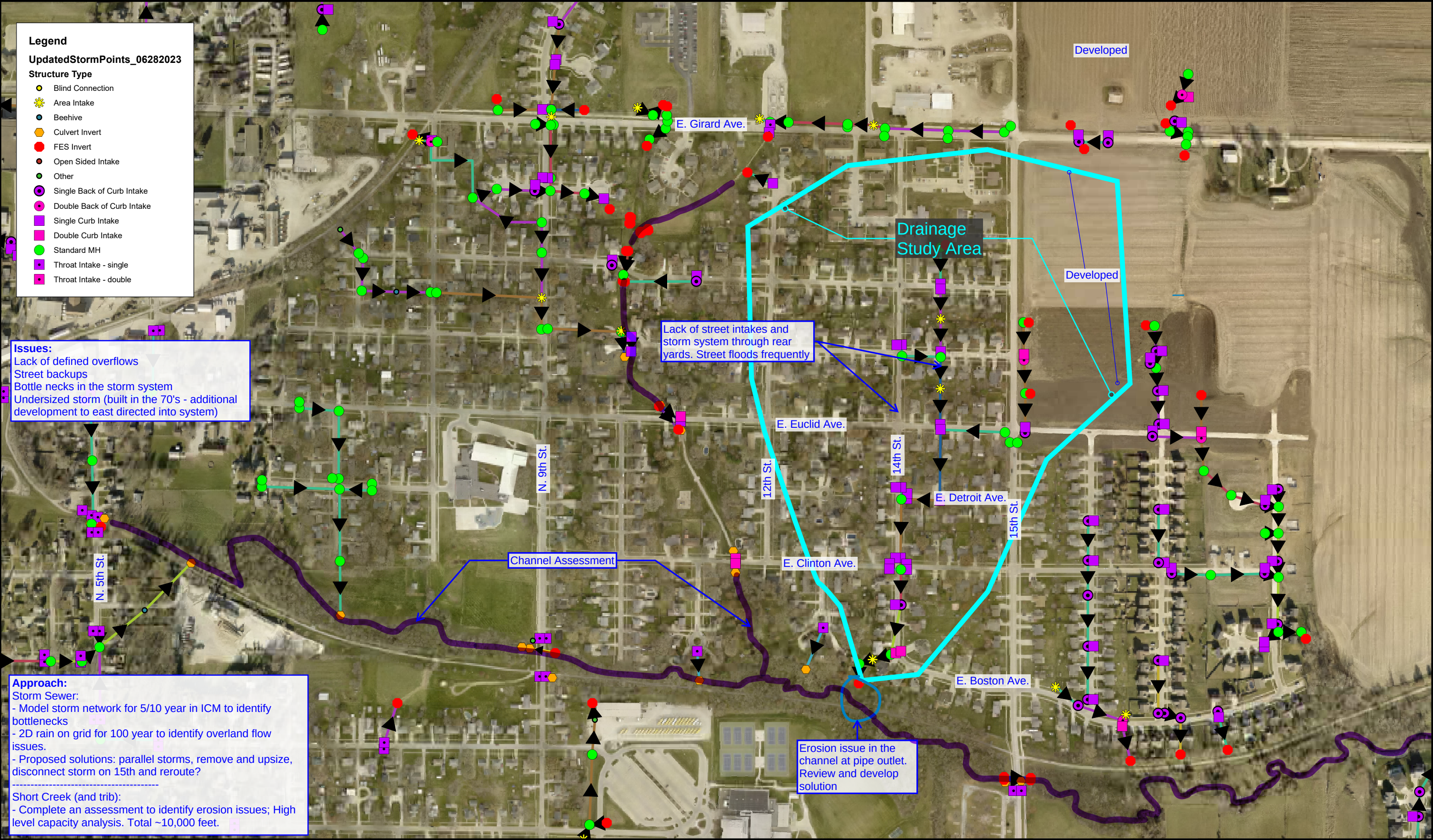
Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced



City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING THE AGREEMENT WITH SNYDER AND ASSOCIATES, INC.,
FOR THE 14TH STREET WATERSHED STUDY PROJECT**

WHEREAS, the City of Indianola recognizes the need for stormwater improvements in the 14th Street Watershed area to address recurring flooding and infrastructure deficiencies; and

WHEREAS, Snyder and Associates, Inc., has submitted a proposal for professional engineering services to evaluate the watershed and develop recommendations to mitigate these issues; and

WHEREAS, the agreement aligns with the funding allocated in the current fiscal year Capital Improvement Plan from stormwater utility funds (Fund 670).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the agreement with Snyder and Associates, Inc., in an amount not to exceed \$48,000, is hereby approved, and the Mayor, or Mayor Pro Tem, is authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: December 19, 2024

Subject: Resolution approving Final Payment in the amount of \$16,897.11 to Absolute Concrete Construction, Inc., and Final Acceptance of the Downtown Square Reconstruction Project.

Introduction: The purpose of this memorandum is to request City Council approval for Payment Application No. 33 in the amount of \$16,897.11, authorization to release the retainage amount of \$421,001.62 after the 30-day statutory period, and final acceptance of the Downtown Square Reconstruction Project, completed by Absolute Concrete Construction Inc.

Background: The Downtown Square Reconstruction Project enhances both functionality and aesthetics to create a more vibrant and accessible downtown. Absolute Concrete Construction, under the oversight of our engineering partner Bolton & Menk, has diligently executed this project in alignment with the City's vision and the contract terms.

While substantial completion of the project occurred several months ago, the contractor has recently finalized all items identified in the inspection punch list. Bolton & Menk, alongside City staff, has verified that these items have been satisfactorily addressed. The project now fully complies with the agreed-upon specifications and contract documents.

Discussion: Bolton & Menk has conducted a thorough review of the work completed by Absolute Concrete Construction. They have confirmed that the construction meets all requirements outlined in the contract. As part of their review, they have also evaluated the final pay application to ensure it accurately reflects the work performed and aligns with the approved budget.

The final retainage amount of \$421,001.62 will be released following the 30-day statutory period, as stipulated in the contract documents. This period provides a safeguard for addressing any outstanding claims. Additionally, the warranty period will commence in accordance with the contractual terms, further ensuring the quality and longevity of the completed improvements.

Budget Impact: The amounts requested for approval are consistent with the approved project budget. Payment Application No. 33 in the amount of \$16,897.11 and the retainage release of \$421,001.62 represent the final disbursements for this project. There are no anticipated additional costs associated with this project.

Recommendation: Staff recommends that the City Council approve the following:

- Payment Application No. 33 in the amount of \$16,897.11.
- Release of the retainage amount of \$421,001.62 following the 30-day statutory period.

- Final acceptance of the Downtown Square Reconstruction Project.

This project completion marks a significant milestone for our community. The efforts of Absolute Concrete Construction and the oversight provided by Bolton & Menk have ensured a successful outcome. Approval of this request will allow us to close this project and commence the warranty period, ensuring the long-term success of these improvements.

- Attachments:**
1. Bolton Menk Memo
 2. City Square Reconstruction Pay App_33 Signed
 3. 034_City Square Reconstruction Pay App - Signed
 4. Indianola Substantial Completion signed
 5. Resolution Square Final Acceptance



MEMORANDUM

PROJECT:	CITY SQUARE RECONSTRUCTION	DATE:	12/10/2024	
TO:	AKHILESH PAL, P.E., PUBLIC WORKS DIRECTOR			
FROM:	JUSTIN NICKEL, P.E.	CLIENT:	CITY OF INDIANOLA, IOWA	
RE:	INDIANOLA CITY SQUARE RECONSTRUCTION – CONTRACT COMPLETE		PROJECT NO:	T62.121517

The contract for the above project has been completed by Absolute Group. Bolton & Menk recommends the project be accepted, and final retaining be released following the 30 day period established in the contract documents.

The warranty period shall commence in accordance with the contract documents.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: City Square Reconstruction
Contractor: Absolute Concrete Construction Inc.
Address: 1000 W. 6th AVE Slater, IA 50244
Original Contract Date: May 3, 2021
Project Completion Date: August 31, 2024

Date of Council Meeting: December 2, 2024
PAYMENT REQUEST # 33
PAYMENT PERIOD: From: September 1, 2024 Through: November 4, 2024

Contract Summary

Original Contract Amount:	\$	8,499,759.80	
Net change by Change Orders:	\$	(79,727.47)	
Revised Contract Amount: (line 1 ± 2)	\$	8,420,032.33	
Total completed and stored to date:	\$	8,420,032.33	
Retainage: 5.0 % of Completed Work:	\$	421,001.62	
Total Earned less Retainage:	\$	7,999,030.71	
Less previous applications for payment:	\$	7,982,133.60	
SUBTOTAL	\$		16,897.11
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		16,897.11
Balance to finish, including retainage:	\$	421,001.62	

Contract Time Remaining (If applicable) (83.00) CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete Construction Inc.
Firm Name
Signature:  Date: 11-22-24

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name
Signature:  Date: 12/6/24

City of Indianola Approval:
Signature: _____ Date: _____

Submit to: Akhilesh Pal, P.E. - Public Works Director
E-mail: apal@indianolaiowa.gov **Phone:** (515) 961-9415

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2021	\$ 214,430.91
2	August 16, 2021	\$ 574,177.32
3	September 20, 2021	\$ 456,589.95
4	October 18, 2021	\$ 454,785.29
5	November 15, 2021	\$ 282,664.45
6	December 20, 2021	\$ 140,251.48
7	January 17, 2022	\$ 247,336.01
8	February 21, 2022	\$ 34,667.78
9	April 18, 2022	\$ 185,743.74
10	May 3, 2022	\$ 314,841.97
11	June 20, 2022	\$ 498,453.57
12	July 18, 2022	\$ 482,097.52
13	August 15, 2022	\$ 502,727.03
14	September 19, 2022	\$ 583,693.50
15	October 17, 2022	\$ 419,750.14
16	November 21, 2022	\$ 251,033.56
17	December 19, 2022	\$ 22,800.95
18	April 17, 2023	\$ 427,565.64
19	May 15, 2023	\$ 194,925.48
20	June 29, 2023	\$ 346,377.58
21	July 17, 2023	\$ 46,558.26
22	August 21, 2023	\$ 111,275.31
23	September 18, 2023	\$ 221,225.77
24	October 16, 2023	\$ 297,132.90
25	November 20, 2023	\$ 143,840.64
26	December 18, 2023	\$ 160,771.60
27	January 15, 2024	\$ 23,894.54
28	February 19, 2024	\$ 11,708.75
29		\$ 81,481.26
30	July 15, 2024	\$ 91,148.99
31	August 19, 2024	\$ 53,125.96
32	September 16, 2024	\$ 105,055.75
33		
34		
35		

TOTAL \$ 7,982,133.60

Previous Applications for Payment

No.	Date	Amount
36		
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Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
3	September 20, 2021	\$ 21,645.00
4	October 18, 2021	\$ 26,973.00
5	April 18, 2022	\$ 30,501.14
6	May 16, 2022	\$ 14,852.00
7	July 18, 2022	\$ 19,387.26
8	August 15, 2022	\$ 21,034.50
9	April 17, 2023	\$ 28,885.00
10	June 17, 2023	\$ (284,433.79)
11	September 18, 2023	\$ -
12	October 16, 2023	\$ 58,985.97
13	November 20, 2023	\$ 3,500.00
14	December 2, 2024	\$ (60,234.23)
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TOTAL \$ (79,727.47)

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	May 3, 2021
Original Completion Date:	August 31, 2024
Added by Change Order:	10.00
Contract Time to Date:	1,216.00
Time Used to Date:	1,309.00
Contract Time Remaining:	<u>(83.00)</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 1											
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ 29,920.00	352.00	\$ 29,920.00	-	100.00%
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00	-	100.00%
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00	(40.00)	320.00	\$ 265.00	\$ 84,800.00	320.00	\$ 84,800.00	-	100.00%
4	EXCAVATION, CLASS 10	CY	8,313.60	(328.13)	7,985.47	\$ 18.00	\$ 143,738.46	7,985.47	\$ 143,738.46	-	100.00%
5	SUBGRADE PREPARATION	SY	17,500.00	(3,194.61)	14,305.39	\$ 4.00	\$ 57,221.56	14,305.39	\$ 57,221.56	-	100.00%
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00	2,535.70	9,935.70	\$ 6.00	\$ 59,614.20	9,935.70	\$ 59,614.20	-	100.00%
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00	(1,302.10)	16,197.90	\$ 12.50	\$ 202,473.75	16,197.90	\$ 202,473.75	-	100.00%
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00	1,689.79	7,114.79	\$ 10.50	\$ 74,705.30	7,114.79	\$ 74,705.30	-	100.00%
9	TRENCH FOUNDATION	TON	100.00	(100.00)	-	\$ 55.00	\$ -	0.00	\$ -	-	0.00%
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00	(700.00)	-	\$ 85.00	\$ -	0.00	\$ -	-	0.00%
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00	(249.00)	775.00	\$ 425.00	\$ 329,375.00	775.00	\$ 329,375.00	-	100.00%
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00	(6.00)	32.00	\$ 5,000.00	\$ 160,000.00	32.00	\$ 160,000.00	-	100.00%
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00	(2.00)	108.00	\$ 145.00	\$ 15,660.00	108.00	\$ 15,660.00	-	100.00%
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,660.00	45.25	1,905.25	\$ 150.00	\$ 285,787.50	1,905.25	\$ 285,787.50	-	100.00%
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00	-	455.00	\$ 175.00	\$ 79,625.00	455.00	\$ 79,625.00	-	100.00%
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00	(5.00)	265.00	\$ 200.00	\$ 53,000.00	265.00	\$ 53,000.00	-	100.00%
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00	-	380.00	\$ 275.00	\$ 104,500.00	380.00	\$ 104,500.00	-	100.00%
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00	(2.00)	1,108.00	\$ 30.00	\$ 33,240.00	1,108.00	\$ 33,240.00	-	100.00%
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00	461.00	4,811.00	\$ 25.00	\$ 120,275.00	4,811.00	\$ 120,275.00	-	100.00%
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00	51.00	1,271.00	\$ 28.00	\$ 35,588.00	1,271.00	\$ 35,588.00	-	100.00%
21	SUBDRAIN CLEANOUT	EA	25.00	3.00	29.00	\$ 1,000.00	\$ 28,000.00	28.00	\$ 28,000.00	-	100.00%
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00	8.00	48.00	\$ 275.00	\$ 13,200.00	48.00	\$ 13,200.00	-	100.00%
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00	369.25	549.25	\$ 55.00	\$ 30,208.75	549.25	\$ 30,208.75	-	100.00%
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00	(522.80)	2,177.20	\$ 110.00	\$ 239,492.00	2,177.20	\$ 239,492.00	-	100.00%
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00	390.00	1,852.00	\$ 15.00	\$ 27,780.00	1,852.00	\$ 27,780.00	-	100.00%
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00	6.00	58.00	\$ 2,300.00	\$ 133,400.00	58.00	\$ 133,400.00	-	100.00%
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00	\$ 7,000.00	2.00	\$ 7,000.00	-	100.00%
28	WATER SERVICE CURB STOP AND BOX	EA	53.00	12.00	65.00	\$ 885.00	\$ 57,525.00	65.00	\$ 57,525.00	-	100.00%
29	TEMPORARY WATER SYSTEM	LS	1.00	(0.60)	0.40	\$ 165,000.00	\$ 66,000.00	0.40	\$ 66,000.00	-	100.00%
30	VALVE, GATE, 6 INCH	EA	1.00	(1.00)	-	\$ 1,800.00	\$ -	0.00	\$ -	-	0.00%
31	VALVE, GATE, 8 INCH	EA	8.00	(2.00)	6.00	\$ 2,300.00	\$ 13,800.00	6.00	\$ 13,800.00	-	100.00%
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	2.00	5.00	\$ 7,000.00	\$ 35,000.00	5.00	\$ 35,000.00	-	100.00%
33	FIRE HYDRANT ASSEMBLY	EA	4.00	2.00	6.00	\$ 6,800.00	\$ 40,800.00	6.00	\$ 40,800.00	-	100.00%
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00	-	1.00	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	-	100.00%
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00	-	6.00	\$ 1,000.00	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00	(3.00)	3.00	\$ 7,100.00	\$ 21,278.20	3.00	\$ 21,278.20	-	100.00%
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00	-	15.00	\$ 5,500.00	\$ 82,500.00	15.00	\$ 82,500.00	-	100.00%
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00	-	6.00	\$ 8,800.00	\$ 52,800.00	6.00	\$ 52,800.00	-	100.00%
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00	-	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
40	INTAKE, SW-501	EA	28.00	(0.85)	27.15	\$ 4,500.00	\$ 122,168.34	27.15	\$ 122,168.34	-	100.00%
41	INTAKE, SW-511	EA	1.00	-	1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00	(4.00)	2.00	\$ 3,200.00	\$ 6,400.00	2.00	\$ 6,400.00	-	100.00%
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00	2.00	5.00	\$ 6,000.00	\$ 30,000.00	5.00	\$ 30,000.00	-	100.00%
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00	(1.00)	5.00	\$ 5,500.00	\$ 27,500.00	5.00	\$ 27,500.00	-	100.00%
45	REMOVE MANHOLE	EA	9.00	(4.00)	5.00	\$ 1,000.00	\$ 5,000.00	5.00	\$ 5,000.00	-	100.00%
46	REMOVE INTAKE	EA	18.00	(1.00)	17.00	\$ 1,000.00	\$ 17,000.00	17.00	\$ 17,000.00	-	100.00%
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00	(598.86)	3,101.14	\$ 65.00	\$ 201,574.10	3,101.14	\$ 201,574.10	-	100.00%
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00	702.70	11,602.70	\$ 85.00	\$ 986,229.50	11,602.70	\$ 986,229.50	-	100.00%
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00	(3.73)	246.27	\$ 130.00	\$ 32,015.10	246.27	\$ 32,015.10	-	100.00%
50	PCC CURB AND GUTTER, 2'	LF	6,775.00	(2,752.00)	4,023.00	\$ 80.00	\$ 321,840.00	4,023.00	\$ 321,840.00	-	100.00%
51	CONCRETE MEDIAN	SY	55.00	32.00	87.00	\$ 100.00	\$ 8,700.00	87.00	\$ 8,700.00	-	100.00%
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00	169.70	5,019.70	\$ 12.00	\$ 60,236.40	5,019.70	\$ 60,236.40	-	100.00%
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00	588.26	4,888.26	\$ 45.00	\$ 219,971.70	4,888.26	\$ 219,971.70	-	100.00%
54	SIDEWALK, PCC, 6 INCH	SY	980.00	78.69	1,058.69	\$ 50.00	\$ 51,934.50	1,058.69	\$ 51,934.50	-	100.00%
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00	6.34	176.34	\$ 95.00	\$ 16,752.30	176.34	\$ 16,752.30	-	100.00%
56	SIDEWALK UNIT PAVEMENT W/ PCC BASE	SF	4,225.00	14.65	4,239.65	\$ 25.00	\$ 105,991.25	4,239.65	\$ 105,991.25	-	100.00%
57	DETECTABLE WARNING	SF	640.00	40.00	680.00	\$ 50.00	\$ 34,000.00	680.00	\$ 34,000.00	-	100.00%
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00	70.10	310.10	\$ 55.00	\$ 17,055.50	310.10	\$ 17,055.50	-	100.00%
59	PAVEMENT REMOVAL	SY	24,700.00	(313.68)	24,386.32	\$ 14.00	\$ 341,408.48	24,386.32	\$ 341,408.48	-	100.00%
60	STORAGE AGGREGATE	TON	5,420.00	(176.53)	5,243.47	\$ 40.00	\$ 209,738.80	5,243.47	\$ 209,738.80	-	100.00%
61	FILTER AGGREGATE	TON	1,330.00	277.83	1,607.83	\$ 45.00	\$ 72,352.35	1,607.83	\$ 72,352.35	-	100.00%
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00	(32.70)	5,127.30	\$ 62.50	\$ 320,456.25	5,127.30	\$ 320,456.25	-	100.00%
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00	(802.00)	1,298.00	\$ 25.00	\$ 32,450.00	1,298.00	\$ 32,450.00	-	100.00%
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00	63.35	128.35	\$ 75.00	\$ 9,626.25	128.35	\$ 9,626.25	-	100.00%
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00	0.11	27.11	\$ 730.00	\$ 19,786.65	27.11	\$ 19,786.65	-	100.00%
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00	2.85	17.85	\$ 325.00	\$ 5,801.25	17.85	\$ 5,801.25	-	100.00%
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00	12.00	57.00	\$ 425.00	\$ 24,225.00	57.00	\$ 24,225.00	-	100.00%
68	TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	-	100.00%
69	SOD	SQ	100.00	(21.97)	78.03	\$ 75.00	\$ 5,852.25	78.03	\$ 5,852.25	-	100.00%
70	DECIDUOUS SHRUBS	EA	60.00	-	60.00	\$ 150.00	\$ 9,000.00	60.00	\$ 9,000.00	-	100.00%
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00	-	2,134.00	\$ 20.00	\$ 42,680.00	2,134.00	\$ 42,680.00	-	100.00%
72	DECIDUOUS TREE	EA	43.00	-	43.00	\$ 550.00	\$ 23,650.00	43.00	\$ 23,650.00	-	100.00%
73	TREE GRATE AND FRAME	EA	24.00	-	24.00	\$ 500.00	\$ 12,000.00	24.00	\$ 12,000.00	-	100.00%
74	SWPPP PREPARATION	LS	1.00	-	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
75	SWPPP MANAGEMENT	LS	1.00	-	1.00	\$ 13,500.00	\$ 13,500.00	1.00	\$ 13,500.00	-	100.00%
76	FILTER SOCK, 8 INCH	LF	1,500.00	1,508.00	3,008.00	\$ 2.50	\$ 7,520.00	3,008.00	\$ 7,520.00	-	100.00%
77	TEMPORARY RECP, TYPE 3A	SY	270.00	(270.00)	-	\$ 3.00	\$ -	0.00	\$ -	-	0.00%
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00	(1.83)	0.17	\$ 2,000.00	\$ 340.00	0.17	\$ 340.00	-	100.00%
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00	(5.00)	36.00	\$ 265.00	\$ 9,540.00	36.00	\$ 9,540.00	-	100.00%
80	VAULT, FILL	EA	1.00	4.11	5.11	\$ 7,400.00	\$ 37,814.00	5.11	\$ 37,814.00	-	100.00%
81	CISTERN ABANDONMENT	EA	3.00	-	3.00	\$ 8,000.00	\$ 24,000.00	3.00	\$ 24,000.00	-	100.00%
82	MOBILIZATION	LS	1.00	-	1.00	\$ 1,000,000.00	\$ 1,000,000.00	1.00	\$ 1,000,000.00	-	100.00%
83	CONCRETE WASHOUT	LS	1.00	-	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-	-	-	\$ 200,000.00	\$ -	0.00	\$ -	-	0.00%
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	0.00	\$ -	-	0.00%
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	0.00	\$ -	-	0.00%
87	STEEL BENCH	EA	9.00	-	9.00	\$ 3,250.00	\$ 29,250.00	9.00	\$ 29,250.00	-	100.00%
88	LITTER RECEPTACLE	EA	6.00	-	6.00	\$ 3,000.00	\$ 18,000.00	6.00	\$ 18,000.00	-	100.00%
89	BIKE RACK	EA	8.00	-	8.00	\$ 925.00	\$ 7,550.00	8.00	\$ 7,550.00	-	100.00%
90	EVENT POWER PEDESTAL	EA	7.00	-	7.00	\$ 1,500.00	\$ 10,500.00	7.00	\$ 10,500.00	-	100.00%
91	1" CONCRETE BAND	LF	1,270.00	1,914.10	3,184.10	\$ 35.00	\$ 111,443.50	3,184.10	\$ 111,443.50	-	100.00%
92	PLANTER CURB	LF	430.00	55.50	485.50	\$ 85.00	\$ 41,267.50				

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

93	SEAT WALL	LF	108.00	-	108.00	\$ 125.00	\$ 13,500.00	108.00	\$ 13,500.00	-	100.00%
94	BIO-RETENTION ROCK CHAMBER	TON	35.00	21.40	56.40	\$ 100.00	\$ 5,640.00	56.40	\$ 5,640.00	-	100.00%
95	RAIN GUARDIAN TURRET	EA	5.00	-	5.00	\$ 7,500.00	\$ 37,500.00	5.00	\$ 37,500.00	-	100.00%
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00	-	5.00	\$ 1,400.00	\$ 7,000.00	5.00	\$ 7,000.00	-	100.00%
97	SALVAGE STREET LIGHT POLE	EA	12.00	2.00	14.00	\$ 350.00	\$ 4,900.00	14.00	\$ 4,900.00	-	100.00%
98	PLANTER POT	EA	4.00	-	4.00	\$ 2,125.00	\$ 8,500.00	4.00	\$ 8,500.00	-	100.00%
99	GFCI RECEPTACLE	EA	32.00	-	32.00	\$ 850.00	\$ 30,400.00	32.00	\$ 30,400.00	-	100.00%
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00	-	52.00	\$ 1,650.00	\$ 85,800.00	52.00	\$ 85,800.00	-	100.00%
101	SERVICE CABINET	EA	2.00	-	2.00	\$ 4,350.00	\$ 8,700.00	2.00	\$ 8,700.00	-	100.00%
102	HANDHOLE	EA	59.00	11.00	70.00	\$ 750.00	\$ 52,500.00	70.00	\$ 52,500.00	-	100.00%
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00	(34.51)	1,664.49	\$ 10.50	\$ 17,477.15	1,664.49	\$ 17,477.15	-	100.00%
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00	(123.04)	6,549.96	\$ 12.50	\$ 81,874.50	6,549.96	\$ 81,874.50	-	100.00%
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00	(37.00)	613.00	\$ 16.50	\$ 10,114.50	613.00	\$ 10,114.50	-	100.00%
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00	147.50	1,092.50	\$ 21.00	\$ 22,942.50	1,092.50	\$ 22,942.50	-	100.00%
107	1-1/2" HDPE CONDUIT HDD	LF	866.00	-	866.00	\$ 24.00	\$ 20,784.00	866.00	\$ 20,784.00	-	100.00%
108	#6 AWG CONDUCTOR	LF	26,943.00	(70.00)	26,873.00	\$ 2.00	\$ 53,746.00	26,873.00	\$ 53,746.00	-	100.00%
109	#8 AWG CONDUCTOR	LF	5,216.00	1,295.50	6,511.50	\$ 1.50	\$ 9,767.25	6,511.50	\$ 9,767.25	-	100.00%
110	#10 AWG CONDUCTOR	LF	3,661.00	(42.00)	3,619.00	\$ 1.50	\$ 5,428.50	3,619.00	\$ 5,428.50	-	100.00%
111	#12 AWG CONDUCTOR	LF	1,244.00	(831.00)	413.00	\$ 1.25	\$ 516.25	413.00	\$ 516.25	-	100.00%
112	YARD HYDRANT	EA	16.00	0.50	16.50	\$ 2,300.00	\$ 37,950.00	16.50	\$ 37,950.00	-	100.00%
113	PERMEABLE PAVEMENT MONITORING WELL	EA	6.00	3.00	9.00	\$ 2,000.00	\$ 18,000.00	9.00	\$ 18,000.00	-	100.00%
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS	-	1.00	1.00	\$ 3,496.50	\$ 3,496.50	1.00	\$ 3,496.50	-	100.00%
115	TEMPORARY STORM SEWER	LS	-	1.00	1.00	\$ 10,323.00	\$ 10,323.00	1.00	\$ 10,323.00	-	100.00%
116	CLAY PIPE CONNECTIONS	LS	-	1.00	1.00	\$ 21,645.00	\$ 21,645.00	1.00	\$ 21,645.00	-	100.00%
117	METER PIT	EA	-	4.00	4.00	\$ 5,355.75	\$ 21,423.00	4.00	\$ 21,423.00	-	100.00%
118	ONE MAJOR MANHOLE ADJUSTMENT	LS	-	2.00	2.00	\$ 5,550.00	\$ 11,100.00	2.00	\$ 11,100.00	-	100.00%
119	TEMPORARY PARKING LOT ACCESS	LS	-	1.00	1.00	\$ 15,663.64	\$ 15,663.64	1.00	\$ 15,663.64	-	100.00%
120	WATER SERVICE TYPE K COPPER 1"	EA	-	2.00	2.00	\$ 3,330.00	\$ 6,660.00	2.00	\$ 6,660.00	-	100.00%
121	WATER SERVICE COMING INTO BUILDING	EA	-	2.00	2.00	\$ 1,609.50	\$ 3,219.00	2.00	\$ 3,219.00	-	100.00%
122	EXPLORATORY DIGGING	EA	-	1.00	1.00	\$ 6,218.00	\$ 6,218.00	1.00	\$ 6,218.00	-	100.00%
123	MISH MASH CANOPY WALK	LS	-	1.00	1.00	\$ 19,387.26	\$ 19,387.26	1.00	\$ 19,387.26	-	100.00%
124	LOWERING WATERMAIN	LS	-	1.00	1.00	\$ 7,770.00	\$ 7,770.00	1.00	\$ 7,770.00	-	100.00%
125	MODIFYING STORM INTAKES AND REINFORCE PAVING	LS	-	1.00	1.00	\$ 13,264.50	\$ 13,264.50	1.00	\$ 13,264.50	-	100.00%
126	HYDRO-EXCAVATE FOR SANITARY REPAIR	LS	-	1.00	1.00	\$ 18,925.00	\$ 18,925.00	1.00	\$ 18,925.00	-	100.00%
127	FLOWABLE BACKFILL	LS	-	1.00	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	-	100.00%
128	8" LINED DIP	LF	-	22.00	22.00	\$ 275.00	\$ 6,050.00	22.00	\$ 6,050.00	-	100.00%
129	8"x8" LINED DIP SERVICE WYE	EA	-	2.00	2.00	\$ 1,605.00	\$ 3,210.00	2.00	\$ 3,210.00	-	100.00%
130	SOUTH PED ALLEY SAN MH RECONSTRUCTION	LS	-	1.00	1.00	\$ 6,646.31	\$ 6,646.31	1.00	\$ 6,646.31	-	100.00%
131	TRUCKING AND DISPOSAL OF CONTAMINATED SOILS	LS	-	1.00	1.00	\$ 58,985.97	\$ 58,985.97	1.00	\$ 58,985.97	-	100.00%
132	TRAP ROCK	LS	-	1.00	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
DIVISION 2											
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	\$ 3,420.00	38.00	\$ 3,420.00	-	100.00%
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	\$ 3,265.00	65.30	\$ 3,265.00	-	100.00%
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	-	1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	-	100.00%
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50	(13.14)	9.36	\$ 700.00	\$ 6,552.00	9.36	\$ 6,552.00	-	100.00%
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00	-	16.00	\$ 325.00	\$ 5,200.00	16.00	\$ 5,200.00	-	100.00%
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00	6.77	16.77	\$ 200.00	\$ 3,354.00	16.77	\$ 3,354.00	-	100.00%
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	5.00	9.00	\$ 115.00	\$ 1,035.00	9.00	\$ 1,035.00	-	100.00%
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00	2.00	6.00	\$ 425.00	\$ 2,550.00	6.00	\$ 2,550.00	-	100.00%
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY	-	27.30	27.30	\$ 183.15	\$ 5,000.00	27.30	\$ 5,000.00	-	100.00%
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	-	15.70	15.70	\$ 149.85	\$ 2,352.65	15.70	\$ 2,352.65	-	100.00%
D2.11	BOLLARDS	EA	-	4.00	4.00	\$ 555.00	\$ 2,220.00	4.00	\$ 2,220.00	-	100.00%
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	-	3.20	3.20	\$ 166.50	\$ 532.80	3.20	\$ 532.80	-	100.00%
D2.13	MOBILIZATION	LS	1.00	1.00	1.00	\$ 1,054.50	\$ 1,054.50	1.00	\$ 1,054.50	-	100.00%
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS	-	1.00	1.00	\$ 834.13	\$ 834.13	1.00	\$ 834.13	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,420,032.33

\$ 8,420,032.33

100.00%

CHANGE ORDER FORM



Project Title: City Square Reconstruction
Contractor: Absolute Concrete Construction Inc.
Address: 1000 W. 6th AVE Slater, IA 50244
Original Contract Date: May 3, 2021

Change Order Number: 14

Change Order Date: December 2, 2024

Purpose of Change Order:

This change order is to zero out any remaining quantities to close the contract.
The quantity change reflects the required amount needed per item to bring the item to either 0 or 100% completion on the project.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
DIVISION 1					
3	STRUCTURAL SOIL (TREE PLANTING)	CY	-40.00	\$ 265.00	-\$10,600.00
4	EXCAVATION, CLASS 10	CY	-171.40	\$ 18.00	-\$3,085.20
5	SUBGRADE PREPARATION	SY	-2503.61	\$ 4.00	-\$10,014.44
6	SUBGRADE TREATMENT, GEO-GRID	SY	2535.70	\$ 6.00	\$15,214.20
7	SUBBASE, MODIFIED, 6 IN.	SY	-611.10	\$ 12.50	-\$7,638.75
8	SUBBASE, MODIFIED, 4 IN.	SY	1689.79	\$ 10.50	\$17,742.80
9	TRENCH FOUNDATION	TON	-100.00	\$ 55.00	-\$5,500.00
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	-700.00	\$ 85.00	-\$59,500.00
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	5.00	\$ 425.00	\$2,125.00
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	-2.00	\$ 145.00	-\$290.00
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	45.25	\$ 150.00	\$6,787.50
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	-5.00	\$ 200.00	-\$1,000.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	-2.00	\$ 30.00	-\$60.00
19	SUBDRAIN, PERFORATED, 6 IN.	LF	461.00	\$ 25.00	\$11,525.00
20	SUBDRAIN, PERFORATED, 8 IN.	LF	51.00	\$ 28.00	\$1,428.00
21	SUBDRAIN CLEANOUT	EA	3.00	\$ 1,000.00	\$3,000.00
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	6.00	\$ 275.00	\$1,650.00
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	369.25	\$ 55.00	\$20,308.75
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	-119.80	\$ 110.00	-\$13,178.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	479.00	\$ 15.00	\$7,185.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	13.00	\$ 2,300.00	\$29,900.00
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	-2.00	\$ 3,500.00	-\$7,000.00
28	WATER SERVICE CURB STOP AND BOX	EA	16.00	\$ 885.00	\$14,160.00
29	TEMPORARY WATER SYSTEM	LS	-0.60	\$ 165,000.00	-\$99,000.00
30	VALVE, GATE, 6 INCH	EA	-1.00	\$ 1,800.00	-\$1,800.00
31	VALVE, GATE, 8 INCH	EA	-1.00	\$ 2,300.00	-\$2,300.00
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	1.00	\$ 7,000.00	\$7,000.00
33	FIRE HYDRANT ASSEMBLY	EA	2.00	\$ 6,800.00	\$13,600.00
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00	\$ 1,000.00	\$1,000.00
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	-1.75	\$ 7,100.00	-\$12,425.00
42	MANHOLE ADJUSTMENT, MINOR	EA	-3.00	\$ 3,200.00	-\$9,600.00
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	2.00	\$ 6,000.00	\$12,000.00
45	REMOVE MANHOLE	EA	-3.00	\$ 1,000.00	-\$3,000.00
47	PAVEMENT, PCC, 7 IN.	SY	92.14	\$ 65.00	\$5,989.10
48	PAVEMENT, PCC, 8 IN.	SY	702.70	\$ 85.00	\$59,729.50
49	PAVEMENT, PCC, 8 IN., COLORED	SY	-3.73	\$ 130.00	-\$484.90

CHANGE ORDER FORM

50	PCC CURB AND GUTTER, 2'	LF	-2752.00	\$	80.00	-\$220,160.00
51	CONCRETE MEDIAN	SY	32.00	\$	100.00	\$3,200.00
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	169.70	\$	12.00	\$2,036.40
53	SIDEWALK, PCC, 5 INCH	SY	588.26	\$	45.00	\$26,471.70
54	SIDEWALK, PCC, 6 INCH	SY	78.69	\$	50.00	\$3,934.50
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	6.34	\$	95.00	\$602.30
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	14.65	\$	25.00	\$366.25
57	DETECTABLE WARNING	SF	40.00	\$	50.00	\$2,000.00
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	70.10	\$	55.00	\$3,855.50
59	PAVEMENT REMOVAL	SY	377.32	\$	14.00	\$5,282.48
60	STORAGE AGGREGATE	TON	-176.53	\$	40.00	-\$7,061.20
61	FILTER AGGREGATE	TON	277.83	\$	45.00	\$12,502.35
62	PERMEABLE INTERLOCKING PAVERS	SY	-32.70	\$	62.50	-\$2,043.75
63	PCC EDGE RESTRAINT, 2 FT	LF	-802.00	\$	25.00	-\$20,050.00
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	51.86	\$	575.00	\$29,819.50
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	0.11	\$	730.00	\$76.65
66	PAINTED SYMBOLS AND LEGENDS	EA	-4.15	\$	325.00	-\$1,348.75
67	TYPE A SIGN, SHEET ALUMINUM	EA	-2.00	\$	425.00	-\$850.00
69	SOD	SQ	-21.97	\$	75.00	-\$1,647.75
76	FILTER SOCK, 8 INCH	LF	1508.00	\$	2.50	\$3,770.00
77	TEMPORARY RECP, TYPE 3.A	SY	-270.00	\$	3.00	-\$810.00
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	-1.83	\$	2,000.00	-\$3,660.00
79	INLET PROTECTION DEVICE, DROP IN	EA	-3.00	\$	265.00	-\$795.00
80	VAULT, FILL	EA	4.11	\$	7,400.00	\$30,414.00
91	1' CONCRETE BAND	LF	1914.10	\$	35.00	\$66,993.50
92	PLANTER CURB	LF	55.50	\$	85.00	\$4,717.50
94	BIO-RETENTION ROCK CHAMBER	TON	21.40	\$	100.00	\$2,140.00
97	SALVAGE STREET LIGHT POLE	EA	2.00	\$	350.00	\$700.00
102	HANDHOLE	EA	11.00	\$	750.00	\$8,250.00
103	3/4 INCH PVC CONDUIT TRENCHED	LF	-34.51	\$	10.50	-\$362.36
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	-123.04	\$	12.50	-\$1,538.00
105	2" INCH PVC CONDUIT TRENCHED	LF	-37.00	\$	16.50	-\$610.50
106	3" INCH PVC CONDUIT TRENCHED	LF	147.50	\$	21.00	\$3,097.50
108	#6 AWG CONDUCTOR	LF	-70.00	\$	2.00	-\$140.00
109	#8 AWG CONDUCTOR	LF	1295.50	\$	1.50	\$1,943.25
110	#10 AWG CONDUCTOR	LF	-42.00	\$	1.50	-\$63.00
111	#12 AWG CONDUCTOR	LF	-831.00	\$	1.25	-\$1,038.75
112	YARD HYDRANT	EA	0.50	\$	2,300.00	\$1,150.00
113	PERMEABLE PAVER MONITORING WELL	EA	3.00	\$	2,000.00	\$6,000.00
118	ONE MAJOR MANHOLE ADJUSTMENT	LS	1.00	\$	5,550.00	\$5,550.00
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	-13.14	\$	700.00	-\$9,198.00
D2.6	PAVEMENT MARKINGS REMOVED	STA	6.77	\$	200.00	\$1,354.00
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	\$	115.00	\$460.00
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	-2.00	\$	425.00	-\$850.00
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	12.70	\$	149.85	\$1,903.10
D2.12	WET RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA	-2.80	\$	166.50	-\$466.20

Change Order Number: 14 makes the following adjustments to the contract:

-\$60,234.23

Contractor Accepted: Absolute Concrete Construction Inc.

Firm Name

Signature

Date

11-22-24

Engineer Approved: Bolton & Menk, Inc.

Firm Name

Signature

Date

12/6/24

Owner Accepted: City of Indianola

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$8,499,759.80
1	June 22, 2021	\$14,919.55
2	August 16, 2021	\$24,257.13
3	September 20, 2021	\$21,645.00
4	October 18, 2021	\$26,973.00
5	April 18, 2022	\$30,501.14
6	May 16, 2022	\$14,852.00
7	June 18, 2022	\$19,387.26
8	August 15, 2022	\$21,034.50
9	April 17, 2023	\$28,885.00

Date Printed: 11/18/2024

CHANGE ORDER FORM

Signature

Title

Date

10	June 19, 2023	-\$284,433.79
11	September 11, 2023	\$0.00
12	October 16, 2023	\$58,985.97
13	November 20, 2023	\$3,500.00
14	December 2, 2024	-\$60,234.23
15		

Revised Contract Amount \$8,420,032.33

CONTRACT PRICE DETAIL - Funding Break Down

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	City Quantity Complete	City Value of Work Complete	City - Sanitary Sewer Quantity Complete	City Sanitary Sewer Value of Work Complete	SRF Quantity Complete	SRF Value of Work Complete	IMU - Water Quantity Complete	IMU - Water Value of Work Complete	TOTAL VALUE OF COMPLETED WORK
DIVISION 1															
1	AMENDED PLANTING SOIL	CY	352.00	-	352.00	\$ 85.00	352.00	\$ 29,920.00		\$ -		\$ -		\$ -	\$ 29,920.00
2	ENGINEERED SOIL	CY	140.00	-	140.00	\$ 80.00	140.00	\$ 11,200.00		\$ -		\$ -		\$ -	\$ 11,200.00
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00	(40.00)	320.00	\$ 265.00	320.00	\$ 84,800.00		\$ -		\$ -		\$ -	\$ 84,800.00
4	EXCAVATION, CLASS 10	CY	8,313.60	(328.13)	7,985.47	\$ 18.00	7,985.47	\$ 143,738.46		\$ -	7955.50	\$ 143,199.00		\$ -	\$ 143,738.46
5	SUBGRADE PREPARATION	SY	17,500.00	(2,194.61)	14,305.39	\$ 4.00	14,305.39	\$ 57,221.56		\$ -		\$ -		\$ -	\$ 57,221.56
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00	2,535.70	9,935.70	\$ 6.00	25,357.00	\$ 15,214.20		\$ -	7400.00	\$ 44,400.00		\$ -	\$ 59,614.20
7	SUBBASE, MODIFIED, 6 IN	SY	17,500.00	(1,302.10)	16,197.90	\$ 12.50	16,197.90	\$ 202,447.75		\$ -		\$ -	34.00	\$ 425.00	\$ 202,473.75
8	SUBBASE, MODIFIED, 4 IN	SY	5,425.00	1,689.79	7,114.79	\$ 10.50	7,114.79	\$ 74,705.30		\$ -		\$ -		\$ -	\$ 74,705.30
9	TRENCH FOUNDATION	TON	100.00	(100.00)	-	\$ 55.00		\$ -		\$ -		\$ -		\$ -	\$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00	(700.00)	-	\$ 85.00		\$ -		\$ -		\$ -		\$ -	\$ -
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00	(249.00)	775.00	\$ 425.00		\$ -	775.00	\$ 329,375.00		\$ -		\$ -	\$ 329,375.00
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN	EA	38.00	(6.00)	32.00	\$ 5,000.00		\$ -	32.00	\$ 160,000.00		\$ -		\$ -	\$ 160,000.00
13	STORM SEWER, TRENCHED, RCP, 12 IN	LF	110.00	(2.00)	108.00	\$ 145.00	108.00	\$ 15,660.00		\$ -		\$ -		\$ -	\$ 15,660.00
14	STORM SEWER, TRENCHED, RCP, 15 IN	LF	1,860.00	45.25	1,905.25	\$ 150.00	1,905.25	\$ 285,787.50		\$ -	300.00	\$ 45,000.00		\$ -	\$ 285,787.50
15	STORM SEWER, TRENCHED, RCP, 18 IN	LF	455.00	-	455.00	\$ 175.00	455.00	\$ 79,625.00		\$ -		\$ -		\$ -	\$ 79,625.00
16	STORM SEWER, TRENCHED, RCP, 24 IN	LF	270.00	(5.00)	265.00	\$ 200.00	265.00	\$ 53,000.00		\$ -		\$ -		\$ -	\$ 53,000.00
17	STORM SEWER, TRENCHED, RCP, 36 IN	LF	380.00	-	380.00	\$ 275.00	380.00	\$ 104,500.00		\$ -		\$ -		\$ -	\$ 104,500.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00	(2.00)	1,108.00	\$ 30.00	1,108.00	\$ 33,240.00		\$ -		\$ -		\$ -	\$ 33,240.00
19	SUBDRAIN, PERFORATED, 6 IN	LF	4,350.00	461.00	4,811.00	\$ 25.00	4,811.00	\$ 120,275.00		\$ -	4350.00	\$ 108,750.00		\$ -	\$ 120,275.00
20	SUBDRAIN, PERFORATED, 8 IN	LF	1,220.00	51.00	1,271.00	\$ 28.00	1,271.00	\$ 35,588.00		\$ -	1220.00	\$ 34,160.00		\$ -	\$ 35,588.00
21	SUBDRAIN CLEANOUT	EA	25.00	3.00	28.00	\$ 1,000.00	3.00	\$ 3,000.00		\$ -	25.00	\$ 25,000.00		\$ -	\$ 28,000.00
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00	6.00	46.00	\$ 275.00	6.00	\$ 1,650.00		\$ -	40.00	\$ 11,000.00		\$ -	\$ 12,650.00
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00	369.25	549.25	\$ 55.00	549.25	\$ 30,208.75		\$ -		\$ -		\$ -	\$ 30,208.75
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00	(522.80)	2,177.20	\$ 110.00		\$ -		\$ -		\$ -	2177.20	\$ 239,492.00	\$ 239,492.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00	390.00	1,852.00	\$ 15.00		\$ -		\$ -		\$ -	1852.00	\$ 27,780.00	\$ 27,780.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN	EA	52.00	6.00	58.00	\$ 2,300.00		\$ -		\$ -		\$ -	58.00	\$ 133,400.00	\$ 133,400.00
27	WATER SERVICE, TYPE K COPPER, 2 IN	EA	1.00	1.00	2.00	\$ 3,500.00		\$ -		\$ -		\$ -	2.00	\$ 7,000.00	\$ 7,000.00
28	WATER SERVICE CURB STOP AND BOX	EA	53.00	12.00	65.00	\$ 885.00		\$ -		\$ -		\$ -	65.00	\$ 57,525.00	\$ 57,525.00
29	TEMPORARY WATER SYSTEM	LS	1.00	(0.60)	0.40	\$ 165,000.00	0.20	\$ 33,000.00		\$ -		\$ -	0.20	\$ 33,000.00	\$ 66,000.00
30	VALVE, GATE, 6 INCH	EA	1.00	(1.00)	-	\$ 1,800.00		\$ -		\$ -		\$ -	0.00	\$ -	\$ -
31	VALVE, GATE, 8 INCH	EA	8.00	(2.00)	6.00	\$ 2,300.00		\$ -		\$ -		\$ -	6.00	\$ 13,800.00	\$ 13,800.00
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	2.00	5.00	\$ 7,000.00		\$ -		\$ -		\$ -	5.00	\$ 35,000.00	\$ 35,000.00
33	FIRE HYDRANT ASSEMBLY	EA	4.00	2.00	6.00	\$ 6,800.00		\$ -		\$ -		\$ -	6.00	\$ 40,800.00	\$ 40,800.00
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00	-	1.00	\$ 3,800.00		\$ -		\$ -		\$ -	1.00	\$ 3,800.00	\$ 3,800.00
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00	-	6.00	\$ 1,000.00		\$ -		\$ -		\$ -	6.00	\$ 6,000.00	\$ 6,000.00
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00	(3.00)	2,996.93	\$ 7,100.00		\$ -	3.00	\$ 21,278.20		\$ -		\$ -	\$ 21,278.20
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00	-	15.00	\$ 5,500.00	15.00	\$ 82,500.00		\$ -		\$ -		\$ -	\$ 82,500.00
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00	-	6.00	\$ 8,800.00	6.00	\$ 52,800.00		\$ -		\$ -		\$ -	\$ 52,800.00
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00	-	1.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
40	INTAKE, SW-501	EA	28.00	(0.85)	27.14852	\$ 4,500.00		\$ -		\$ -	27.14852	\$ 122,168.34		\$ -	\$ 122,168.34
41	INTAKE, SW-511	EA	1.00	-	1.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -		\$ -		\$ -	\$ 4,500.00
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00	(4.00)	2.00	\$ 3,200.00	2.00	\$ 6,400.00		\$ -		\$ -		\$ -	\$ 6,400.00
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00	2.00	5.00	\$ 6,000.00	5.00	\$ 30,000.00		\$ -		\$ -		\$ -	\$ 30,000.00
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00	(1.00)	5.00	\$ 5,500.00	5.00	\$ 27,500.00		\$ -		\$ -		\$ -	\$ 27,500.00
45	REMOVE MANHOLE	EA	9.00	(4.00)	5.00	\$ 1,000.00	5.00	\$ 5,000.00		\$ -		\$ -		\$ -	\$ 5,000.00
46	REMOVE INTAKE	EA	18.00	(1.00)	17.00	\$ 1,000.00	17.00	\$ 17,000.00		\$ -		\$ -		\$ -	\$ 17,000.00
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00	(598.86)	3,101.14	\$ 65.00	3,068.42	\$ 199,447.30		\$ -		\$ -	32.72	\$ 2,126.80	\$ 201,574.10
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00	702.70	11,602.70	\$ 85.00	11,568.70	\$ 983,339.50		\$ -		\$ -	34.00	\$ 2,890.00	\$ 986,229.50
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00	(3.73)	246.27	\$ 130.00	246.27	\$ 32,015.10		\$ -		\$ -		\$ -	\$ 32,015.10
50	PCC CURB AND GUTTER, 2'	LF	6,775.00	(2,752.00)	4,023.00	\$ 80.00	988.00	\$ 79,040.00		\$ -	3035.00	\$ 242,800.00		\$ -	\$ 321,840.00
51	CONCRETE MEDIAN	SY	55.00	32.00	87.00	\$ 100.00	87.00	\$ 8,700.00		\$ -		\$ -		\$ -	\$ 8,700.00
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00	169.70	5,019.70	\$ 12.00	5,019.70	\$ 60,236.40		\$ -		\$ -		\$ -	\$ 60,236.40
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00	588.26	4,888.26	\$ 45.00	4,888.26	\$ 219,971.70		\$ -		\$ -		\$ -	\$ 219,971.70
54	SIDEWALK, PCC, 6 INCH	SY	960.00	78.69	1,038.69	\$ 50.00	1,038.69	\$ 51,934.50		\$ -		\$ -		\$ -	\$ 51,934.50
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00	6.34	176.34	\$ 95.00	176.34	\$ 16,752.30		\$ -		\$ -		\$ -	\$ 16,752.30
56	SIDEWALK UNIT PAVEMENT W/ PCC BASE	SF	4,225.00	14.65	4,239.65	\$ 25.00	4,239.65	\$ 105,991.25		\$ -		\$ -		\$ -	\$ 105,991.25
57	DETECTABLE WARNING	SF	640.00	40.00	680.00	\$ 50.00	680.00	\$ 34,000.00		\$ -		\$ -		\$ -	\$ 34,000.00
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00	70.10	310.10	\$ 55.00	310.10	\$ 17,055.50		\$ -		\$ -		\$ -	\$ 17,055.50
59	PAVEMENT REMOVAL	SY	24,700.00	(313.68)	24,386.32	\$ 14.00	24,346.82	\$ 340,855.48		\$ -		\$ -	39.50	\$ 553.00	\$ 341,408.48
60	STORAGE AGGREGATE	TON	5,420.00	(176.53)	5,243.47	\$ 40.00	0.00	\$ -		\$ -	5243.47	\$ 209,738.80		\$ -	\$ 209,738.80
61	FILTER AGGREGATE	TON	1,330.00	277.83	1,607.83	\$ 45.00	277.83	\$ 12,502.35		\$ -		\$ -		\$ -	\$ 12,502.35
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00	(32.70)	5,127.30	\$ 62.50	0.00	\$ -		\$ -	5127.30	\$ 320,456.25		\$ -	\$ 320,456.25
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00	(802.00)	1,298.00	\$ 25.00		\$ -		\$ -	1298.00	\$ 32,450.00		\$ -	\$ 32,450.00
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00	63.36	128.36	\$ 575.00	128.36	\$ 73,807.00		\$ -		\$ -		\$ -	\$ 73,807.00
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00	0.11	27.11	\$ 730.00	27.105	\$ 19,786.65		\$ -		\$ -		\$ -	\$ 19,786.65
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00	2.85	17.85	\$ 325.00	17.85	\$ 5,801.25		\$ -		\$ -		\$ -	\$ 5,801.25
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00	12.00	57.00	\$ 425.00	57.00	\$ 24,225.00		\$ -		\$ -		\$ -	\$ 24,225.00
68	TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$ 75,000.00	1.00	\$ 75,000.00		\$ -		\$ -		\$ -	\$ 75,000.00
69	SOD	SQ	100.00	(21.97)	78.03	\$ 75.00	78.03	\$ 5,852.25		\$ -		\$ -		\$ -	\$ 5,852.25
70	DECIDUOUS SHRUBS	EA	60.00	-	60.00	\$ 150.00	60.00	\$ 9,000.00		\$ -		\$ -		\$ -	\$ 9,000.00
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00	-	2,134.00	\$ 20.00	2,134.00	\$ 42,680.00		\$ -		\$ -		\$ -	\$ 42,680.00
72	DECIDUOUS TREE	EA	43.00	-	43.00	\$ 550.00	43.00	\$ 23,650.00		\$ -		\$ -		\$ -	\$ 23,650.00
73	TREE GRATE AND FRAME	EA	24.00	-	24.00	\$ 500.00	24.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
74	SWPPP PREPARATION	LS	1.00	-	1.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ -		\$ -		\$ -	\$ 2,000.00
75	SWPPP MANAGEMENT	LS	1.00	-	1.00	\$ 13,500.00	1.00	\$ 13,500.00		\$ -		\$ -		\$ -	\$ 13,500.00
76	FILTER SOCK, 8 INCH	LF	1,500.00	1,508.00	3,008.00	\$ 2.50	3,008.00	\$ 7,520.00		\$ -		\$ -		\$ -	\$ 7,520.00
77	TEMPORARY RECP, TYPE 3 A	SY	270.00	(270.00)	-	\$ 3.00		\$ -		\$ -		\$ -		\$ -	\$ -

Date printed: 11/18/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: City Square Reconstruction
Contractor: Absolute Concrete Construction Inc.
Address: 1000 W. 6th AVE Slater, IA 50244
Original Contract Date: May 3, 2021
Project Completion Date: August 31, 2024

Date of Council Meeting: December 16, 2024
PAYMENT REQUEST # 34
PAYMENT PERIOD: From: November 4, 2024 Through: December 1, 2024

Contract Summary

Original Contract Amount:	\$ 8,499,759.80	
Net change by Change Orders:	\$ (79,727.47)	
Revised Contract Amount: (line 1 ± 2)	\$ 8,420,032.33	
Total completed and stored to date:	\$ 8,420,032.33	
Retainage: 0.0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 8,420,032.33	
Less previous applications for payment:	\$ 7,999,030.71	
SUBTOTAL		\$ 421,001.62

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 421,001.62

Balance to finish, including retainage: \$ (0.00)

Contract Time Remaining (If applicable) (97.00) CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature

Firm Name

12-10-24
Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature

Firm Name

12/13/24
Date

City of Indianola Approval:

Signature

Date

Submit to: Akhilesh Pal, P.E. - Public Works Director

E-mail: apal@indianolaiowa.gov **Phone:** (515) 961-9415

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2021	\$ 214,430.91
2	August 16, 2021	\$ 574,177.32
3	September 20, 2021	\$ 456,589.95
4	October 18, 2021	\$ 454,785.29
5	November 15, 2021	\$ 282,664.45
6	December 20, 2021	\$ 140,251.48
7	January 17, 2022	\$ 247,336.01
8	February 21, 2022	\$ 34,667.78
9	April 18, 2022	\$ 185,743.74
10	May 3, 2022	\$ 314,841.97
11	June 20, 2022	\$ 498,453.57
12	July 18, 2022	\$ 482,097.52
13	August 15, 2022	\$ 502,727.03
14	September 19, 2022	\$ 583,693.50
15	October 17, 2022	\$ 419,750.14
16	November 21, 2022	\$ 251,033.56
17	December 19, 2022	\$ 22,800.95
18	April 17, 2023	\$ 427,565.64
19	May 15, 2023	\$ 194,925.48
20	June 29, 2023	\$ 346,377.58
21	July 17, 2023	\$ 46,558.26
22	August 21, 2023	\$ 111,275.31
23	September 18, 2023	\$ 221,225.77
24	October 16, 2023	\$ 297,132.90
25	November 20, 2023	\$ 143,840.64
26	December 18, 2023	\$ 160,771.60
27	January 15, 2024	\$ 23,894.54
28	February 19, 2024	\$ 11,708.75
29		\$ 81,481.26
30	July 15, 2024	\$ 91,148.99
31	August 19, 2024	\$ 53,125.96
32	September 16, 2024	\$ 105,055.75
33	December 2, 2024	\$ 16,897.11
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TOTAL \$ 7,999,030.71

Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
3	September 20, 2021	\$ 21,645.00
4	October 18, 2021	\$ 26,973.00
5	April 18, 2022	\$ 30,501.14
6	May 16, 2022	\$ 14,852.00
7	July 18, 2022	\$ 19,387.26
8	August 15, 2022	\$ 21,034.50
9	April 17, 2023	\$ 28,885.00
10	June 17, 2023	\$(284,433.79)
11	September 18, 2023	\$ -
12	October 16, 2023	\$ 58,985.97
13	November 20, 2023	\$ 3,500.00
14	December 2, 2024	\$ (60,234.23)
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TOTAL \$ (79,727.47)

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	May 3, 2021
Original Completion Date:	August 31, 2024
Added by Change Order:	10.00
Contract Time to Date:	1,216.00
Time Used to Date:	1,323.00
Contract Time Remaining:	<u>(97.00)</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 1											
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ 29,920.00	352.00	\$ 29,920.00	-	100.00%
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ 11,200.00	140.00	\$ 11,200.00	-	100.00%
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00	(40.00)	320.00	\$ 265.00	\$ 84,800.00	320.00	\$ 84,800.00	-	100.00%
4	EXCAVATION, CLASS 10	CY	8,313.60	(328.13)	7,985.47	\$ 18.00	\$ 143,738.46	7,985.47	\$ 143,738.46	-	100.00%
5	SUBGRADE PREPARATION	SY	17,500.00	(3,184.61)	14,305.39	\$ 4.00	\$ 57,221.56	14,305.39	\$ 57,221.56	-	100.00%
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00	2,535.70	9,935.70	\$ 6.00	\$ 59,614.20	9,935.70	\$ 59,614.20	-	100.00%
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00	(1,302.10)	16,197.90	\$ 12.50	\$ 202,473.75	16,197.90	\$ 202,473.75	-	100.00%
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00	1,689.79	7,114.79	\$ 10.50	\$ 74,705.30	7,114.79	\$ 74,705.30	-	100.00%
9	TRENCH FOUNDATION	TON	100.00	(100.00)	-	\$ 55.00	\$ -	0.00	\$ -	-	0.00%
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00	(700.00)	-	\$ 85.00	\$ -	0.00	\$ -	-	0.00%
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00	(249.00)	775.00	\$ 425.00	\$ 329,375.00	775.00	\$ 329,375.00	-	100.00%
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00	(6.00)	32.00	\$ 5,000.00	\$ 160,000.00	32.00	\$ 160,000.00	-	100.00%
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00	(2.00)	108.00	\$ 145.00	\$ 15,660.00	108.00	\$ 15,660.00	-	100.00%
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00	45.25	1,905.25	\$ 150.00	\$ 285,787.50	1,905.25	\$ 285,787.50	-	100.00%
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00	-	455.00	\$ 175.00	\$ 79,625.00	455.00	\$ 79,625.00	-	100.00%
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00	(5.00)	265.00	\$ 200.00	\$ 53,000.00	265.00	\$ 53,000.00	-	100.00%
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00	-	380.00	\$ 275.00	\$ 104,500.00	380.00	\$ 104,500.00	-	100.00%
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00	(2.00)	1,108.00	\$ 30.00	\$ 33,240.00	1,108.00	\$ 33,240.00	-	100.00%
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00	461.00	4,811.00	\$ 25.00	\$ 120,275.00	4,811.00	\$ 120,275.00	-	100.00%
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00	51.00	1,271.00	\$ 28.00	\$ 35,588.00	1,271.00	\$ 35,588.00	-	100.00%
21	SUBDRAIN CLEANOUT	EA	25.00	3.00	28.00	\$ 1,000.00	\$ 28,000.00	28.00	\$ 28,000.00	-	100.00%
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00	6.00	46.00	\$ 275.00	\$ 12,650.00	46.00	\$ 12,650.00	-	100.00%
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00	359.25	549.25	\$ 55.00	\$ 30,208.75	549.25	\$ 30,208.75	-	100.00%
24	WATER MAIN, TRENCHED, PVC, C800, 8 INCH	LF	2,700.00	(522.80)	2,177.20	\$ 110.00	\$ 239,492.00	2,177.20	\$ 239,492.00	-	100.00%
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00	380.00	1,852.00	\$ 15.00	\$ 27,780.00	1,852.00	\$ 27,780.00	-	100.00%
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00	6.00	58.00	\$ 2,300.00	\$ 133,400.00	58.00	\$ 133,400.00	-	100.00%
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00	\$ 7,000.00	2.00	\$ 7,000.00	-	100.00%
28	WATER SERVICE CURB STOP AND BOX	EA	53.00	12.00	65.00	\$ 885.00	\$ 57,525.00	65.00	\$ 57,525.00	-	100.00%
29	TEMPORARY WATER SYSTEM	LS	1.00	(0.60)	0.40	\$ 165,000.00	\$ 66,000.00	0.40	\$ 66,000.00	-	100.00%
30	VALVE, GATE, 6 INCH	EA	1.00	(1.00)	-	\$ 1,800.00	\$ -	0.00	\$ -	-	0.00%
31	VALVE, GATE, 8 INCH	EA	8.00	(2.00)	6.00	\$ 2,300.00	\$ 13,800.00	6.00	\$ 13,800.00	-	100.00%
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	2.00	5.00	\$ 7,000.00	\$ 35,000.00	5.00	\$ 35,000.00	-	100.00%
33	FIRE HYDRANT ASSEMBLY	EA	4.00	2.00	6.00	\$ 8,800.00	\$ 40,800.00	6.00	\$ 40,800.00	-	100.00%
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00	-	1.00	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	-	100.00%
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00	-	6.00	\$ 1,000.00	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00	(3.00)	3.00	\$ 7,100.00	\$ 21,270.00	3.00	\$ 21,270.00	-	100.00%
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00	-	15.00	\$ 5,500.00	\$ 82,500.00	15.00	\$ 82,500.00	-	100.00%
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00	-	6.00	\$ 8,800.00	\$ 52,800.00	6.00	\$ 52,800.00	-	100.00%
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00	-	1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
40	INTAKE, SW-501	EA	28.00	(0.85)	27.15	\$ 4,500.00	\$ 122,168.34	27.15	\$ 122,168.34	-	100.00%
41	INTAKE, SW-511	EA	1.00	-	1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00	(4.00)	2.00	\$ 3,200.00	\$ 6,400.00	2.00	\$ 6,400.00	-	100.00%
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00	2.00	5.00	\$ 6,000.00	\$ 30,000.00	5.00	\$ 30,000.00	-	100.00%
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00	(1.00)	5.00	\$ 5,500.00	\$ 27,500.00	5.00	\$ 27,500.00	-	100.00%
45	REMOVE MANHOLE	EA	9.00	(4.00)	5.00	\$ 1,000.00	\$ 5,000.00	5.00	\$ 5,000.00	-	100.00%
46	REMOVE INTAKE	EA	18.00	(1.00)	17.00	\$ 1,000.00	\$ 17,000.00	17.00	\$ 17,000.00	-	100.00%
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00	(598.86)	3,101.14	\$ 65.00	\$ 201,574.10	3,101.14	\$ 201,574.10	-	100.00%
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00	702.70	11,602.70	\$ 85.00	\$ 986,229.50	11,602.70	\$ 986,229.50	-	100.00%
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00	(3.73)	246.27	\$ 130.00	\$ 32,015.10	246.27	\$ 32,015.10	-	100.00%
50	PCC CURB AND GUTTER, 2'	LF	6,775.00	(2,752.00)	4,023.00	\$ 80.00	\$ 321,840.00	4,023.00	\$ 321,840.00	-	100.00%
51	CONCRETE MEDIAN	SY	55.00	32.00	87.00	\$ 100.00	\$ 8,700.00	87.00	\$ 8,700.00	-	100.00%
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00	169.70	5,019.70	\$ 12.00	\$ 60,236.40	5,019.70	\$ 60,236.40	-	100.00%
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00	588.26	4,888.26	\$ 45.00	\$ 219,971.70	4,888.26	\$ 219,971.70	-	100.00%
54	SIDEWALK, PCC, 6 INCH	SY	960.00	78.69	1,038.69	\$ 50.00	\$ 51,934.50	1,038.69	\$ 51,934.50	-	100.00%
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00	6.34	176.34	\$ 95.00	\$ 16,752.30	176.34	\$ 16,752.30	-	100.00%
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00	14.65	4,239.65	\$ 25.00	\$ 105,991.25	4,239.65	\$ 105,991.25	-	100.00%
57	DETECTABLE WARNING	SF	840.00	40.00	880.00	\$ 50.00	\$ 34,000.00	880.00	\$ 34,000.00	-	100.00%
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00	70.10	310.10	\$ 55.00	\$ 17,055.50	310.10	\$ 17,055.50	-	100.00%
59	PAVEMENT REMOVAL	SY	24,700.00	(313.68)	24,386.32	\$ 14.00	\$ 341,408.48	24,386.32	\$ 341,408.48	-	100.00%
60	STORAGE AGGREGATE	TON	5,420.00	(176.53)	5,243.47	\$ 40.00	\$ 209,738.80	5,243.47	\$ 209,738.80	-	100.00%
61	FILTER AGGREGATE	TON	1,330.00	277.83	1,607.83	\$ 45.00	\$ 72,352.35	1,607.83	\$ 72,352.35	-	100.00%
62	PERMEABLE INTERLOCKING PAVERS	SY	5,169.00	(32.70)	5,127.30	\$ 62.50	\$ 320,456.25	5,127.30	\$ 320,456.25	-	100.00%
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00	(802.00)	1,298.00	\$ 25.00	\$ 32,450.00	1,298.00	\$ 32,450.00	-	100.00%
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00	83.36	128.36	\$ 75.00	\$ 73,807.00	128.36	\$ 73,807.00	-	100.00%
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00	0.11	27.11	\$ 730.00	\$ 19,786.65	27.11	\$ 19,786.65	-	100.00%
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00	2.85	17.85	\$ 325.00	\$ 5,801.25	17.85	\$ 5,801.25	-	100.00%
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00	12.00	57.00	\$ 425.00	\$ 24,225.00	57.00	\$ 24,225.00	-	100.00%
68	TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00	-	100.00%
69	SOD	SQ	100.00	(21.97)	78.03	\$ 75.00	\$ 5,852.25	78.03	\$ 5,852.25	-	100.00%
70	DECIDUOUS SHRUBS	EA	60.00	-	60.00	\$ 150.00	\$ 9,000.00	60.00	\$ 9,000.00	-	100.00%
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00	-	2,134.00	\$ 20.00	\$ 42,680.00	2,134.00	\$ 42,680.00	-	100.00%
72	DECIDUOUS TREE	EA	43.00	-	43.00	\$ 550.00	\$ 23,650.00	43.00	\$ 23,650.00	-	100.00%
73	TREE GRATE AND FRAME	EA	24.00	-	24.00	\$ 500.00	\$ 12,000.00	24.00	\$ 12,000.00	-	100.00%
74	SWPPP PREPARATION	LS	1.00	-	1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
75	SWPPP MANAGEMENT	LS	1.00	-	1.00	\$ 13,500.00	\$ 13,500.00	1.00	\$ 13,500.00	-	100.00%
76	FILTER SOCK, 8 INCH	LF	1,500.00	1,508.00	3,008.00	\$ 2.50	\$ 7,520.00	3,008.00	\$ 7,520.00	-	100.00%
77	TEMPORARY RECIP, TYPE 3A	SY	270.00	(270.00)	-	\$ 3.00	\$ -	0.00	\$ -	-	0.00%
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00	(1.83)	0.17	\$ 2,000.00	\$ 340.00	0.17	\$ 340.00	-	100.00%
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00	(5.00)	36.00	\$ 265.00	\$ 9,540.00	36.00	\$ 9,540.00	-	100.00%
80	VAULT, FILL	EA	1.00	4.11	5.11	\$ 7,400.00	\$ 37,814.00	5.11	\$ 37,814.00	-	100.00%
81	CISTERN ABANDONMENT	EA	3.00	-	3.00	\$ 8,000.00	\$ 24,000.00	3.00	\$ 24,000.00	-	100.00%
82	MOBILIZATION	LS	1.00	-	1.00	\$ 1,000,000.00	\$ 1,000,000.00	1.00	\$ 1,000,000.00	-	100.00%
83	CONCRETE WASHOUT	LS	1.00	-	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-	-	-	\$ 200,000.00	\$ -	0.00	\$ -	-	0.00%
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	0.00	\$ -	-	0.00%
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	0.00	\$ -	-	0.00%
87	STEEL BENCH	EA	9.00	-	9.00	\$ 3,250.00	\$ 29,250.00	9.00	\$ 29,250.00	-	100.00%
88	LITTER RECEPTACLE	EA	6.00	-	6.00	\$ 3,000.00	\$ 18,000.00	6.00	\$ 18,000.00	-	100.00%
89	BIKE RACK	EA	6.00	-	6.00	\$ 925.00	\$ 5,550.00	6.00	\$ 5,550.00	-	100.00%
90	EVENT POWER PEDESTAL	EA	7.00	-	7.00	\$ 1,500.00	\$ 10,500.00	7.00	\$ 10,500.00	-	100.00%
91	1" CONCRETE BAND	LF	1,270.00	1,914.10	3,184.10	\$ 35.00	\$ 111,443.50	3,184.10	\$ 111,443.50	-	100.00%
92	PLANTER CURB	LF	430.00	55.50	485.50	\$ 85.00	\$ 41,267.50	485.50	\$ 41,267.		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

93	SEAT WALL	LF	108.00	-	108.00	\$ 125.00	\$ 13,500.00	108.00	\$ 13,500.00	-	100.00%
94	BIO-RETENTION ROCK CHAMBER	TON	35.00	21.40	56.40	\$ 100.00	\$ 5,640.00	56.40	\$ 5,640.00	-	100.00%
95	RAIN GUARDIAN TURRET	EA	5.00	-	5.00	\$ 7,500.00	\$ 37,500.00	5.00	\$ 37,500.00	-	100.00%
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00	-	5.00	\$ 1,400.00	\$ 7,000.00	5.00	\$ 7,000.00	-	100.00%
97	SALVAGE STREET LIGHT POLE	EA	12.00	2.00	14.00	\$ 350.00	\$ 4,900.00	14.00	\$ 4,900.00	-	100.00%
98	PLANTER POT	EA	4.00	-	4.00	\$ 2,125.00	\$ 8,500.00	4.00	\$ 8,500.00	-	100.00%
99	GFCI RECEPTACLE	EA	32.00	-	32.00	\$ 950.00	\$ 30,400.00	32.00	\$ 30,400.00	-	100.00%
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00	-	52.00	\$ 1,650.00	\$ 85,800.00	52.00	\$ 85,800.00	-	100.00%
101	SERVICE CABINET	EA	2.00	-	2.00	\$ 4,350.00	\$ 8,700.00	2.00	\$ 8,700.00	-	100.00%
102	HANDHOLE	EA	58.00	11.00	70.00	\$ 750.00	\$ 52,500.00	70.00	\$ 52,500.00	-	100.00%
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00	(34.51)	1,664.49	\$ 10.50	\$ 17,477.15	1,664.49	\$ 17,477.15	-	100.00%
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00	(123.04)	6,549.96	\$ 12.50	\$ 81,874.50	6,549.96	\$ 81,874.50	-	100.00%
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00	(37.00)	613.00	\$ 18.50	\$ 10,114.50	613.00	\$ 10,114.50	-	100.00%
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00	147.50	1,092.50	\$ 21.00	\$ 22,942.50	1,092.50	\$ 22,942.50	-	100.00%
107	1-1/2" HDPE CONDUIT HDD	LF	866.00	-	866.00	\$ 24.00	\$ 20,784.00	866.00	\$ 20,784.00	-	100.00%
108	#6 AWG CONDUCTOR	LF	26,943.00	(70.00)	26,873.00	\$ 2.00	\$ 53,746.00	26,873.00	\$ 53,746.00	-	100.00%
109	#6 AWG CONDUCTOR	LF	5,216.00	1,295.50	6,511.50	\$ 1.50	\$ 9,767.25	6,511.50	\$ 9,767.25	-	100.00%
110	#10 AWG CONDUCTOR	LF	3,661.00	(42.00)	3,619.00	\$ 1.50	\$ 5,428.50	3,619.00	\$ 5,428.50	-	100.00%
111	#12 AWG CONDUCTOR	LF	1,244.00	(631.00)	413.00	\$ 1.25	\$ 516.25	413.00	\$ 516.25	-	100.00%
112	YARD HYDRANT	EA	16.00	0.50	16.50	\$ 2,300.00	\$ 37,950.00	16.50	\$ 37,950.00	-	100.00%
113	PERMEABLE PAVER MONITORING WELL	EA	6.00	3.00	9.00	\$ 2,000.00	\$ 18,000.00	9.00	\$ 18,000.00	-	100.00%
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS	-	1.00	1.00	\$ 3,496.50	\$ 3,496.50	1.00	\$ 3,496.50	-	100.00%
115	TEMPORARY STORM SEWER	LS	-	1.00	1.00	\$ 10,323.00	\$ 10,323.00	1.00	\$ 10,323.00	-	100.00%
116	CLAY PIPE CONNECTIONS	LS	-	1.00	1.00	\$ 21,645.00	\$ 21,645.00	1.00	\$ 21,645.00	-	100.00%
117	METER PIT	EA	-	4.00	4.00	\$ 5,355.75	\$ 21,423.00	4.00	\$ 21,423.00	-	100.00%
118	ONE MAJOR MANHOLE ADJUSTMENT	LS	-	2.00	2.00	\$ 5,550.00	\$ 11,100.00	2.00	\$ 11,100.00	-	100.00%
119	TEMPORARY PARKING LOT ACCESS	LS	-	1.00	1.00	\$ 15,663.64	\$ 15,663.64	1.00	\$ 15,663.64	-	100.00%
120	WATER SERVICE TYPE K COPPER 1"	EA	-	2.00	2.00	\$ 3,330.00	\$ 6,660.00	2.00	\$ 6,660.00	-	100.00%
121	WATER SERVICE COMING INTO BUILDING	EA	-	2.00	2.00	\$ 1,609.50	\$ 3,219.00	2.00	\$ 3,219.00	-	100.00%
122	EXPLORATORY DIGGING	EA	-	1.00	1.00	\$ 6,218.00	\$ 6,218.00	1.00	\$ 6,218.00	-	100.00%
123	MISH MASH CANOPY WALK	LS	-	1.00	1.00	\$ 19,387.26	\$ 19,387.26	1.00	\$ 19,387.26	-	100.00%
124	LOWERING WATERMAIN	LS	-	1.00	1.00	\$ 7,770.00	\$ 7,770.00	1.00	\$ 7,770.00	-	100.00%
125	MODIFYING STORM INTAKES AND REINFORCE PAVING	LS	-	1.00	1.00	\$ 13,264.50	\$ 13,264.50	1.00	\$ 13,264.50	-	100.00%
126	HYDRO-EXCAVATE FOR SANITARY REPAIR	LS	-	1.00	1.00	\$ 18,925.00	\$ 18,925.00	1.00	\$ 18,925.00	-	100.00%
127	FLOWABLE BACKFILL	LS	-	1.00	1.00	\$ 700.00	\$ 700.00	1.00	\$ 700.00	-	100.00%
128	8" LINED DIP	LF	-	22.00	22.00	\$ 275.00	\$ 6,050.00	22.00	\$ 6,050.00	-	100.00%
129	8"x6" LINED DIP SERVICE WYE	EA	-	2.00	2.00	\$ 1,605.00	\$ 3,210.00	2.00	\$ 3,210.00	-	100.00%
130	SOUTH PED ALLEY SAN MH RECONSTRUCTION	LS	-	1.00	1.00	\$ 6,648.31	\$ 6,648.31	1.00	\$ 6,648.31	-	100.00%
131	TRUCKING AND DISPOSAL OF CONTAMINATED SOILS	LS	-	1.00	1.00	\$ 58,985.97	\$ 58,985.97	1.00	\$ 58,985.97	-	100.00%
132	TRAP ROCK	LS	-	1.00	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	-	100.00%
DIVISION 2											
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	\$ 3,420.00	38.00	\$ 3,420.00	-	100.00%
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	\$ 3,265.00	65.30	\$ 3,265.00	-	100.00%
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	-	1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	-	100.00%
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50	(13.14)	9.36	\$ 700.00	\$ 6,552.00	9.36	\$ 6,552.00	-	100.00%
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00	-	16.00	\$ 325.00	\$ 5,200.00	16.00	\$ 5,200.00	-	100.00%
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00	6.77	16.77	\$ 200.00	\$ 3,354.00	16.77	\$ 3,354.00	-	100.00%
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	5.00	9.00	\$ 115.00	\$ 1,035.00	9.00	\$ 1,035.00	-	100.00%
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00	2.00	6.00	\$ 425.00	\$ 2,550.00	6.00	\$ 2,550.00	-	100.00%
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY	-	27.30	27.30	\$ 183.15	\$ 5,000.00	27.30	\$ 5,000.00	-	100.00%
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	-	15.70	15.70	\$ 149.85	\$ 2,352.65	15.70	\$ 2,352.65	-	100.00%
D2.11	BOLLARDS	EA	-	4.00	4.00	\$ 555.00	\$ 2,220.00	4.00	\$ 2,220.00	-	100.00%
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	-	3.20	3.20	\$ 166.50	\$ 532.80	3.20	\$ 532.80	-	100.00%
D2.13	MOBILIZATION	LS	-	1.00	1.00	\$ 1,054.50	\$ 1,054.50	1.00	\$ 1,054.50	-	100.00%
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS	-	1.00	1.00	\$ 834.13	\$ 834.13	1.00	\$ 834.13	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,420,032.33

\$ 8,420,032.33

100.00%

CONTRACT PRICE DETAIL - Funding Break Down

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	Qty. Quantity Complete	Qty. Value of Work Complete	City - Sanitary Sewer Quantity Complete	City - Sanitary Sewer Value of Work Complete	S&B Quantity Complete	S&B Value of Work Complete	IMU - Water Quantity Complete	IMU - Water Value of Work Complete	TOTAL VALUE OF COMPLETED WORK
DIVISION 1															
1	AMENDED PLANTING SOIL	CY	352.00	-	352.00	\$ 85.00	352.00	\$ 29,920.00		\$ -		\$ -		\$ -	\$ 29,920.00
2	ENGINEERED SOIL	CY	140.00	-	140.00	\$ 80.00	140.00	\$ 11,200.00		\$ -		\$ -		\$ -	\$ 11,200.00
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00	(40.00)	320.00	\$ 265.00	320.00	\$ 84,800.00		\$ -		\$ -		\$ -	\$ 84,800.00
4	EXCAVATION, CLASS 10	CY	8,913.63	(328.13)	8,585.50	\$ 18.00	29.97	\$ 539.46		\$ -	7955.50	\$ 143,198.00		\$ -	\$ 143,738.46
5	SUBGRADE PREPARATION	SY	17,500.00	(3,194.61)	14,305.39	\$ 4.00	14,305.39	\$ 57,221.56		\$ -		\$ -		\$ -	\$ 57,221.56
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00	2,535.70	9,935.70	\$ 6.00	2535.70	\$ 15,214.20		\$ -	7400.00	\$ 44,400.00		\$ -	\$ 59,614.20
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00	(1,302.10)	16,197.90	\$ 12.50	16163.90	\$ 202,048.75		\$ -		\$ -	34.00	\$ 425.00	\$ 202,473.75
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00	1,689.79	7,114.79	\$ 10.50	7114.79	\$ 74,705.30		\$ -		\$ -		\$ -	\$ 74,705.30
9	TRENCH FOUNDATION	TON	100.00	(100.00)	-	\$ 55.00		\$ -		\$ -		\$ -		\$ -	\$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00	(700.00)	-	\$ 85.00		\$ -		\$ -		\$ -		\$ -	\$ -
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00	(249.00)	775.00	\$ 425.00		\$ -	775.00	\$ 329,375.00		\$ -		\$ -	\$ 329,375.00
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00	(6.00)	32.00	\$ 5,000.00		\$ -	32.00	\$ 160,000.00		\$ -		\$ -	\$ 160,000.00
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00	(2.00)	108.00	\$ 145.00	108.00	\$ 15,660.00		\$ -		\$ -		\$ -	\$ 15,660.00
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00	48.25	1,908.25	\$ 150.00	1,605.25	\$ 240,787.50		\$ -	300.00	\$ 45,000.00		\$ -	\$ 285,787.50
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00	-	455.00	\$ 175.00	455.00	\$ 79,625.00		\$ -		\$ -		\$ -	\$ 79,625.00
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00	(5.00)	265.00	\$ 200.00	265.00	\$ 53,000.00		\$ -		\$ -		\$ -	\$ 53,000.00
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00	-	380.00	\$ 275.00	380.00	\$ 104,500.00		\$ -		\$ -		\$ -	\$ 104,500.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00	(2.00)	1,108.00	\$ 30.00	1,108.00	\$ 33,240.00		\$ -		\$ -		\$ -	\$ 33,240.00
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00	461.00	4,811.00	\$ 25.00	461.00	\$ 11,525.00		\$ -	4350.00	\$ 108,750.00		\$ -	\$ 120,275.00
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00	51.00	1,271.00	\$ 28.00	51.00	\$ 1,428.00		\$ -		\$ -		\$ -	\$ 1,428.00
21	SUBDRAIN CLEANOUT	EA	25.00	3.00	28.00	\$ 1,000.00	3.00	\$ 3,000.00		\$ -		\$ -		\$ -	\$ 3,000.00
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00	6.00	46.00	\$ 275.00	6.00	\$ 1,650.00		\$ -	40.00	\$ 11,000.00		\$ -	\$ 12,650.00
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00	369.25	549.25	\$ 55.00	549.25	\$ 30,208.75		\$ -		\$ -		\$ -	\$ 30,208.75
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00	(522.80)	2,177.20	\$ 110.00		\$ -		\$ -		\$ -	2177.20	\$ 239,492.00	\$ 239,492.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00	390.00	1,852.00	\$ 15.00		\$ -		\$ -		\$ -	1852.00	\$ 27,780.00	\$ 27,780.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00	6.00	58.00	\$ 2,300.00		\$ -		\$ -		\$ -	58.00	\$ 133,400.00	\$ 133,400.00
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00		\$ -		\$ -		\$ -	2.00	\$ 7,000.00	\$ 7,000.00
28	WATER SERVICE CURB STOP AND BOX	EA	53.00	12.00	65.00	\$ 85.00		\$ -		\$ -		\$ -	65.00	\$ 5,525.00	\$ 5,525.00
29	TEMPORARY WATER SYSTEM	LS	1.00	(0.60)	0.40	\$ 165,000.00	0.20	\$ 33,000.00		\$ -		\$ -	0.20	\$ 33,000.00	\$ 66,000.00
30	VALVE, GATE, 6 INCH	EA	1.00	(1.00)	-	\$ 1,800.00		\$ -		\$ -		\$ -	0.00	\$ -	\$ -
31	VALVE, GATE, 8 INCH	EA	8.00	(2.00)	6.00	\$ 2,300.00		\$ -		\$ -		\$ -	6.00	\$ 13,800.00	\$ 13,800.00
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	2.00	5.00	\$ 7,000.00		\$ -		\$ -		\$ -	5.00	\$ 35,000.00	\$ 35,000.00
33	FIRE HYDRANT ASSEMBLY	EA	4.00	2.00	6.00	\$ 6,800.00		\$ -		\$ -		\$ -	6.00	\$ 40,800.00	\$ 40,800.00
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00	-	1.00	\$ 3,800.00		\$ -		\$ -		\$ -	1.00	\$ 3,800.00	\$ 3,800.00
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00	-	6.00	\$ 1,000.00		\$ -		\$ -		\$ -	6.00	\$ 6,000.00	\$ 6,000.00
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00	(3.00)	2.99693	\$ 7,100.00		\$ -	3.00	\$ 21,278.20		\$ -		\$ -	\$ 21,278.20
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00	-	15.00	\$ 5,500.00	15.00	\$ 82,500.00		\$ -		\$ -		\$ -	\$ 82,500.00
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00	-	6.00	\$ 8,800.00	6.00	\$ 52,800.00		\$ -		\$ -		\$ -	\$ 52,800.00
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00	-	1.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
40	INTAKE, SW-501	EA	28.00	(0.85)	27.14552	\$ 4,500.00		\$ -		\$ -		\$ -	27.14552	\$ 122,168.34	\$ 122,168.34
41	INTAKE, SW-511	EA	1.00	-	1.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -		\$ -		\$ -	\$ 4,500.00
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00	(4.00)	2.00	\$ 3,200.00	2.00	\$ 6,400.00		\$ -		\$ -		\$ -	\$ 6,400.00
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00	2.00	5.00	\$ 6,000.00	5.00	\$ 30,000.00		\$ -		\$ -		\$ -	\$ 30,000.00
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00	(1.00)	5.00	\$ 5,500.00	5.00	\$ 27,500.00		\$ -		\$ -		\$ -	\$ 27,500.00
45	REMOVE MANHOLE	EA	9.00	(4.00)	5.00	\$ 1,000.00	5.00	\$ 5,000.00		\$ -		\$ -		\$ -	\$ 5,000.00
46	REMOVE INTAKE	EA	18.00	(1.00)	17.00	\$ 1,000.00	17.00	\$ 17,000.00		\$ -		\$ -		\$ -	\$ 17,000.00
47	PAVEMENT, PCC, 7 IN	SY	3,700.00	(598.86)	3,101.14	\$ 65.00	3068.42	\$ 199,447.30		\$ -		\$ -	32.72	\$ 2,126.80	\$ 201,574.10
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00	702.70	11,602.70	\$ 85.00	11568.70	\$ 983,339.50		\$ -		\$ -	34.00	\$ 2,890.00	\$ 986,229.50
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00	(3.73)	246.27	\$ 130.00	246.27	\$ 32,015.10		\$ -		\$ -		\$ -	\$ 32,015.10
50	PCC CURB AND GUTTER, 2	LF	6,775.00	(2,752.00)	4,023.00	\$ 80.00	988.00	\$ 79,040.00		\$ -	3035.00	\$ 242,800.00		\$ -	\$ 321,840.00
51	CONCRETE MEDIAN	SY	55.00	32.00	87.00	\$ 100.00	87.00	\$ 8,700.00		\$ -		\$ -		\$ -	\$ 8,700.00
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00	169.70	5,019.70	\$ 12.00	5019.70	\$ 60,236.40		\$ -		\$ -		\$ -	\$ 60,236.40
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00	588.26	4,888.26	\$ 45.00	4888.26	\$ 219,971.70		\$ -		\$ -		\$ -	\$ 219,971.70
54	SIDEWALK, PCC, 6 INCH	SY	960.00	78.69	1,038.69	\$ 50.00	1038.69	\$ 51,934.50		\$ -		\$ -		\$ -	\$ 51,934.50
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00	6.34	176.34	\$ 95.00	176.34	\$ 16,752.30		\$ -		\$ -		\$ -	\$ 16,752.30
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00	14.65	4,239.65	\$ 25.00	4239.65	\$ 105,991.25		\$ -		\$ -		\$ -	\$ 105,991.25
57	DETECTABLE WARNING	SF	640.00	40.00	680.00	\$ 50.00	680.00	\$ 34,000.00		\$ -		\$ -		\$ -	\$ 34,000.00
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00	70.10	310.10	\$ 55.00	310.10	\$ 17,055.50		\$ -		\$ -		\$ -	\$ 17,055.50
59	PAVEMENT REMOVAL	SY	24,700.00	(313.68)	24,386.32	\$ 14.00	24346.82	\$ 340,655.48		\$ -		\$ -	39.50	\$ 553.00	\$ 341,208.48
60	STORAGE AGGREGATE	TON	5,420.00	(176.53)	5,243.47	\$ 40.00	0.00	\$ -		\$ -	5243.47	\$ 209,738.80		\$ -	\$ 209,738.80
61	FILTER AGGREGATE	TON	1,330.00	277.83	1,607.83	\$ 45.00	277.83	\$ 12,502.35		\$ -		\$ -		\$ -	\$ 12,502.35
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00	(32.70)	5,127.30	\$ 62.50	0.00	\$ -		\$ -		\$ -		\$ -	\$ 5,127.30
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00	(802.00)	1,298.00	\$ 25.00		\$ -		\$ -		\$ -		\$ -	\$ 1,298.00
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00	63.36	128.36	\$ 575.00	128.36	\$ 73,807.00		\$ -		\$ -		\$ -	\$ 73,807.00
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00	0.11	27.11	\$ 730.00	27.105	\$ 19,786.65		\$ -		\$ -		\$ -	\$ 19,786.65
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00	2.85	17.85	\$ 325.00	17.85	\$ 5,801.25		\$ -		\$ -		\$ -	\$ 5,801.25
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00	12.00	57.00	\$ 425.00	57.00	\$ 24,225.00		\$ -		\$ -		\$ -	\$ 24,225.00
68	TEMPORARY TRAFFIC CONTROL	LS	1.00	-	1.00	\$ 75,000.00	1.00	\$ 75,000.00		\$ -		\$ -		\$ -	\$ 75,000.00
69	SOD	SQ	100.00	(21.97)	78.03	\$ 75.00	78.03	\$ 5,852.25		\$ -		\$ -		\$ -	\$ 5,852.25
70	DECIDUOUS SHRUBS	EA	60.00	-	60.00	\$ 150.00	60.00	\$ 9,000.00		\$ -		\$ -		\$ -	\$ 9,000.00
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00	-	2,134.00	\$ 20.00	2134.00	\$ 42,680.00		\$ -		\$ -		\$ -	\$ 42,680.00
72	DECIDUOUS TREE	EA	43.00	-	43.00	\$ 550.00	43.00	\$ 23,650.00		\$ -		\$ -		\$ -	\$ 23,650.00
73	TREE GRATE AND FRAME	EA	24.00	-	24.00	\$ 500.00	24.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
74	SWPPP PREPARATION	LS	1.00	-	1.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ -		\$ -		\$ -	\$ 2,000.00
75	SWPPP MANAGEMENT	LS	1.00	-	1.00	\$ 13,500.00	1.00	\$ 13,500.00		\$ -		\$ -		\$ -	\$ 13,500.00
76	FILTER SOCK, 8 INCH	LF	1,500.00	1,508.00	3,008.00	\$ 2.50	3008.00	\$ 7,520.00		\$ -		\$ -		\$ -	\$ 7,520.00
77	TEMPORARY RECP, TYPE 3 A	SY	270.00	(270.00)	-	\$ 3.00		\$ -		\$ -		\$ -		\$ -	\$ -

78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00	(1.83)	0.17	\$ 2,000.00	0.17	\$ 340.00	\$ -	\$ -	\$ -	\$ 340.00
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00	(5.00)	36.00	\$ 265.00	36.00	\$ 9,540.00	\$ -	\$ -	\$ -	\$ 9,540.00
80	VAULT, FILL	EA	1.00	4.11	5.11	\$ 7,400.00	5.11	\$ 37,814.00	\$ -	\$ -	\$ -	\$ 37,814.00
81	CISTERN ABANDONMENT	EA	3.00	-	3.00	\$ 8,000.00	3.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00
82	MOBILIZATION	LS	1.00	-	1.00	\$1,000,000.00	1.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00
83	CONCRETE WASHOUT	LS	1.00	-	1.00	\$10,000.00	1.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-	-	-	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-	-	-	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
87	STEEL BENCH	EA	9.00	-	9.00	\$ 3,250.00	9.00	\$ 29,250.00	\$ -	\$ -	\$ -	\$ 29,250.00
88	LITTER RECEPTACLE	EA	6.00	-	6.00	\$ 3,000.00	6.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00
89	BIKE RACK	EA	6.00	-	6.00	\$ 925.00	6.00	\$ 5,550.00	\$ -	\$ -	\$ -	\$ 5,550.00
90	EVENT POWER PEDESTAL	EA	7.00	-	7.00	\$ 1,500.00	7.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
91	1" CONCRETE BAND	LF	1,270.00	1,914.10	3,184.10	\$ 35.00	3,184.10	\$ 111,443.50	\$ -	\$ -	\$ -	\$ 111,443.50
92	PLANTER CURB	LF	430.00	55.50	485.50	\$ 85.00	485.50	\$ 41,267.50	\$ -	\$ -	\$ -	\$ 41,267.50
93	SEAT WALL	LF	108.00	-	108.00	\$ 125.00	108.00	\$ 13,500.00	\$ -	\$ -	\$ -	\$ 13,500.00
94	BIO-RETENTION ROCK CHAMBER	TON	35.00	21.40	56.40	\$ 100.00	\$ -	\$ -	56.40	\$ 5,640.00	\$ -	\$ 5,640.00
95	RAIN GUARDIAN TURRET	EA	5.00	-	5.00	\$ 7,500.00	\$ -	\$ -	5.00	\$ 37,500.00	\$ -	\$ 37,500.00
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00	-	5.00	\$ 1,400.00	\$ -	\$ -	5.00	\$ 7,000.00	\$ -	\$ 7,000.00
97	SALVAGE STREET LIGHT POLE	EA	12.00	2.00	14.00	\$ 350.00	14.00	\$ 4,900.00	\$ -	\$ -	\$ -	\$ 4,900.00
98	PLANTER POT	EA	4.00	-	4.00	\$ 2,125.00	4.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00
99	GFCI RECEPTACLE	EA	32.00	-	32.00	\$ 950.00	32.00	\$ 30,400.00	\$ -	\$ -	\$ -	\$ 30,400.00
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00	-	52.00	\$ 1,650.00	52.00	\$ 85,800.00	\$ -	\$ -	\$ -	\$ 85,800.00
101	SERVICE CABINET	EA	2.00	-	2.00	\$ 4,350.00	2.00	\$ 8,700.00	\$ -	\$ -	\$ -	\$ 8,700.00
102	HANDHOLE	EA	59.00	11.00	70.00	\$ 750.00	70.00	\$ 52,500.00	\$ -	\$ -	\$ -	\$ 52,500.00
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00	(34.51)	1,664.49	\$ 10.50	1,664.49	\$ 17,477.15	\$ -	\$ -	\$ -	\$ 17,477.15
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00	(123.04)	6,549.96	\$ 12.50	6,549.96	\$ 81,874.50	\$ -	\$ -	\$ -	\$ 81,874.50
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00	(37.00)	613.00	\$ 16.50	613.00	\$ 10,114.50	\$ -	\$ -	\$ -	\$ 10,114.50
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00	147.50	1,092.50	\$ 21.00	1,092.50	\$ 22,942.50	\$ -	\$ -	\$ -	\$ 22,942.50
107	1-1/2" HDPE CONDUIT HDD	LF	866.00	-	866.00	\$ 24.00	866.00	\$ 20,784.00	\$ -	\$ -	\$ -	\$ 20,784.00
108	#6 AWG CONDUCTOR	LF	26,943.00	(70.00)	26,873.00	\$ 2.00	26,873.00	\$ 53,746.00	\$ -	\$ -	\$ -	\$ 53,746.00
109	#8 AWG CONDUCTOR	LF	5,216.00	1,295.50	6,511.50	\$ 1.50	6,511.50	\$ 9,767.25	\$ -	\$ -	\$ -	\$ 9,767.25
110	#10 AWG CONDUCTOR	LF	3,661.00	(42.00)	3,619.00	\$ 1.50	3,619.00	\$ 5,428.50	\$ -	\$ -	\$ -	\$ 5,428.50
111	#12 AWG CONDUCTOR	LF	1,244.00	(831.00)	413.00	\$ 1.25	413.00	\$ 516.25	\$ -	\$ -	\$ -	\$ 516.25
112	YARD HYDRANT	EA	16.00	0.50	16.50	\$ 2,300.00	16.50	\$ 37,950.00	\$ -	\$ -	\$ -	\$ 37,950.00
113	PERMEABLE PAVER MONITORING WELL	EA	6.00	3.00	9.00	\$ 2,000.00	3.00	\$ 6,000.00	\$ -	6.00	\$ 12,000.00	\$ 18,000.00
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS	-	1.00	1.00	\$ 3,496.50	1.00	\$ 3,496.50	\$ -	\$ -	\$ -	\$ 3,496.50
115	TEMPORARY STORM SEWER	LS	-	1.00	1.00	\$10,323.00	1.00	\$ 10,323.00	\$ -	\$ -	\$ -	\$ 10,323.00
116	CLAY PIPE CONNECTIONS	LS	-	1.00	1.00	\$21,645.00	1.00	\$ 21,645.00	\$ -	\$ -	\$ -	\$ 21,645.00
117	METER PIT	EA	-	4.00	4.00	\$ 5,355.75	4.00	\$ 21,423.00	\$ -	\$ -	\$ -	\$ 21,423.00
118	ONE MAJOR MANHOLE ADJUSTMENT	LS	-	2.00	2.00	\$ 5,550.00	2.00	\$ 11,100.00	\$ -	\$ -	\$ -	\$ 11,100.00
119	TEMPORARY PARKING LOT ACCESS	LS	-	1.00	1.00	\$15,663.64	1.00	\$ 15,663.64	\$ -	\$ -	\$ -	\$ 15,663.64
120	WATER SERVICE TYPE K COPPER 1"	EA	-	2.00	2	\$ 3,330.00	2	\$ 6,660.00	\$ -	\$ -	\$ -	\$ 6,660.00
121	WATER SERVICE COMING INTO BUILDING	EA	-	2.00	2	\$ 1,609.50	2.00	\$ 3,219.00	\$ -	\$ -	\$ -	\$ 3,219.00
122	EXPLORATORY DIGGING	EA	-	1.00	1	\$ 6,218.00	0.32	\$ 2,000.00	\$ -	\$ -	0.68	\$ 6,218.00
123	MISH MASH CANOPY WALK	LS	-	1.00	1	\$19,387.26	1.00	\$ 19,387.26	\$ -	\$ -	\$ -	\$ 19,387.26
124	WATERMAIN LOWERING	LS	-	1.00	1	\$ 7,770.00	1.00	\$ 7,770.00	\$ -	\$ -	\$ -	\$ 7,770.00
125	MODIFYING STORM INTAKES AND REINFORCE PAVING	LS	-	1.00	1	\$13,264.50	1.00	\$ 13,264.50	\$ -	\$ -	\$ -	\$ 13,264.50
126	HYDRO-EXCAVATE FOR SANITARY REPAIR	LS	-	1.00	1	\$18,925.00	0.00	\$ -	1.00	\$ 18,925.00	\$ -	\$ 18,925.00
127	FLOWABLE BACKFILL	LF	-	1.00	1	\$ 700.00	0.00	\$ -	1.00	\$ 700.00	\$ -	\$ 700.00
128	8" LINED DIP	LF	-	22.00	22	\$ 275.00	0.00	\$ -	22.00	\$ 6,050.00	\$ -	\$ 6,050.00
129	8"x6" LINED DIP SERVICE WYE	EA	-	2.00	2	\$ 1,605.00	0.00	\$ -	2.00	\$ 3,210.00	\$ -	\$ 3,210.00
130	SOUTH PED ALLEY SAN MH RECONSTRUCTION	LS	-	1.00	1	\$ 6,646.31	0.00	\$ -	1.00	\$ 6,646.31	\$ -	\$ 6,646.31
131	TRUCKING AND DISPOSAL OF CONTAMINATED SOILS	LS	-	1.00	1	\$58,985.97	1.00	\$ 58,985.97	\$ -	\$ -	\$ -	\$ 58,985.97
132	TRAP ROCK	LS	-	1.00	1	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
DIVISION 2												
D2.1	FULL DEPTH PATCHES	SY	30.00	-	30.00	\$ 90.00	38.00	\$ 3,420.00	\$ -	\$ -	\$ -	\$ 3,420.00
D2.2	PAVEMENT REMOVAL	SY	30.00	8.00	38.00	\$ 50.00	65.30	\$ 3,265.00	\$ -	\$ -	\$ -	\$ 3,265.00
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	35.30	36.30	\$ 2,875.00	1.00	\$ 2,875.00	\$ -	\$ -	\$ -	\$ 2,875.00
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50	-	22.50	\$ 700.00	9.36	\$ 6,552.00	\$ -	\$ -	\$ -	\$ 6,552.00
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00	(13.14)	2.86	\$ 325.00	16.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 5,200.00
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00	-	10.00	\$ 200.00	16.77	\$ 3,354.00	\$ -	\$ -	\$ -	\$ 3,354.00
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	6.77	10.77	\$ 115.00	9.00	\$ 1,035.00	\$ -	\$ -	\$ -	\$ 1,035.00
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00	5.00	9.00	\$ 425.00	6.00	\$ 2,550.00	\$ -	\$ -	\$ -	\$ 2,550.00
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY	2.00	-	2.00	\$ 183.15	27.30	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	27.30	27.30	54.60	\$ 149.85	15.70	\$ 2,352.65	\$ -	\$ -	\$ -	\$ 2,352.65
D2.11	BOLLARDS	EA	15.70	15.70	31.40	\$ 555.00	4.00	\$ 2,220.00	\$ -	\$ -	\$ -	\$ 2,220.00
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	4.00	4.00	8.00	\$ 166.50	3.20	\$ 532.80	\$ -	\$ -	\$ -	\$ 532.80
D2.13	MOBILIZATION	LS	3.20	3.20	6.40	\$ 1,054.50	1.00	\$ 1,054.50	\$ -	\$ -	\$ -	\$ 1,054.50
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	1.00	2.00	\$ 834.13	1.00	\$ 834.13	\$ -	\$ -	\$ -	\$ 834.13

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: The City of Indianola
Engineer: Bolton & Menk
Contractor: Absolute Group
CITY SQUARE
Project: RECONSTRUCTION
Contract Name:

Owner's Project No.:
Engineer's Project No.: T62.121517
Contractor's Project No.:

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: 12/1/2024

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Section 1080, 1.14 of the SUDAS Specifications.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Punchlist and monitor list.

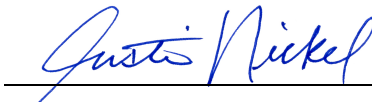
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

The following documents are available for the Owner via provided download links:

As-Built Drawings, construction photographs, all test reports, utility televising video.

Engineer

By (signature):



Name (printed):

Justin Nickel, P.E.

Title:

Project Manager, Bolton and Menk

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City of Indianola
RESOLUTION NO. 2024

**RESOLUTION APPROVING THE FINAL PAYMENT, RETAINAGE RELEASE,
AND FINAL ACCEPTANCE OF THE DOWNTOWN SQUARE RECONSTRUCTION PROJECT**

WHEREAS, the Downtown Square Reconstruction Project has been completed in accordance with the contract documents by Absolute Concrete Construction Inc.; and

WHEREAS, the Engineer, Bolton & Menk, has reviewed the completed work and recommends final acceptance of the project; and

WHEREAS, Payment Application Number 33 in the amount of \$16,897.11 has been submitted and verified to reflect work performed; and

WHEREAS, the retainage amount of \$421,001.62 is due for release following the 30-day statutory period established in the contract;

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

Section 1. Payment Application Number 33 in the amount of \$16,897.11 is hereby approved.

Section 2. The retainage amount of \$421,001.62 is authorized for release following the 30-day statutory period.

Section 3. The Downtown Square Reconstruction Project is hereby accepted as final.

Section 4. That all amounts due to the contractor are hereby ordered to be paid in accordance with the contract procedures prescribed by the Code of Iowa.

Section 5. That all resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution approving the bylaws for the Safety Committee.

Recommendation: On October 16, 2024, this draft was voted on and approved by the Safety Committee to move to the Department Heads for input and then to the City Council for approval. Roll call is in order.

- Attachments:**
- 1. Res 2024- Safety Committee Bylaws
 - 2. Safety Committee Bylaws

City of Indianola
RESOLUTION NO. 2024 -

RESOLUTION APPROVING THE BYLAWS FOR THE SAFETY COMMITTEE

WHEREAS, the City of Indianola, Iowa and Indianola Municipal Utilities have formed an employee Safety Committee; and

WHEREAS, the Safety Committee has established a mission statement and bylaws as attached.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the mission statement and bylaws for the Safety Committee are hereby approved as attached.

Approved this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk

City of Indianola & IMU Safety Committee

Mission Statement

The mission of the City of Indianola & IMU Safety Committee is to support the organizational missions for the City and Indianola Municipal Utilities. The committee will develop and promote a healthy, safe environment for all employees and visitors to our facilities through education, communication, and appropriate behavior.

Safety Committee Goals

The City of Indianola and IMU Safety Committee is established to assist in achieving a safe environment. The committee's primary goal is to have zero incidents, accidents, and injuries. The Committee, through its representatives, will set specific goals to accomplish the following key activities:

- Demonstrate accountability and commitment to achieving a safe workplace.
- Involve staff in achieving and maintaining a safe workplace by identifying and addressing hazards and unsafe work practices.
- Ensure that incidents and "near misses" are investigated to determine root causes and develop corrective action plans.
- Keep accurate records of committee activities and recommendations.
- Periodically evaluate the committee's strengths and weaknesses.

Safety Committee Activities

- Conduct health and safety inspections of operations and facilities, identify safety hazards, and recommend corrective measures.
- Review accident/incident trends (types of accidents, causes and occupations) which will be used to identify and suggest appropriate corrective actions.
- Assist in development and implementation of effective health and safety awareness programs.
- Encourage feedback from all individuals regarding health and safety related ideas, problems, and solutions.
- Serve as an advisory body to City and IMU leadership on health and safety issues.

Safety Committee Member Responsibilities

- Learn, follow, and actively promote health and safety.
- Serve as an example by following all safety rules and work practices.
- Attend committee meetings and be punctual.
- Bring safety or health concerns and potential resolutions to committee meetings.
- Communicate committee activities to departments, buildings, organizations.
- Serve on project teams and/or sub-committees.

Employee Responsibilities

- Learn, follow, and actively promote health and safety.
- Bring health or safety concerns to the attention of the Department Head or Supervisor immediately upon knowledge.
- Report any workplace injuries immediately.
- Learn and follow all health and safety rules and procedures.
- Attend and complete all health and safety training courses relevant to their job duties.



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution approving the residential anti-displacement and relocation assistance plan in accordance with the CDBG Grant.

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

- Attachments:**
- 1. Res 2024- Approving residential anti-displacement and relocation assistance plan
 - 2. residential_anit-displacement_and_relocation_assistance_plan_[rara]

City of Indianola
RESOLUTION NO 2024-

**RESOLUTION APPROVING THE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION
ASSISTANCE PLAN IN ACCORDANCE WITH THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

WHEREAS, the Indianola City Council approved Resolution 2024-127 authorizing the Mayor to execute the Iowa Economic Development Authority Community Development Block Grant (CDBG) program contract on March 4, 2024; and

WHEREAS, the City of Indianola prepared the Residential Anti-displacement and Relocation Assistance Plan with the Housing and Community Development Act of 1974; and

WHEREAS, Iowa Economic Development Authority (IEDA) has awarded the City of Indianola a Community Development Block Grant (CDBG) in an amount not to exceed \$650,000 for exterior renovations of downtown building facades improvement; and

WHEREAS, the grant requires the City to comply with CDBG procurement standards; and

WHEREAS, the City Council finds it necessary to certify compliance of the CDBG procurement standards in the form attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Indianola City Council hereby approves the residential plan in accordance with the Iowa Economic Development Authority Community Development Block Grant.

Approved this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan is prepared by *City of Indianola* in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, *City of Indianola* will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

City of Indianola will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The *City of Indianola* will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375. Before entering into a

contract committing *City of Indianola* to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, *City of Indianola* will make public by posting a notice at City Hall and submit to the Iowa Economic Development Authority (IEDA) the following information in writing:

A description of the proposed assisted project;

The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;

A time schedule for the commencement and completion of the demolition or conversion;

To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.

NOTE: See also 24 CFR 42.375(d).

5. The source of funding and a time schedule for the provision of the replacement dwelling units;

The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, *City of Indianola* will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the *City of Indianola* may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The *Deputy City Manager, Wade Wagoner, 515-961-9410* is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The *[City of Indianola]* is responsible for providing relocation payments and other relocation assistance to any lower lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by *the City of Indianola* this 19th day of December, 2024

Signed _____

Name, Title: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Resolution approving a lease termination agreement by and between the City of Indianola and Regions Bank.

Recommendation: Roll call is in order.

Attachments:

1. Res 2024- Lease Termination Agreement_Regions Bank
2. Regions Indianola Lease Termination Agreement

City of Indianola
RESOLUTION NO 2024-

**RESOLUTION APPROVING A LEASE TERMINATION AGREEMENT
BY AND BETWEEN THE CITY OF INDIANOLA AND REGIONS BANK**

WHEREAS, the City of Indianola (Landlord) and Regions Bank (Tenant) are parties to a Lease Agreement in connection with certain premises located at 114 North Howard Street; and

WHEREAS, it is the desire of the Landlord and Tenant to terminate the Lease Agreement prior to the current expected expiration date of the Term of the Lease, upon certain terms and conditions as set forth in the attached Lease Termination Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Indianola, Iowa does hereby approve the Lease Termination Agreement and the Mayor, or Mayor Pro Tem, is hereby authorized to execute said agreement on behalf of the City of Indianola.

Passed and approved this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this “Agreement”) is entered into as of _____, 2024 (the “Execution Date”), by and between **THE CITY OF INDIANOLA, IOWA**, a municipal corporation, as assignee and successor in title to **ANTHONYMARISSACRISTINA, LLC**, a California limited liability company (“Landlord”), and **REGIONS BANK**, an Alabama state banking corporation (“Tenant”).

RECITALS

A. Landlord and Tenant are the current parties to that certain Lease Agreement dated June 15, 2005, as amended by that certain Amendment to Lease Agreement dated September 11, 2006, and further amended by that certain Second Amendment to Lease Agreement dated October 3, 2018 (collectively the “Lease”), in connection with certain premises located at 114 N. Howard, Indianola, Iowa 50125, as more fully described in the Lease (the “Premises”). Unless otherwise defined herein, capitalized terms shall have the meanings assigned to them in the Lease.

B. It is the desire of Landlord and Tenant to terminate the Lease prior to the current expected expiration of the Term of the Lease, upon certain terms and conditions, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Landlord and Tenant do hereby agree as follows:

1. **TERMINATION OF LEASE**. Landlord and Tenant hereby acknowledge and agree that, effective as of April 11, 2025 (the “Termination Date”), the Lease is hereby terminated with neither party having any further rights, duties or obligations thereunder, except as otherwise provided herein. The parties acknowledge and agree that the termination of the Lease pursuant to this Agreement is a mutual termination that has been agreed upon by the parties.

2. **MUTUAL RELEASE**. Effective as of the Termination Date, Landlord and Tenant, in consideration of the benefits described in this Agreement, release and discharge each other from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities, grievances, or civil actions arising under the Lease prior to or as of the Termination Date; provided, however, that this release specifically excludes any claim arising out of or in connection with a breach of this Agreement.

3. **ESTOPPEL**. Landlord acknowledges and agrees that, as of the Execution Date and to its actual knowledge, Tenant is not in default under any of the terms of the Lease and Landlord has no outstanding claims against Tenant in respect of Tenant’s obligations under the Lease. Tenant acknowledges and agrees that, as of the Execution Date and to its actual knowledge, Landlord is not in default under any of the terms of the Lease and Tenant has no outstanding claims against Landlord in respect of Landlord’s obligations under the Lease.

4. **GENERAL PROVISIONS.**

(a) This Agreement shall be governed by the internal laws of the State of Iowa and without regard to and excluding its principles of conflicts of laws.

(b) Landlord hereby represents and warrants that the entity identified as Landlord herein and on whose behalf this Agreement is executed is the sole entity that is the Landlord under the Lease and that no signatures, authorizations, approvals or consents are necessary for purposes of this Agreement to become effective (or such approvals and consents have been obtained). Tenant hereby represents and warrants that the entity identified as Tenant herein and on whose behalf this Agreement is executed is the sole entity that is the Tenant under the Lease and that no signatures, authorizations, approvals or consents are necessary for purposes of this Agreement to become effective (or such approvals and consents have been obtained).

(c) The parties further agree that upon request, they shall perform such further acts, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary or desirable from time to time to evidence, confirm or carry out the intent and purposes of this Agreement.

(d) There shall be no termination fee due in connection with this Agreement.

(e) Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Termination Date in AS-IS condition, without representation or warranty.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., PDF or similar format), are true and valid signatures for all purposes hereunder and shall bind the parties hereto to the same extent as that of an original signature.

(g) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors.

(h) This Agreement shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

(i) In the event that any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not impact any other terms or provisions of this

Agreement, with such other terms and provisions to survive, and this Agreement shall be construed as if such invalid, illegal, or unenforceable terms or provisions had never been contained herein.

(j) The identity of the draftsman shall not be utilized in the interpretation of any provision of this Agreement, nor shall this Agreement be construed against the draftsman or the party responsible for preparing this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first above written.

LANDLORD:

CITY OF INDIANOLA, IOWA,
a municipal corporation

Witnesses:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Its: Mayor

TENANT:

REGIONS BANK,
an Alabama state banking corporation

Witnesses:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Its: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Resolution appointing Wade Wagoner to the position of interim city manager.

Recommendation: There will be a vacancy in the position of City Manager at the end of December. Therefore, it is necessary for the Council to appoint an interim City Manager as drafted in the attached resolution.

Roll call is in order.

Attachments: 1. Res 2024- Appointing Interim City Manager

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPOINTING WADE WAGONER TO THE POSITION OF
INTERIM CITY MANAGER**

WHEREAS, the position of City Manager for the City of Indianola will be open upon Benjamin Reeves taking a position with another city; and

WHEREAS, the City Council of the City of Indianola has determined that it is in the best interest of the City of Indianola, Iowa, to appoint an Interim City Manager to fill the position during the time until a new City Manager is hired; and

WHEREAS, the City Council of the City of Indianola desires to appoint Wade Wagoner as Interim City Manager of the City of Indianola, Iowa; and

WHEREAS, Wade Wagoner is currently employed as the Deputy City Manager – Development and Operations of the City of Indianola, Iowa; and

WHEREAS, during the interim appointment, Wade Wagoner will be performing both responsibilities until a new City Manager is hired.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola that Wade Wagoner is hereby the candidate selected as Interim City Manager of the City of Indianola, Iowa.

BE IT FURTHER RESOLVED that the duties of Wade Wagoner as Interim City Manager for the City of Indianola shall begin December 29, 2024, and terminate upon the hiring of a new City Manager, at which time he will revert to the position of Deputy City Manager – Development and Operations.

DATED 19th day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 19, 2024

Subject: Resolution authorizing the termination of an intergovernmental agreement between the City of Indianola and the Greater Des Moines Convention and Visitors Bureau.

Recommendation: At the December 2, 2024, Council meeting, staff was directed to prepare the attached resolution for the Council's consideration. Also included in the packet is a letter that will be sent to the members of the Greater Des Moines Convention and Visitors Bureau should the Council pass the resolution.

Roll call is in order.

Attachments:

1. Catch Des Moines Termination Letter
2. Res 2024- Terminating Agreement GDMCVB



December 19, 2024

Dear Catch Des Moines Partner,

The City of Indianola has been a member of the Greater Des Moines Convention and Visitors Bureau (CVB) since November 30, 2012. During that time, the CVB and its members have been valuable partners in the attraction of conventions and tourism in the region.

Indianola's unique position in the region has presented us with a unique set of challenges in trying to balance the specific needs of our community while still being actively engaged with the Des Moines Metropolitan Area. It is that need for balance that has brought us to examine our partnership with regional organizations and to make sure that we are continuing to make the best financial decisions for our community. To that end, the Indianola City Council approved a resolution on December 19, 2024, to withdraw from the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area, dated May 13, 1985. Pursuant to Article XI of the Intergovernmental Agreement, we are providing written notice of the City of Indianola's withdrawal to the other governmental entities and to the CVB. In accordance with the Agreement, this withdrawal will become effective July 1, 2026.

It is the City of Indianola's intention to continue conversations with the CVB Board to find a way to continue partnership with the organization that is equitable for all parties. We value our partnership with CVB and look forward to continuing our work together.

Respectfully,



City of Indianola
RESOLUTION NO 2024-

**RESOLUTION APPROVING THE CITY OF INDIANOLA'S WITHDRAWAL FROM THE
INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND
CONVENTION ACTIVITIES IN THE GREATER DES MOINES, IOWA AREA**

WHEREAS, the City of Indianola, Iowa entered into an Intergovernmental Agreement with the Greater Des Moines Convention and Visitor's Bureau, Polk County, and other municipalities to promote tourism and convention activities for the Indianola community; and

WHEREAS, two-sevenths (2/7) of the revenues from the Hotel-Motel Tax received by the City of Indianola are being distributed to the Greater Des Moines Convention and Visitor's Bureau in accordance with the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities; and

WHEREAS, it is the City of Indianola's desire to withdraw from the Intergovernmental Agreement for the promotion of tourism and convention activities with the Greater Des Moines Convention and Visitor's Bureau pursuant to Article XI of the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area as first recorded with the Polk County Recorder's Office on May 13, 1985 in Book 5452, Page 479.

NOW, THEREFORE, BE IT RESOLVED, by the Indianola City Council that the City of Indianola formally withdraws from the Greater Des Moines Convention and Visitor's Bureau as set forth pursuant to Article XI of the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area, and that notice be sent to the Greater Des Moines Convention and Visitor's Bureau and each of the other governmental entity members. The effective date of the withdrawal shall be July 1, 2026.

Passed and approved this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution approving the site plan for Indianola Veterinary Clinic at 2201 North Jefferson Way.

Recommendation: Roll call is in order.

Attachments:

1. CC_Staff Report_Indianola Vet Clinic_SP_121924
2. 24-048 Vet Clinic Site Plan
3. RES_IndianolaVetClinic_SP



CITY COUNCIL STAFF REPORT

PROJECT: Indianola Veterinary Clinic Parking Lot Improvements – Site Plan

PREPARED BY: Bill Mettee – Associate Planner

REPORT DATE: December 11, 2024

MEETING DATE: December 19, 2024

GENERAL INFORMATION

Applicant / Owner:

IVC Properties, LLC

Owner's Representative:

Wally Pelds, P.E., Pelds Design Services

Request:

The applicant is requesting approval of a site plan for improvements to a commercial development.

Location and Size:

Property is located north of Trail Ridge Avenue and west of North Jefferson Way, containing approximately 4.50-acres.

AREA MAP



ABOVE: Aerial of subject property (outlined in **RED**) in relation to the surrounding area.

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Indianola Veterinary Clinic	Regional Mixed Use / Low-Density Residential	C-2 (Highway Commercial District) and A-1 (Agricultural / Open Space District)
North	Vacant / Undeveloped	Low-Density Residential	C-2 (Highway Commercial District)
South	Emerald Bay Development	Planned Unit Development	PUD (Planned Unit Development District)
East	Hardee's Restaurant	Regional Mixed Use	C-2 (Highway Commercial District)
West	Vacant / Undeveloped	Low-Density Residential	A-1 (Agricultural / Open Space District)

PROJECT DESCRIPTION

The site plan identifies improvements to the existing Indianola Veterinary Clinic. The entrance way from North Jefferson Way into the site will be removed as well as the entire parking area within the site. The parking lot will be expanded and reconfigured due to the extension of Trail Ridge Avenue.

The site currently shows 33,661 square feet of impervious surface. Once the improvements are completed, the site will have 76,506 square feet of impervious surface. This is an increase of 42,845 square feet, or a 21.8% increase of pavement. This equates to 1.75-acres of impervious surface.

The site plan requires a total of 41 parking spaces and the applicant is providing 62 parking spaces, including three (3) accessible spaces.

LOTS AND ZONING

The Indianola Veterinary Clinic owns eight (8) parcels of land. One parcel is zoned C-2 and seven parcels are zoned A-1. The improvements are proposed to take place over at least six of the lots and two different zoning districts. The applicant has been asked to provide a final plat to combine the lots and to rezone the A-1 parcels to C-2 so all the improvements are on one lot and one zoning district. This will also help in the future when Fairacres is rezoned and replatted for development.

Additionally, according to the Indianola City Code, veterinary services are not a permitted or special use in the A-1 zoning district. Allowing the site plan expansion of a veterinary clinic and associated uses, including parking into an A-1 district would ultimately create a non-conformity. This would be remedied by a rezoning of the A-1 lots to C-2 to match the existing vet clinic facility.

Table I below summarizes the bulk regulations that are applicable to the proposed development. The site plan demonstrates compliance with the bulk regulations.

Table I: Bulk Regulations for the C-2 / A-1 Districts

Category	C-2 / M-2 (minimum)	
Front Yard Setback	40 feet	40 feet
Rear Yard Setback	10 feet	35 feet
Side Yard Setback	10 feet	10 feet
Maximum Height Stories	50 feet	35 feet

ACCESS AND STREETS

Access into the site will be provided with two access drives from the south off the new extension of Trail Ridge Avenue. The street extension was approved with the Emerald Bay Construction Drawings.

SIDEWALKS/TRAILS

A 5-foot-wide sidewalk will be required along the south property line to connect to the pedestrian connection shown at the intersection of North Jefferson Way and Trail Ridge Avenue. A pedestrian sidewalk will be required into the site from the public sidewalk. This pedestrian connection at the intersection was approved as part of the Emerald Bay Construction Drawings. The sidewalk is not shown on the site plan.

UTILITIES

The site is serviced with all public utilities, Stormwater detention will be provided with a dry basin to the north of the clinic. The applicant has not yet provided stormwater calculations for review in accordance with Chapter 165.06(4)(b).

LANDSCAPE AND OPEN SPACE

The site plan is required to provide 20% open space. Currently, the site provides 82.8% open space and once the improvements are completed, the site will provide 61.0% open space. The applicant has not yet submitted a landscape plan showing compliance with Chapter 165.08 – Open Space, Landscaping and Buffering.

STAFF RECOMMENDATION

At the time this report was written, staff is not comfortable providing a recommendation to the City Council. The Planning and Zoning Commission recommended approving the site plan subject to all remaining staff comments. The applicant will be required to submit a storm water management plan, a landscaping plan, a rezoning application and a final plat in addition to staff's first review comments which were sent to the engineer on December 11, 2024.

SITE ADDRESS

2201 N JEFFERSON WAY
INDIANOLA, IOWA 50125

SITE AREA

4.50 ACRES (196,234 SQ.FT.)

ZONING

EXISTING: C-2
PROPOSED: C-2
ADJACENT ZONING:
NORTH: A-1
EAST: NA
SOUTH: PUD
WEST: A-1

SETBACKS

40' - PRIMARY FRONTAGE BUILD-TO-ZONE (SOUTH PROPERTY LINE)
40' - NON-PRIMARY FRONTAGE BUILD-TO-ZONE (EAST PROPERTY LINE)
10' - INTERIOR SIDE SETBACK (WEST PROPERTY LINE)
10' - REAR SETBACK (NORTH PROPERTY LINE)

BUILDINGS

EXISTING: 1

BUILDING USES

VETRINARY CLINIC

BUILDING HEIGHT

MAX BUILDING HEIGHT: 50'
PROPOSED HEIGHT: N/A

OPEN SPACE

EXISTING: 82.8% (162,525 SQ.FT.)
PROPOSED: 61.0% (120,188 SQ.FT.)
REQUIRED: 20% (39,246 SQ. FT.)

IMPERVIOUS SPACE

EXISTING: 17.2% (33,661 SQ.FT.)
PROPOSED: 39.0% (76,506 SQ.FT.)

PARKING

REQUIRED: 41 SPACES (1 SQ.FT. BLDG. = 8100/200)
62 SPACES (INCLUDING 3 HANDICAP PARKING STALLS)

DISTURBED AREAS

ESTIMATED: 65,447 SQ.FT.
ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED.
THE DISTURBED AREA FOR THIS SITE IS GREATER THAN 1 ACRE, THEREFORE A NPDES PERMIT IS REQUIRED.

LEAKING UNDERGROUND STORAGE TANKS

THIS SITE IS NOT A LUST SITE AND THERE ARE NO LUST SITES WITHIN 500FT OF THE SITE

FLOODPLAIN

PER FEMA MAP #19181C0168F, THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD

IOWA ONECALL CONTACT LIST:

(M51G) MIDAMER-GAS
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Contact Phone: 5152526972
Contact Email: MECDSDesignLocates@midamerican.com

(CTUA01) CENTURYLINK
Contact Name : SADIE HULL
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(IDA) INDIANOLA MUNICIPAL UTILITIES
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(MC1) VERIZON
Contact Name : John Bachelder
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(WARRIA1) MEDIACOM
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Contact Email: JBROUGHTON@MEDIACOMCC.COM

(WCG) CENTURYLINK
Contact Name : Tech On Duty
Contact Phone: 8773668344
Contact Email: Nationalrelo@Centurylink.com

DEVELOPER

SUNSTONE INVESTMENTS LLC
7481 US HWY 65
INDIANOLA, IA 50125
PROJECT CONTACT: JESSE ROGNES
PHONE: 515-290-8052
EMAIL: JWROGNES@SYNERGYCONTRACTING.NET

CITY CONTACT

CITY OF INDIANOLA
110 N 1ST ST
INDIANOLA, IA 50125
PROJECT CONTACT: BILL METTEE
PHONE: 515-962-5276
EMAIL: BMETTEE@INDIANOLA.IOWA.GOV

ENGINEER/ LAND SURVEYOR

PELDS DESIGN SERVICES
2323 DIXON ST
DES MOINES, IOWA 50316
PROJECT CONTACT: ELARA JONDLE
PHONE: (515) 265-8196
EMAIL: ELARA@PELDS.COM

LEGEND:

F.F. FINISHED FLOOR
+/- MORE OR LESS
123.45G GUTTER ELEVATION
123.45TC TOP OF CURB ELEVATION
123.45/ 123.45 EXISTING/ PROPOSED ELEVATION
FL FLOWLINE ELEVATION
CONTROL POINT
CALCULATED CORNER
FOUND CORNER

▲ CALCULATED SECTION CORNER
▽ FOUND SECTION CORNER
□ PARKING SPACE
SIGN
STREET LIGHT
POWER POLE
LIGHT POLE
AREA LIGHT
ELEC. TRANSFORMER
ELEC. METER
ELEC. BOX

⊕ ELEC. MANHOLE
⊖ ELEC. VAULT
⊗ GUY ANCHOR
⊠ UTILITY PEDESTAL
⊡ CABLE TV JUNCTION BOX
⊢ GAS VALVE
⊣ GAS METER
⊤ SANITARY SEWER MANHOLE
⊥ STORM SEWER MANHOLE
⊦ CLEANOUT
⊧ DOWNSPOUT

⊨ SINGLE INTAKE
⊩ AREA INTAKE
⊪ THROAT INTAKE
⊫ FLARED END SECTION
⊬ VALVE
⊭ FIRE HYDRANT
⊮ WATER METER
⊯ WATER VALVE
⊰ WATER TEE
— P XX — PROPOSED UTILITY LINE
— E XX — EXISTING UTILITY LINE

— CATV — CABLE TELEVISION
— FO — FIBER OPTIC
— G — GAS LINE
— OHE — OVERHEAD ELEC.
— OHT — OVERHEAD TEL.
— SAN — SANITARY SEWER
— ST — STORM SEWER
— UGE — UNDERGROUND ELEC.
— UGT — UNDERGROUND TEL.
— W — WATER
— — — FENCE LINE

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LIGHT POLE
AREA LIGHT
ELEC. TRANSFORMER
ELEC. METER
ELEC. BOX

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GENERAL NOTES

- THE LOCAL JURISDICTION MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK. THE LOCAL JURISDICTION IS THE CITY OF INDIANOLA.
- ALL PROPOSED MATERIALS AND STRUCTURES SHALL BE APPROVED BY THE LOCAL JURISDICTION AND BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST SUDAS STANDARDS. ALL PROVIDED SUDAS DETAILS ARE FOR REFERENCE ONLY AND THE LATEST VERSIONS SHALL BE IMPLEMENTED.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- PELDS DESIGN SERVICES SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- IF A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNER'S REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE LOCAL JURISDICTION.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES OR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- ALL CONSTRUCTION WITHIN THE PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE LOCAL JURISDICTION.
- THE CONTRACTOR SHALL CONTACT THE LOCAL JURISDICTION TO SCHEDULE ANY REQUIRED INSPECTIONS AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS
- IN THE EVENT OF ANY CONFLICTING NOTES BETWEEN THE COVER SHEET AND ALL OTHER SHEETS, THE NOTES ON THE COVER SHEET SHALL SUPERCEDE ALL OTHERS
- IN THE EVENT OF ANY CONFLICTING INFORMATION BETWEEN THE LABEL, ELECTRONIC CAD FILE, AND THE ELECTRONIC SURFACE, THE DESIGN ENGINEER SHALL BE CONTACTED FOR CLARIFICATION
- THE THE LOCAL JURISDICTION HAS NO SPECIFIC REQUIREMENTS FOR TANK BALLAST WATER

SURVEY NOTES

- SURVEY WORK WAS COMPLETED BY PELDS DESIGN SERVICES IN MARCH 2024. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

STAKING NOTES

- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR AND IN COORDINATION WITH THE PROJECT ENGINEER.
- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE DIRECTLY UNDER THE GENERAL CONTRACTOR BY A SINGLE COMPANY.
- STAKING DOES NOT RELIEVE CONTRACTOR OF ULTIMATE RESPONSIBILITY TO CONSTRUCT THE PROJECT PER PLAN.

DEMO NOTES

- SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
- PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
- PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.
- PROPERLY DISCONNECT ALL PUBLIC AND PRIVATE UTILITIES, AS NECESSARY.
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE AND PROPERLY DISPOSE OF SIDEWALKS, STEPS, DRIVEWAYS, AND STRUCTURES (INCLUDING BOTH ABOVE GROUND AND BELOW GROUND ELEMENTS).
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE FUEL TANKS, SEPTIC TANKS, CISTERNS, AND ANY OTHER UNDERGROUND FACILITIES; AND TO PROPERLY DISPOSE OF ANY LIQUIDS OR PRODUCTS CONTAINED WITHIN THESE ITEMS.
- PLACE BACKFILL MATERIAL IN HOLES AND DEPRESSIONS, GRADE THE SITE, AND ESTABLISH GROUND COVER.
- PROTECT EXISTING FIRE HYDRANTS, STREET LIGHTS, TRAFFIC SIGNALS, UTILITY POLES, FIRE ALARM BOXES, WIRE CABLES, UNDERGROUND UTILITIES, AND OTHER APPURTENANCES IN THE VICINITY OF THE DEMOLITION SITE
- COMPLY WITH NOISE POLLUTION REQUIREMENTS AND ANY WORKING HOUR RESTRICTIONS OF THE JURISDICTION.
- MAINTAIN OR RE-ESTABLISH ALL TILES, ROADWAY SUBDRAINS, CULVERTS, OR OTHER DRAINAGE FACILITIES NOT IDENTIFIED IN THE CONTRACT DOCUMENTS FOR REMOVAL.
- IMPLEMENT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR EACH SITE PRIOR TO INITIATING DEMOLITION BY PLACING ALL REQUIRED DEVICES; INCLUDE MEASURES TO PREVENT TRACKING OF MUD ONTO ADJACENT STREETS OR ALLEYS.
- COMPLY WITH ALL APPLICABLE AIR POLLUTION REQUIREMENTS OF THE JURISDICTION. USE WATER OR APPROPRIATE CHEMICALS FOR CONTROL OF DUST IN THE DEMOLITION AREA, ON HAULING EQUIPMENT, ON ADJACENT ROADWAYS, AND WHEN GRADING THE SITE.
- TAKE STEPS TO PREVENT THE GENERATION OF LITTER DURING DEMOLITION AND COLLECT ALL LITTER FROM THE DEMOLITION AREA AT THE END OF EACH WORKING DAY. LOAD TRUCKS TO PREVENT LEAKAGE OR BLOWING OF DEBRIS.
- REMOVE ALL CONCRETE, ASPHALT, OR MASONRY SLABS AND APPURTENANCES.
- REMOVE AND DISPOSE OF ALL BRUSH, SHRUBS, TREES, LOGS, DOWNED TIMBER, AND OTHER YARD WASTE ON THE SITE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. DO NOT MIX WITH DEMOLITION MATERIAL. REMOVE STUMPS TO A MINIMUM OF 2 FEET BELOW FINISH GRADE. PROTECT ANY TREES OR OTHER VEGETATION NOT DESIGNATED FOR REMOVAL BY PLACING A FENCE AT THE DRIP LINE ENCOMPASSING THE ENTIRE TREE AND KEEPING ALL OPERATIONS OUTSIDE OF THE FENCED IN AREA, INCLUDING STORAGE OF EQUIPMENT OR MATERIALS. AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY, REPLACE ANY TREES THAT ARE DESIGNATED FOR PROTECTION BUT ARE DAMAGED BEYOND TREATMENT. THE ENGINEER WILL DETERMINE SIZE AND SPECIES OF THE REPLACEMENT TREE.
- SAW-CUT ALL HARD SURFACING AT LOCATION OF REMOVAL LIMITS.
- WHERE SELECTIVE DEMOLITION IS SHOWN AT PAVED AREAS, DEMOLISH THE EXISTING PAVING BACK TO AN EXISTING CONTROL JOINT NEAR THE LOCATION SHOWN.

WETLAND NOTES

- PELDS DESIGN SERVICES DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

DISCLAIMER

- THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.
- P.D.S. DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR INFORMATION THAT DOES NOT BEAR THE ORIGINAL SEAL AND SIGNATURE OF THE PROFESSIONAL IN CHARGE.

CIVIL ENGINEERING NOTES
FOR
INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

UTILITY NOTES

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- PIPE LENGTHS CALLED OUT ON PLANS DO NOT INCLUDE FLARED END SECTION, WHERE APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTORS EXPENSE.
- THE CONTRACTOR SHALL RELOCATE EXISTING UTILITIES AS NECESSARY, SHOWN OR NOT SHOWN.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON ALL SIZE, DEPTHS, AND MATERIALS OF ALL PROPOSED UTILITIES.
- THE CONTRACTOR MUST PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES IF REQUIRED BY CITY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONNECTION OR DISCONNECTION OF A SERVICE LINE.
- CONTRACTOR IS TO COMPLY WITH THE LATEST SUDAS SPECIFICATIONS FOR MAINTENANCE, INSTALLATION, AND TESTING FOR CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- ALL STRUCTURE SIZES CALLED OUT ON PLANS ARE MINIMUM INSIDE WALL DIMENSIONS.
- ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
- ALL STRUCTURES CALLED OUT AS "MODIFIED" OR "SPECIAL" SHALL BE ENGINEERED BY THE PRECASTER TO ENSURE STRUCTURE STABILITY. MODIFICATIONS INCLUDE ADDITIONAL WALL LENGTH TO ACCOUNT FOR LARGE PIPE DIAMETERS AND ADDITIONAL WALL WIDTH & BASE DEPTH TO ACCOUNT FOR DEEPER STRUCTURES. ANY AND ALL MODIFICATIONS TO STANDARD STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO BID

ELECTRICAL SERVICE NOTES

- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS
- TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.

SANITARY SERVICE NOTES

- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2% FOR A 4" PIPE AND 1% FOR A 6" PIPE. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATER MAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.

STORM WATER SERVICE NOTES

- ALL STORM SEWER IN THE ROW SHALL BE RCP (CLASS III RCP), UNLESS OTHERWISE SPECIFIED.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL SUMP SERVICE LINES SHALL HAVE TRACE WIRE

WATER SERVICE NOTES

- WATER SERVICE SHALL BE TYPE K COPPER, DIP OR HDPE, DEPENDING ON SIZE AND JURISDICTIONAL REQUIREMENTS. IF CONTAMINATED OR "HOT" SOILS, ENSURE APPROPRIATE PIPE IS BEING UTILIZED. SIZE OF WATER MAIN AS SHOWN ON PLANS.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION.
- ANY AND ALL HYDRANT AND VALVE EXTENSIONS, TOGETHER WITH VERTICAL BENDS, SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR INCIDENTAL ITEMS.
- ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER UNLESS NOTED OTHERWISE.

EXISTING UTILITIES NOTE

- THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION: IOWA ONE-CALL (1-800-292-8989).

UTILITY CONFLICT NOTES

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION THAT ARE EITHER CALLED OUT ON THE PLANS OR NOT CALLED OUT.
- CONTRACTOR SHALL COMPLY WITH ALL DNR REQUIREMENTS FOR PIPE MATERIAL, PIPE JOINTS, AND ANY OTHER APPLICABLE REQUIREMENTS ANY TIME A STORM SEWER OR SANITARY SEWER CROSSES OVER OR LESS THAN 18" BELOW A WATER MAIN.
- FOR ALL CRITICAL CROSSINGS WITH EXISTING UTILITIES, THE ELEVATION OF THE EXISTING UTILITY SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY PELDS DESIGN SERVICES PRIOR TO CONSTRUCTION IF A CONFLICT EXISTS.

SPECIFICATIONS NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE URBAN STANDARDS SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE LOCAL JURISDICTION SUPPLEMENTAL SPECIFICATIONS.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE PROJECT SPECIFICATIONS AND THE LOCAL JURISDICTION REQUIREMENTS AND SPECIFICATIONS, PLUMBING CODE, AND URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENT, THE LOCAL JURISDICTION STANDARD SPECIFICATIONS SHALL GOVERN.
- FOR ALL SPECIFICATION DISCREPANCIES, THE PROJECT ENGINEER SHALL BE CONTACTED PRIOR TO PROCEEDING WITH CONSTRUCTION. IF THE ENGINEER IS NOT CONTACTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROBLEMS THAT RESULT FROM SAID DISCREPANCIES.

REQUIRED AS-BUILT NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF AS-BUILT TOPO, IF REQUIRED BY CITY.
- CONTRACTOR SHALL CONTACT PELDS DESIGN SERVICES TO PERFORM SAID AS-BUILT SURVEYS.
- IF ANYTHING HAS BEEN CONSTRUCTED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.

PAVING NOTES

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL ROW AREAS SHALL BE SODDED IN ACCORDANCE WITH THE LOCAL JURISDICTION SPECIFICATIONS AND THE LATEST VERSION OF SUDAS.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- DETECTABLE WARNING PANEL(S) CALLED OUT ON PLANS SHALL BE PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- SIDEWALKS SHALL HAVE EXPANSION JOINTS AT 100 FOOT INTERVALS AS REQUIRED BY CITY CODE
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

PAVEMENT SAWCUT NOTES

- CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
- PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED PLAN.
- LONGITUDINAL JOINTS IN DRIVE LANES & THE OUTER MOST JOINT OF ALL PARKING AREAS SHALL BE SUDAS TYPE 'L-1' OR 'L-2' JOINTS AND HAVE STEEL. INTERIOR PARKING LOT JOINTS, OTHER THAN THE OUTER MOST JOINT, DO NOT NEED STEEL AND SHALL BE SUDAS TYPE 'B' OR TYPE 'K' JOINTS. ALL TRANSVERSE JOINTS SHALL BE SUDAS TYPE 'C' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

SOIL NOTES

- STRIP AND STOCKPILE THE TOP 8 INCHES OF SOIL ON ALL DISTURBED AREAS. GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING.
- SOD REQUIREMENT PER SUDAS: IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, A SODBED SHOULD BE CONSTRUCTED BY SPREADING A MINIMUM OF 6 INCHES OF TOPSOIL PRIOR TO SODDING. DEEPER TOPSOIL DEPTHS (8 TO12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- PERMANENT SEED REQUIREMENT PER SUDAS: IN ORDER TO PROVIDE AN ADEQUATE GROWING MEDIUM, A MINIMUM OF 8 INCHES OF TOPSOIL SHOULD BE PLACED OVER THE DISTURBED AREA PRIOR TO SEEDING. DEEPER TOPSOIL DEPTHS (8-12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
- REFERENCE GEOTECHNICAL REPORT FOR ADDITIONAL SOILS INFORMATION INCLUDING BUT NOT LIMITED TO SUBGRADE INFORMATION, FOOTING DESIGN, AND ANY POSSIBLE OVER EXCAVATION DUE TO POOR SOILS. PAVEMENT SECTIONS ON THE PLANS GOVERN OVER PAVEMENT THICKNESS IN THE SOILS REPORT.

GRADING NOTES

- AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED. STRUCTURAL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 12 INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RE-COMPACTED WITH ON-SITE FILL MATERIALS.
- ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12 INCHES DISKED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- FINISH GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FT, AND PAVED AREAS SHALL BE WITHIN 0.10 FT OF THE PROPOSED GRADES SHOWN ON THE PLAN
- MAXIMUM ALLOWABLE GRADE ON ALL PROPOSED SLOPES IS 3:1.
- THE MOISTURE CONTENT SHALL NOT DEVIATE FROM THE OPTIMUM BY MORE THAN 2% IN STRUCTURAL FILL.
- MAXIMUM 2% CROSS-SLOPE ON ALL SIDEWALKS.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.

LANDSCAPING NOTES

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SEED OR SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES. SEED ALL DISTURBED AREAS OFF-SITE
- STAKE SOD ON ALL SLOPES 4:1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH OR BRICK CHIPS OR WASHED STONE AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- PROVIDE 6MIL MINIMUM PLASTIC BELOW ROCK/BRICK.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- CONTRACTOR SHALL DESIGN AND PROVIDE IRRIGATION SYSTEM. COORDINATION WITH ARCHITECT REQUIRED.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

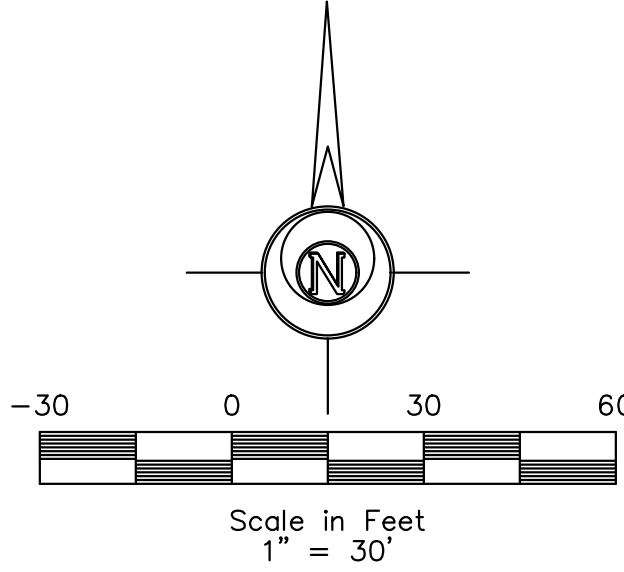
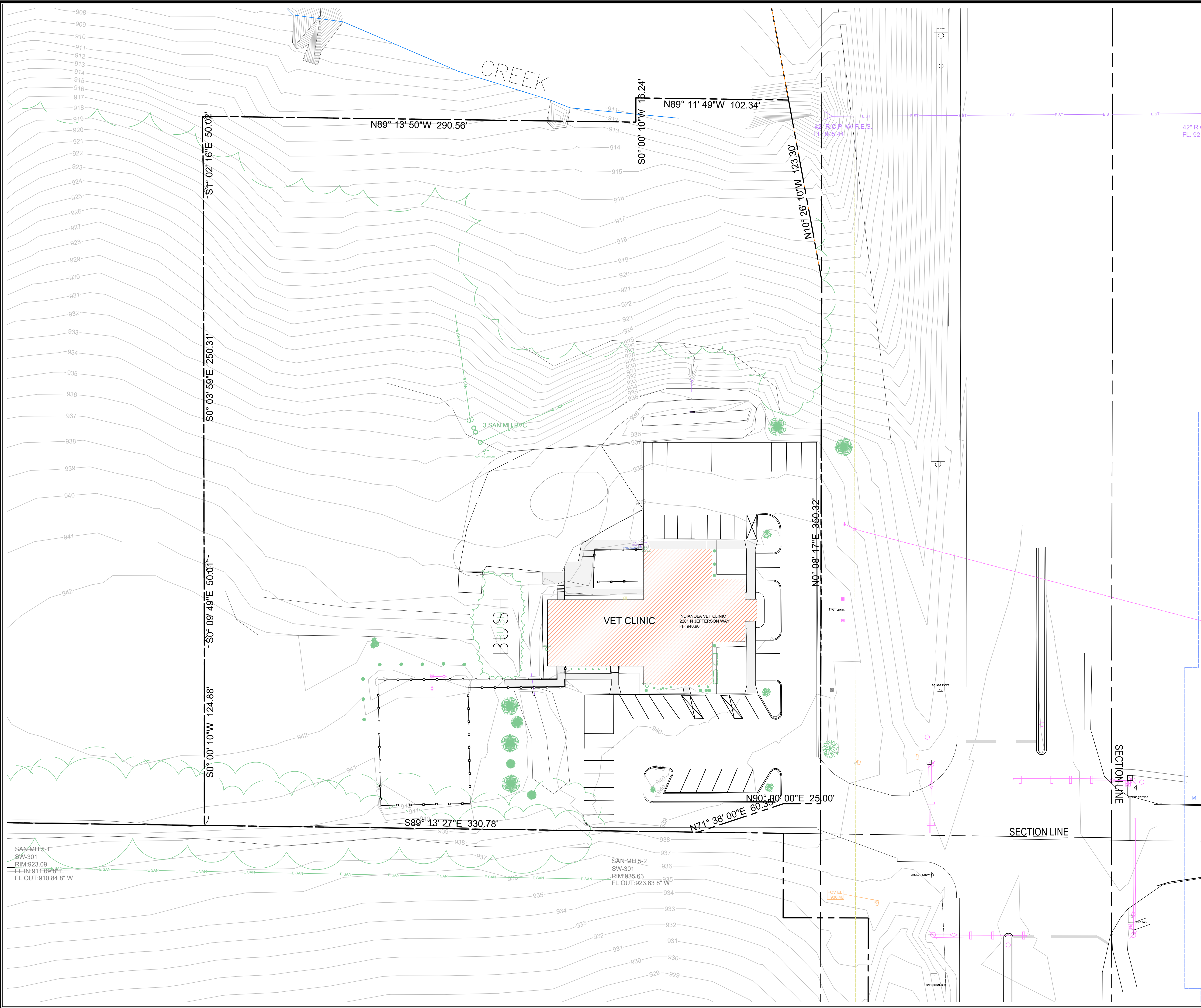


PELDS Design Services

Architecture | Engineering | Surveying
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TITLE: INDIANOLA VETRINARY CLINIC 2201 N JEFFERSON WAY INDIANOLA, IOWA				
REVISIONS: PRELIMINARY				
BENCHMARK: 11/19/2024		DRAWN BY: A. PELDS		SCALE: AS SHOWN
LATEST REVISION: 12-04-2024		DRAWING NO: 24-048		
FILE PATH: P:\2024 Projects\24-048 Emerald Bay N. Addition\Engineering\Sheet Set				

C2 - NOTE SHEET



LEGEND:

+/-	MORE OR LESS	⊙	ELEC. MANHOLE
F.F.	FINISHED FLOOR	⊙	SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION	⊙	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊙	TRAFFIC MANHOLE
123.45/123.45	EXISTING/PROPOSED ELEVATION	⊙	CLEANOUT
FL	FLOWLINE ELEVATION	⊙	DOWNSPOUT
⊙	CONTROL POINT	⊙	AREA INTAKE
⊙	CALCULATED CORNER	⊙	SINGLE INTAKE
●	FOUND CORNER	⊙	THROAT INTAKE
⊙	CALCULATED SECTION CORNER	⊙	FLARED END SECTION
⊙	FOUND SECTION CORNER	⊙	GAS VALVE
⊙	PARKING SPACE	⊙	FIRE HYDRANT
⊙	SIGN	⊙	WATER VALVE
⊙	STREET LIGHT	⊙	P XX—PROPOSED UTILITY LINE
⊙	POWER POLE	⊙	E XX—EXISTING UTILITY LINE
⊙	LIGHT POLE	⊙	CATV—CABLE TELEVISION
⊙	AREA LIGHT	⊙	FO—FIBER OPTIC
⊙	GUY ANCHOR	⊙	GAS—GAS LINE
⊙	UTILITY PEDESTAL	⊙	OHE—OVERHEAD ELEC.
⊙	ELEC. TRANSFORMER	⊙	OHT—OVERHEAD TEL.
⊙	ELEC. METER	⊙	SS—SANITARY SEWER
⊙	ELEC. BOX	⊙	ST—STORM SEWER
⊙	ELEC. VAULT	⊙	UGE—UNDERGROUND ELEC.
⊙	FIBER OPTIC VAULT	⊙	UGT—UNDERGROUND TEL.
⊙	GAS METER	⊙	W—WATER
⊙	CABLE TV JUNCTION BOX	⊙	— FENCE LINE
⊙	WATER METER		



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TITLE:

INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

REVISIONS:

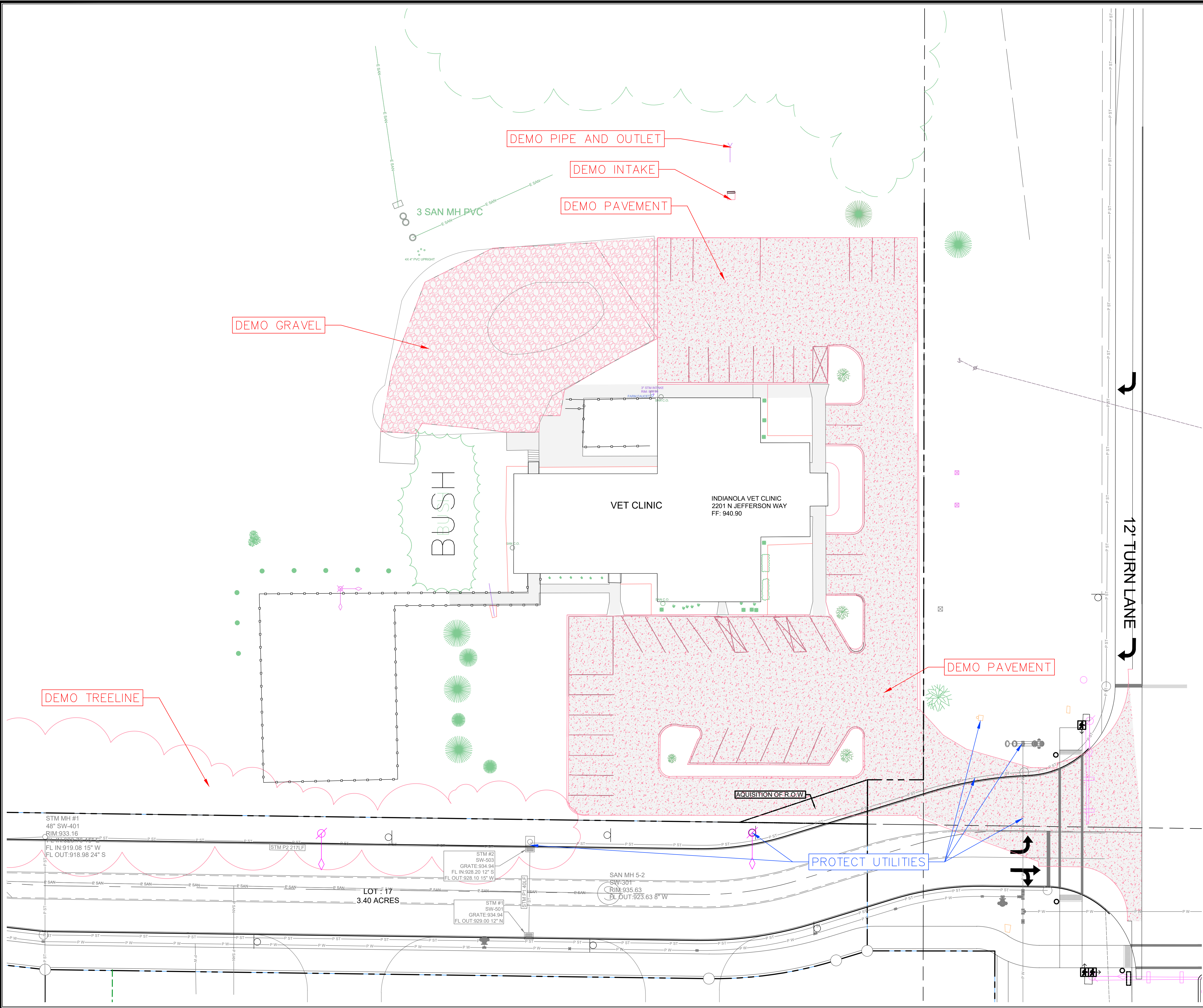
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A. PELDS
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REVISIONS:

12-04-2024
24-048

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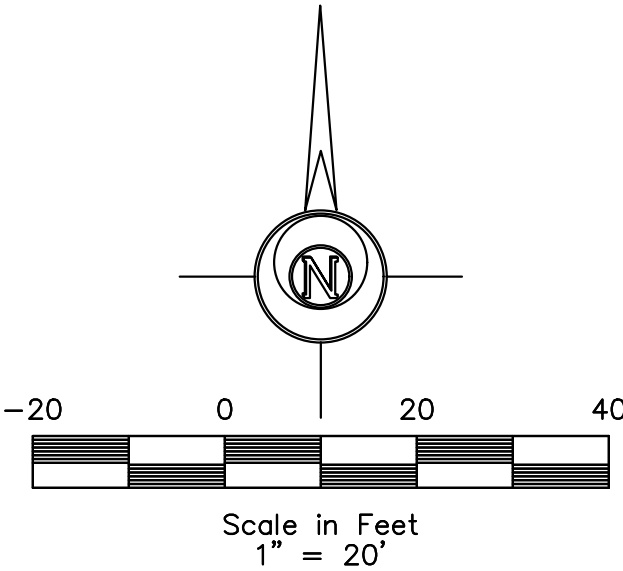
C3 - TOPO SHEET



UTILITY NOTES:

DEMO NOTE #1:
SANITARY SEWER SERVICE TO BE DEMOLISHED PER THE CITY OF DES MOINES SEWER DISTRICT REQUIREMENTS.

- EXISTING GRAVEL DEMO
7,799 SQ. FT.
- EXISTING PAVING DEMO
28,223 SQ. FT.
- EXISTING SIDEWALK



- LEGEND:**
- | | | | |
|---------------|------------------------------|---|------------------------------|
| +/- | MORE OR LESS | ⊙ | ELEC. MANHOLE |
| F.F. | FINISHED FLOOR | ⊙ | SANITARY SEWER MANHOLE |
| 123.45G | GUTTER ELEVATION | ⊙ | STORM SEWER MANHOLE |
| 123.45TC | TOP OF CURB ELEVATION | ⊙ | TRAFFIC MANHOLE |
| 123.45/123.45 | EXISTING/ PROPOSED ELEVATION | ⊙ | CLEANOUT |
| FL | FLOWLINE ELEVATION | ⊙ | DOWNSPOUT |
| ⊙ | CONTROL POINT | ⊙ | AREA INTAKE |
| ⊙ | CALCULATED CORNER | ⊙ | SINGLE INTAKE |
| ⊙ | FOUND CORNER | ⊙ | THROAT INTAKE |
| ⊙ | CALCULATED SECTION CORNER | ⊙ | FLARED END SECTION |
| ⊙ | FOUND SECTION CORNER | ⊙ | GAS VALVE |
| ⊙ | PARKING SPACE | ⊙ | FIRE HYDRANT |
| ⊙ | SIGN | ⊙ | WATER VALVE |
| ⊙ | STREET LIGHT | ⊙ | P XX — PROPOSED UTILITY LINE |
| ⊙ | POWER POLE | ⊙ | E XX — EXISTING UTILITY LINE |
| ⊙ | LIGHT POLE | ⊙ | CATV — CABLE TELEVISION |
| ⊙ | AREA LIGHT | ⊙ | FO — FIBER OPTIC |
| ⊙ | GUY ANCHOR | ⊙ | GAS — GAS LINE |
| ⊙ | UTILITY PEDESTAL | ⊙ | OHE — OVERHEAD ELEC. |
| ⊙ | ELEC. TRANSFORMER | ⊙ | OHT — OVERHEAD TEL. |
| ⊙ | ELEC. METER | ⊙ | SAN — SANITARY SEWER |
| ⊙ | ELEC. BOX | ⊙ | ST — STORM SEWER |
| ⊙ | ELEC. VAULT | ⊙ | UGE — UNDERGROUND ELEC. |
| ⊙ | FIBER OPTIC VAULT | ⊙ | UGT — UNDERGROUND TEL. |
| ⊙ | GAS METER | ⊙ | W — WATER |
| ⊙ | CABLE TV JUNCTION BOX | ⊙ | — — FENCE LINE |
| ⊙ | WATER METER | | |



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INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

BENCHMARK:

PRELIMINARY

COPYRIGHT DATE: 11/19/2024

DRAWN BY: A. PELDS

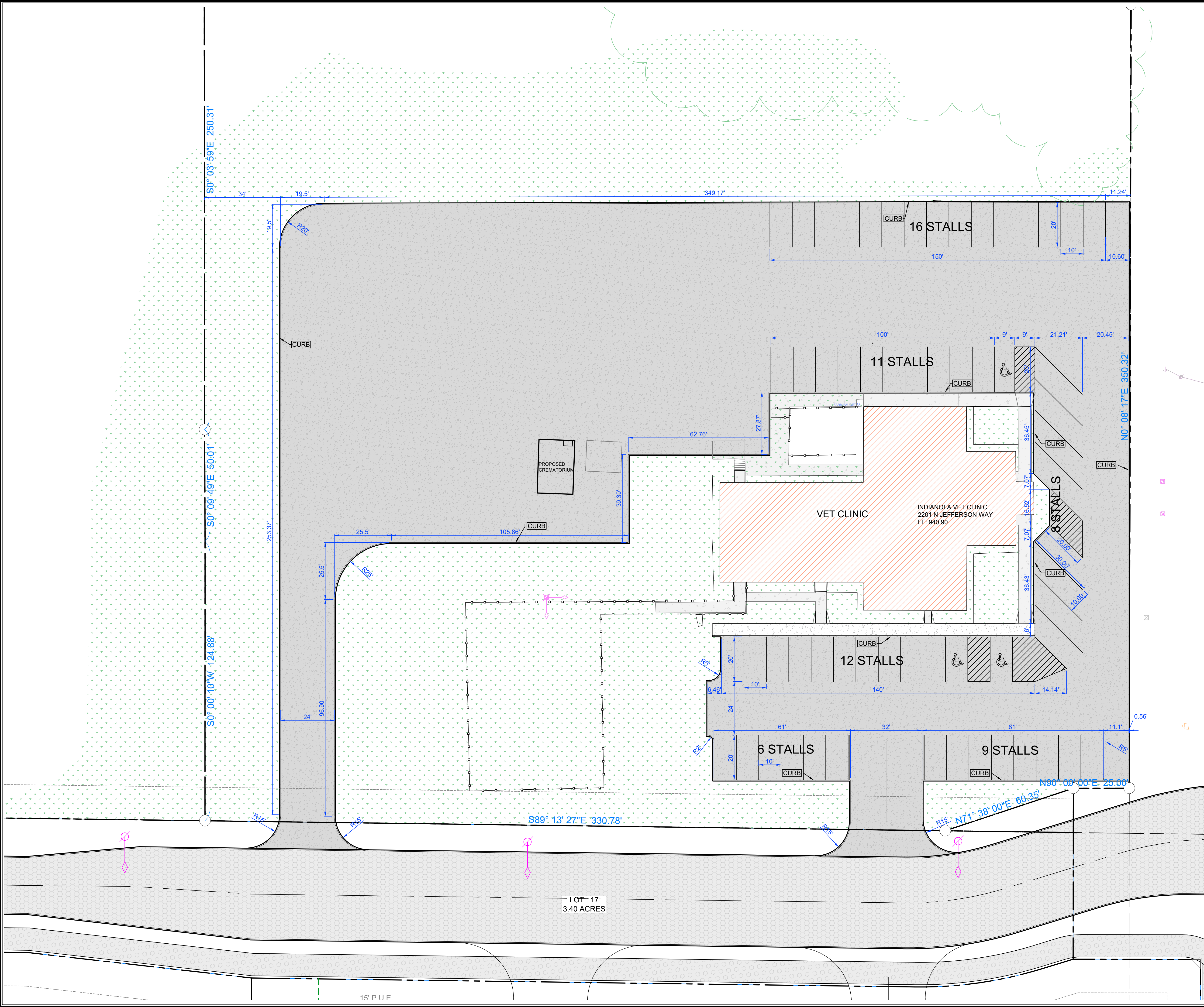
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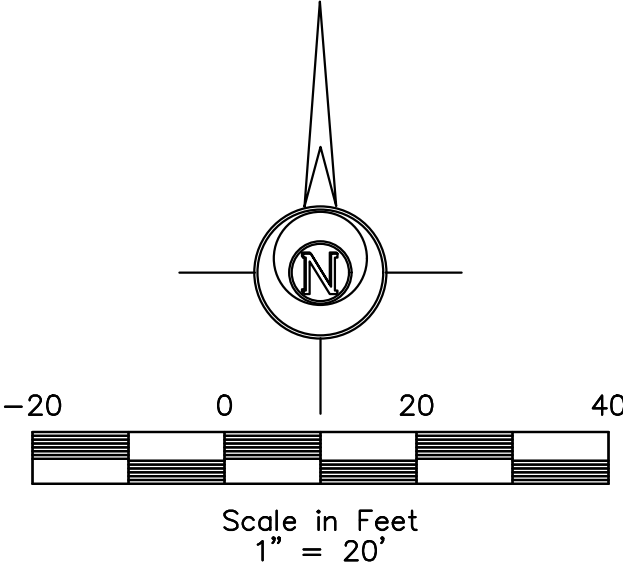
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C4 - DEMO SHEET



- EXISTING SIDEWALK
- SIDEWALK (BY OTHERS)
- PAVING (BY OTHERS)
- PROPOSED PARKING LOT
65,964 SQ.FT.
- PROPOSED SIDEWALK
863 SQ.FT.
- PROPOSED SEEDED AREA
(SUDAS TYPE 1) - 71,723 SQ.FT.



LEGEND:

- | | | | |
|---------------|-----------------------------|---|----------------------------|
| +/- | MORE OR LESS | ⊙ | ELEC. MANHOLE |
| F.F. | FINISHED FLOOR | ⊙ | SANITARY SEWER MANHOLE |
| 123.45G | GUTTER ELEVATION | ⊙ | STORM SEWER MANHOLE |
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| ⊙ | GUY ANCHOR | ⊙ | GAS GAS LINE |
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| ⊙ | ELEC. TRANSFORMER | ⊙ | OHT OVERHEAD TEL. |
| ⊙ | ELEC. METER | ⊙ | SAN SANITARY SEWER |
| ⊙ | ELEC. BOX | ⊙ | ST STORM SEWER |
| ⊙ | ELEC. VAULT | ⊙ | UGE UNDERGROUND ELEC. |
| ⊙ | FIBER OPTIC VAULT | ⊙ | UGT UNDERGROUND TEL. |
| ⊙ | GAS METER | ⊙ | W WATER |
| ⊙ | CABLE TV JUNCTION BOX | ⊙ | ⊙-⊙-⊙ FENCE LINE |
| ⊙ | WATER METER | | |

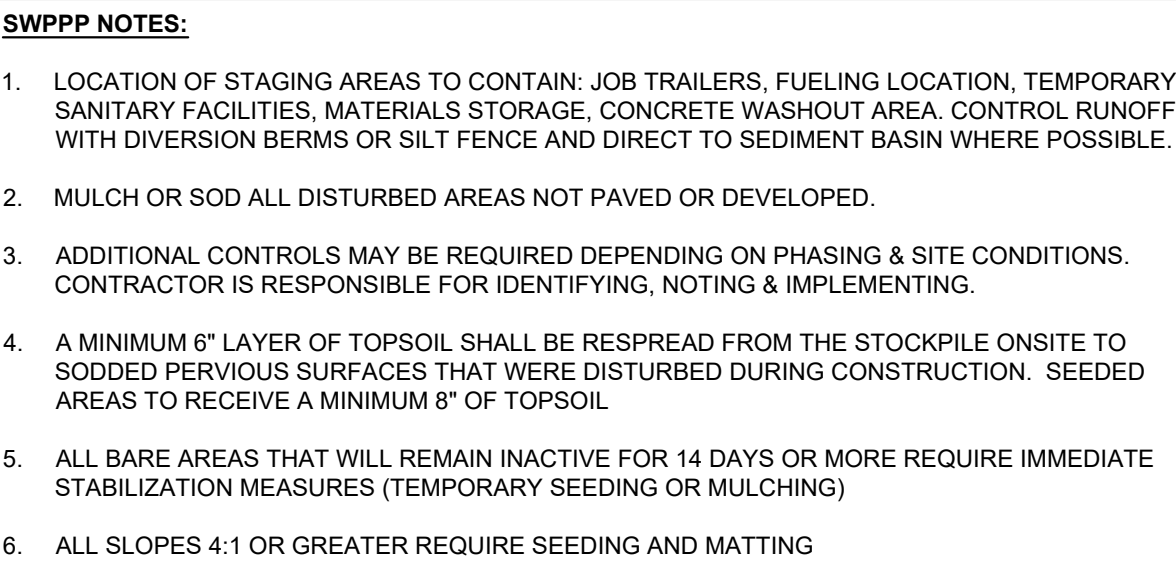
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INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

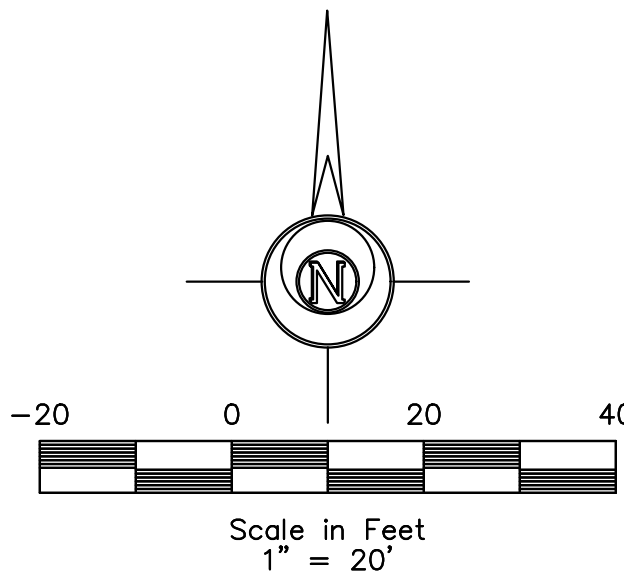
PRELIMINARY

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C5 - LAYOUT SHEET



RECP



LEGEND:

+/-	MORE OR LESS	①	ELEC. MANHOLE
F.F.	FINISHED FLOOR	②	SANITARY SEWER MANHOLE
123.45	GUTTER ELEVATION	③	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	④	TRAFFIC MANHOLE
123.45 (123.45)	EXISTING/PROPOSED ELEVATION	⑤	CLEANOUT
FL	FLOWLINE ELEVATION	⑥	DOWNSPOUT
⬇	CONTROL POINT	⑦	AREA INTAKE
●	CALCULATED CORNER	⑧	SINGLE INTAKE
●	FOUND CORNER	⑨	THROAT INTAKE
▲	CALCULATED SECTION CORNER	⑩	FLARED END SECTION
△	FOUND SECTION CORNER	⑪	GAS VALVE
○	PARKING SPACE	⑫	FIRE HYDRANT
○	SIGN	⑬	WATER VALVE
↔	STREET LIGHT	P XX —	PROPOSED UTILITY LINE
⊥	POWER POLE	E XX —	EXISTING UTILITY LINE
⊥	LIGHT POLE	CATV —	CABLE TELEVISION
⊥	AREA LIGHT	FO —	FIBER OPTIC
⊥	GUY ANCHOR	GH —	GAS LINE
⊥	UTILITY PEDESTAL	OHE —	OVERHEAD ELEC.
⊥	ELEC. TRANSFORMER	OHT —	OVERHEAD TEL.
EM	ELEC. METER	SAN —	SANITARY SEWER
EB	ELEC. BOX	ST —	STORM SEWER
EV	ELEC. VAULT	UGE —	UNDERGROUND ELEC.
Fov	FIBER OPTIC VAULT	UGT —	UNDERGROUND TEL.
GM	GAS METER	W —	WATER
TV	CABLE TV JUNCTION BOX	—○—○—○—	FENCE LINE
WM	WATER METER		

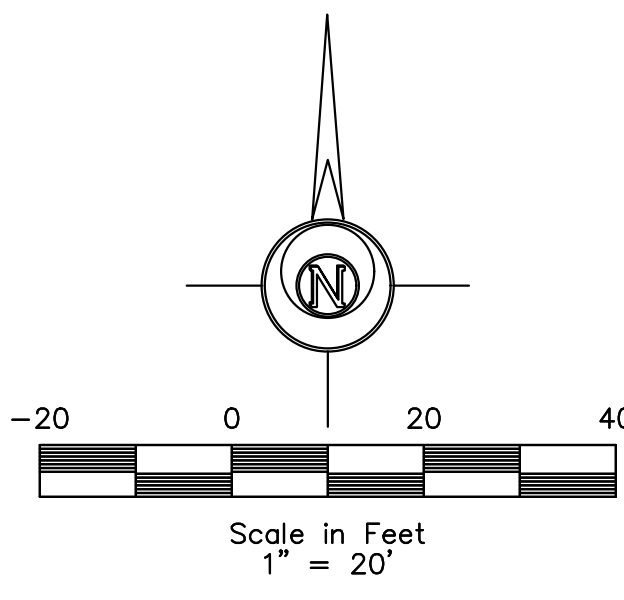
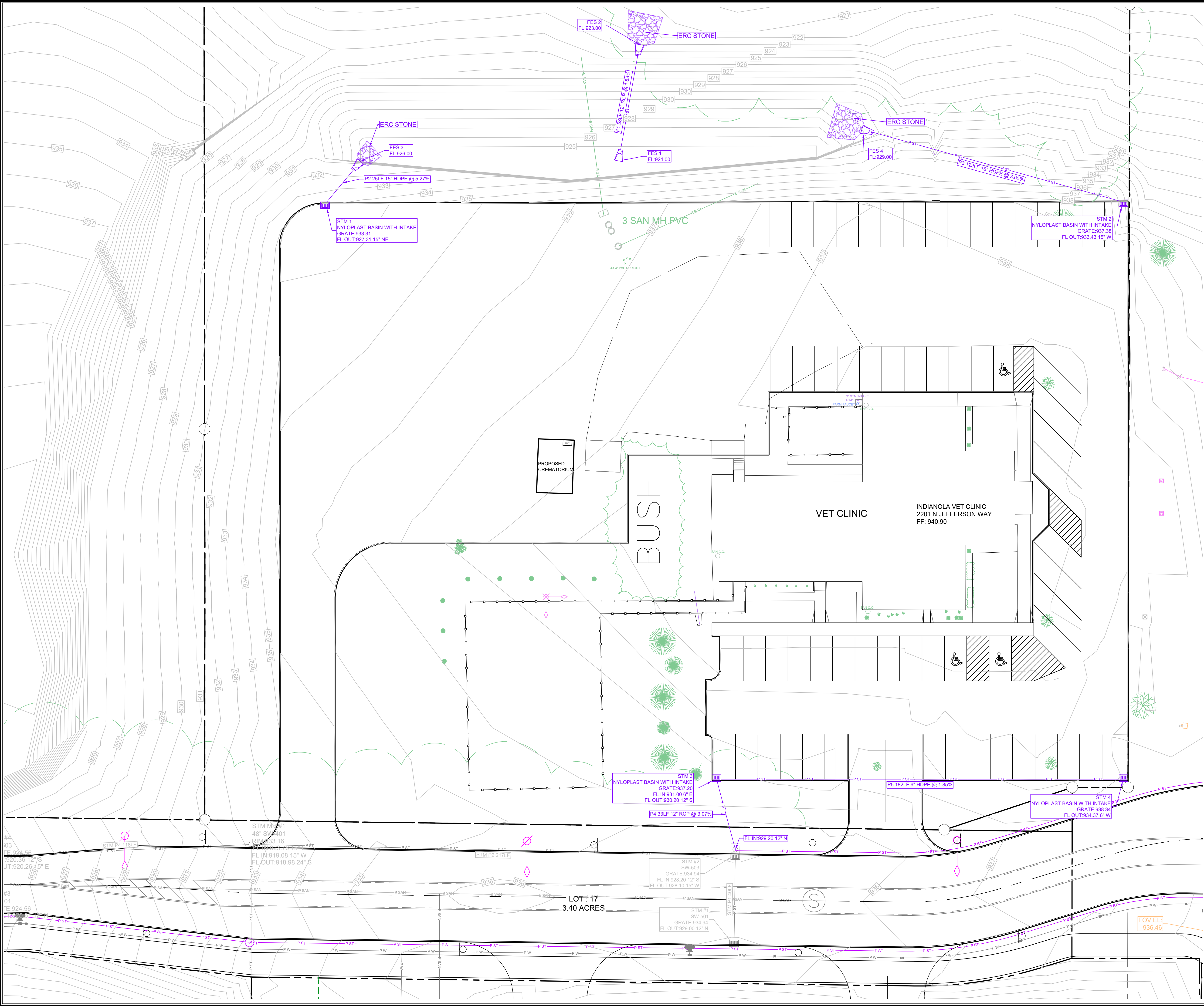


Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

PRELIMINARY

CONCRETE DATE: 11/19/2024	DRAWN BY: A. PELDS	SCALE: 1"=50'	LATEST REVISION: 12-04-2024	DRAWING NO.: 24-048
FILE PATH: J:\2024 Projects\24-048 Emerald Bay N. Addition\Engineering\Sheet Set			C6 - GRADING SHEET	



LEGEND:			
+/-	MORE OR LESS	⊙	ELEC. MANHOLE
F.F.	FINISHED FLOOR	⊙	SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION	⊙	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊙	TRAFFIC MANHOLE
123.45/123.45	EXISTING/ PROPOSED ELEVATION	⊙	CLEANOUT
FL	FLOWLINE ELEVATION	⊙	DOWNSPOUT
⊙	CONTROL POINT	⊙	AREA INTAKE
⊙	CALCULATED CORNER	⊙	SINGLE INTAKE
●	FOUND CORNER	⊙	THROAT INTAKE
⊙	CALCULATED SECTION CORNER	⊙	FLARED END SECTION
⊙	FOUND SECTION CORNER	⊙	GAS VALVE
⊙	PARKING SPACE	⊙	FIRE HYDRANT
⊙	SIGN	⊙	WATER VALVE
⊙	STREET LIGHT	P XX	PROPOSED UTILITY LINE
⊙	POWER POLE	E XX	EXISTING UTILITY LINE
⊙	LIGHT POLE	CATV	CABLE TELEVISION
⊙	AREA LIGHT	FO	FIBER OPTIC
⊙	GUY ANCHOR	GAS	GAS LINE
⊙	UTILITY PEDESTAL	OHE	OVERHEAD ELEC.
⊙	ELEC. TRANSFORMER	OHT	OVERHEAD TEL.
⊙	ELEC. METER	SAN	SANITARY SEWER
⊙	ELEC. BOX	ST	STORM SEWER
⊙	ELEC. VAULT	UGE	UNDERGROUND ELEC.
⊙	FIBER OPTIC VAULT	UGT	UNDERGROUND TEL.
⊙	GAS METER	W	WATER
⊙	CABLE TV JUNCTION BOX	— —	FENCE LINE
⊙	WATER METER		



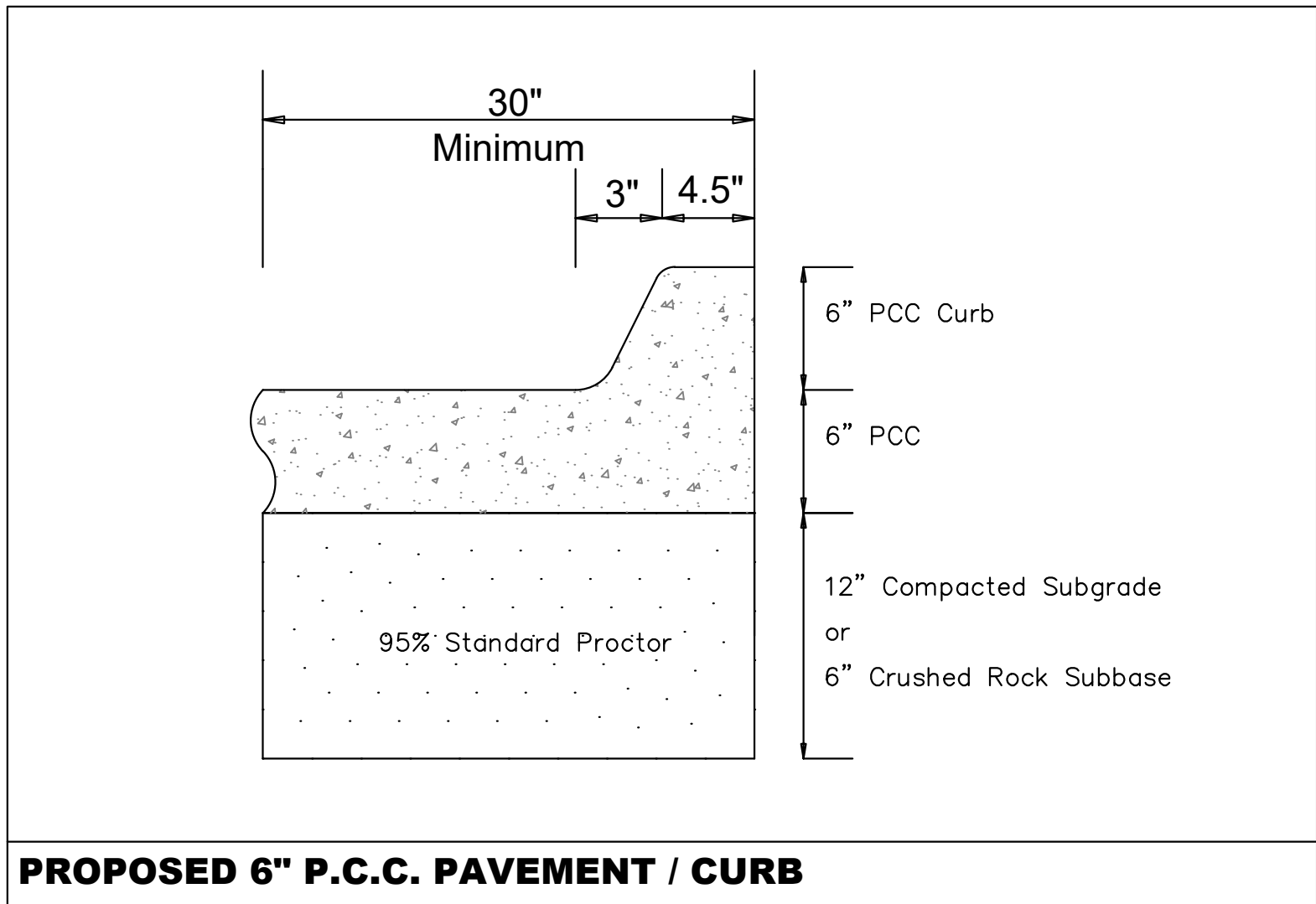
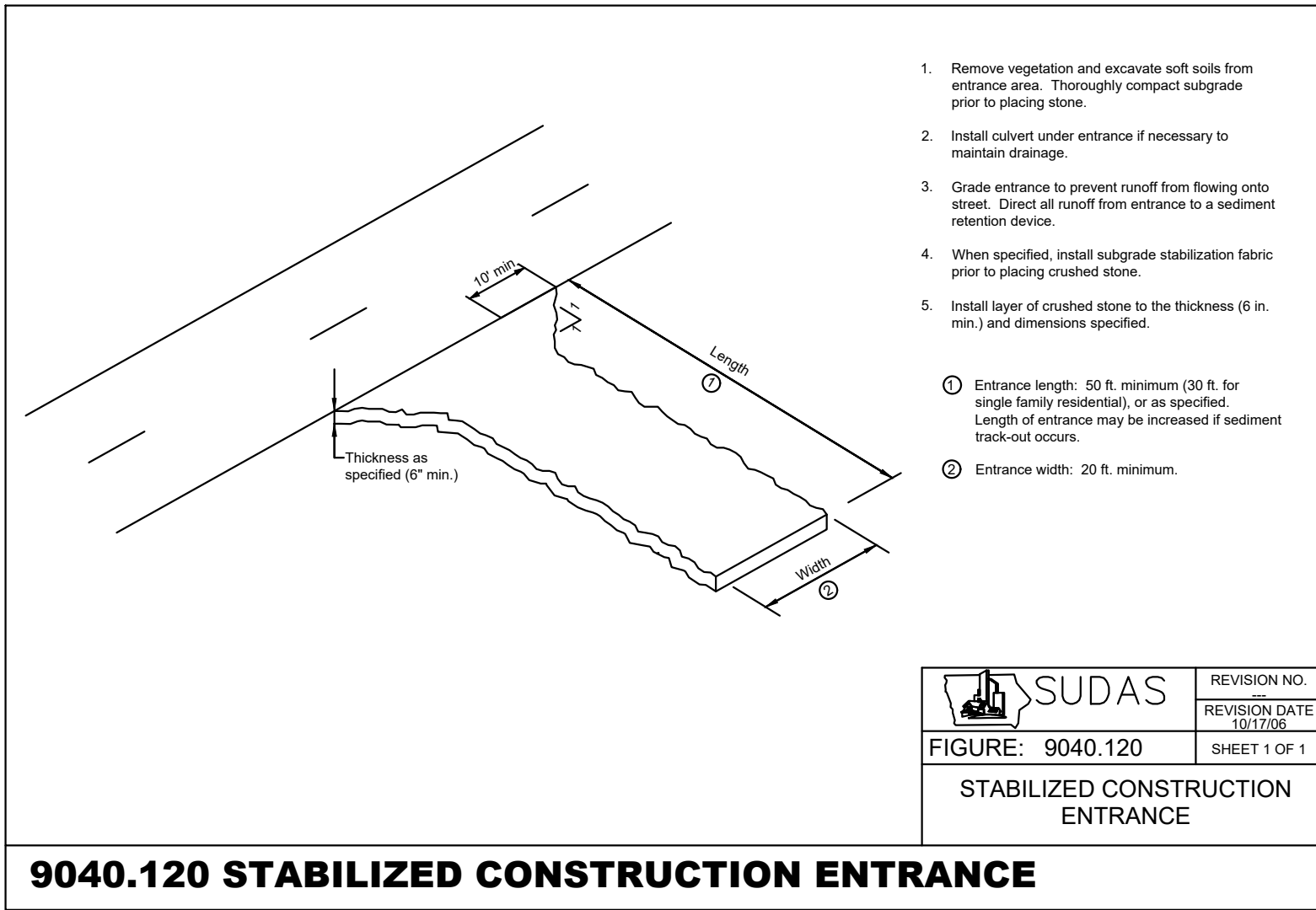
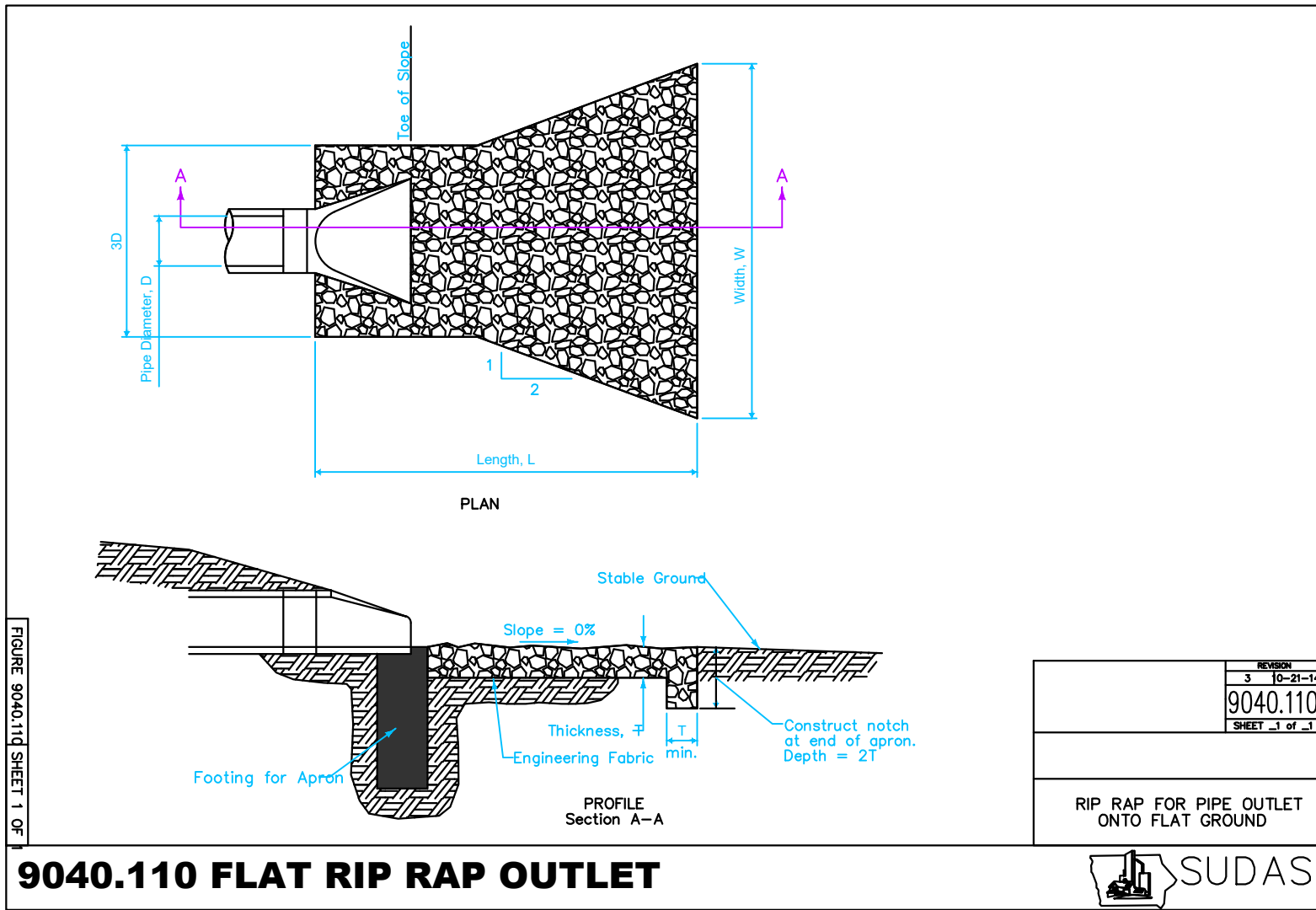
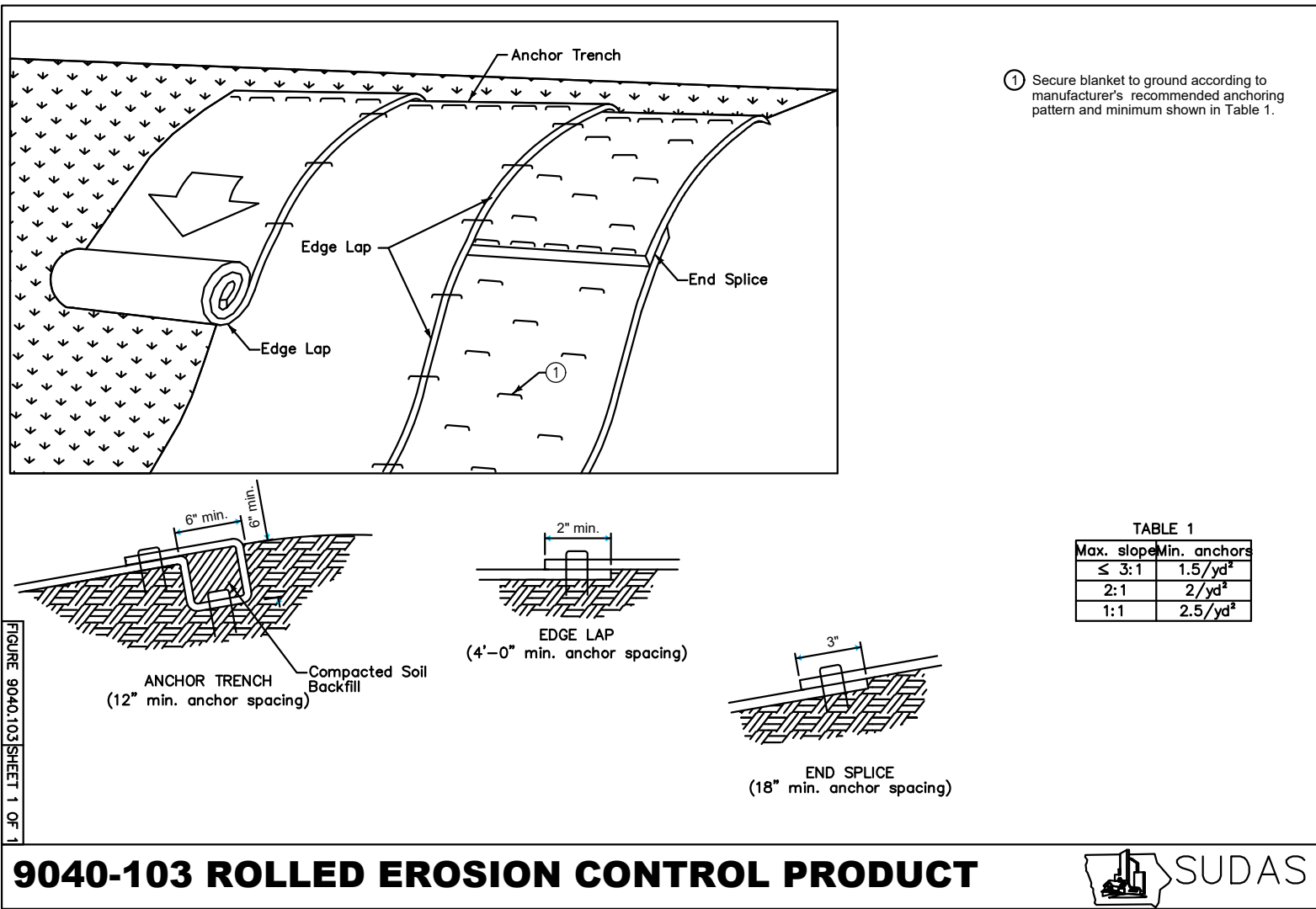
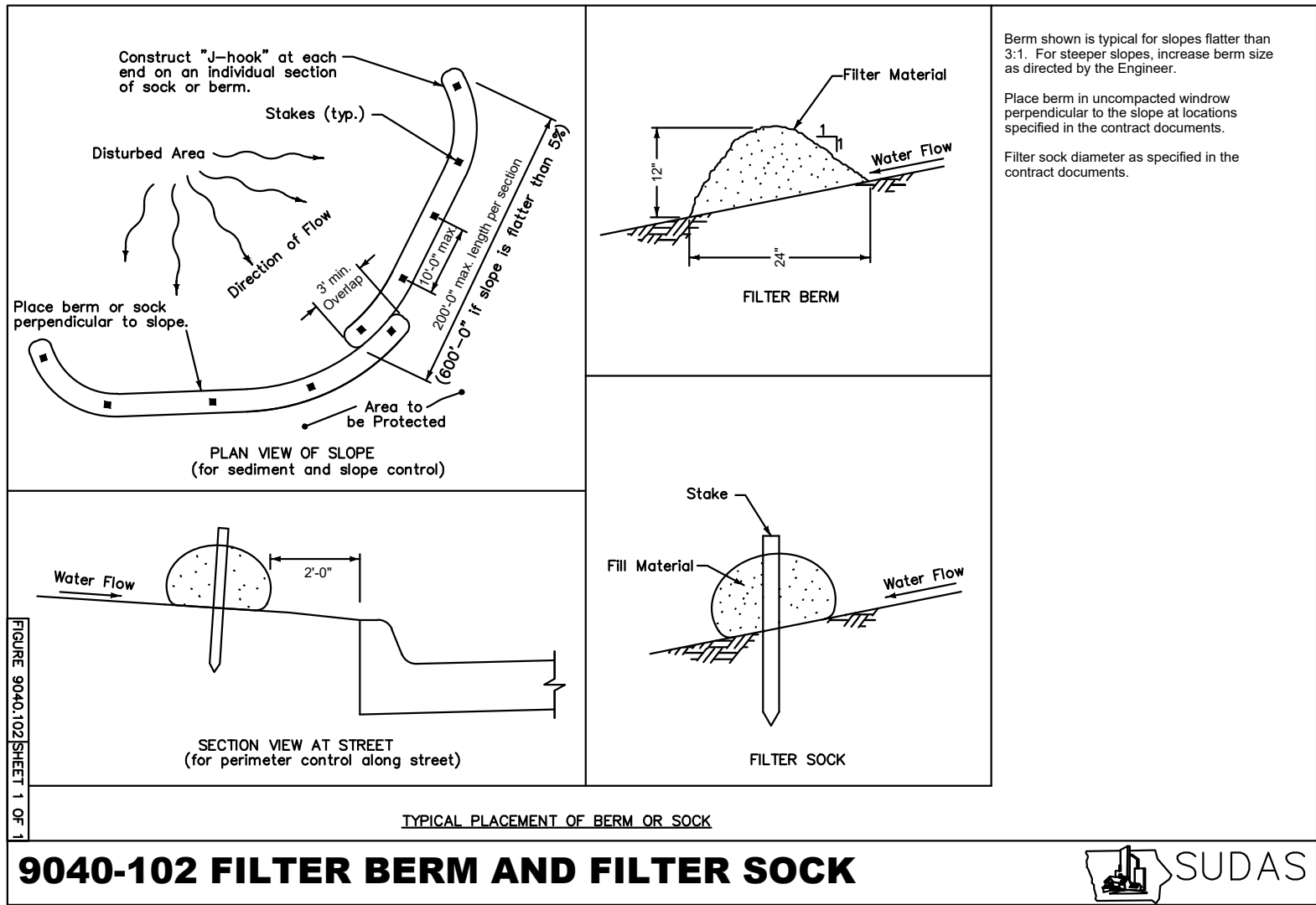
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INDIANOLA VETRINARY CLINIC
2201 N JEFFERSON WAY
INDIANOLA, IOWA

PRELIMINARY

COPYRIGHT DATE: 11/19/2024
DRAWN BY: A. PELDS
SCALE: 1"=50'
LATEST REVISION: 12-04-2024
DRAWING NO: 24-048
FILE PATH: J:\2024 Projects\24-048 Emerald Bay N. Addition\Engineering\Sheet Set

C7 - UTILITY SHEET



PELDS DESIGN SERVICES

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INDIANOLA VETRINARY CLINIC

2201 N JEFFERSON WAY

INDIANOLA, IOWA

PRELIMINARY

11/19/2024 A. PELDS 1"=20' 12-04-2024 24-048

C8 - DETAIL SHEET

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING THE SITE PLAN FOR INDIANOLA VETERINARY CLINIC
(2201 NORTH JEFFERSON WAY)**

WHEREAS, the City of Indianola, Warren County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Site Plan for Indianola Veterinary Clinic subject to remaining staff comments on December 10, 2024; and

WHEREAS, the Site Plan for Indianola Veterinary Clinic is in general conformance with section §165 – *Zoning Regulations* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Indianola Veterinary Clinic is in general conformance with section §165.08 – *Open Space, Landscaping and Buffering* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Indianola Veterinary Clinic is in general conformance with section §165.09 – *Building Design Standards* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, on this 19th day of December 2024, that the Site Plan for Indianola Veterinary Clinic be approved subject to all of staff remaining comments.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Roxanne Stotler, Senior Budget Analyst
Date: December 19, 2024
Subject: Receive and file the FY24 Annual Financial Report.

Introduction: The annual financial report (AFR) is a statement of actual revenues, expenditures and fund balances from the prior fiscal year. It is completed after the fiscal year audit is finalized.

Background: The annual financial report must be filed with the Department of Management annually. The AFR was published in the Record-Herald and Indianola Tribune on November 26, 2024. The AFR is used in the preparation of the following certified budget.

Discussion:

Budget Impact:

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

Attachments: 1. FY24 AFR Final Document

STATE OF IOWA 2024 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2024 CITY OF INDIANOLA, IOWA DUE: December 1, 2024	
	16209100500000
	CITY OF INDIANOLA
	PO Box 299
	INDIANOLA IA 50125-0299
	POPULATION: 15833

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	8,615,079		8,615,079	8,857,026
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	8,615,079		8,615,079	8,857,026
Delinquent Property Taxes	0		0	0
TIF Revenues	1,606,940		1,606,940	1,500,000
Other City Taxes	2,707,795	0	2,707,795	3,019,798
Licenses and Permits	587,400	0	587,400	356,865
Use of Money and Property	1,294,595	1,959,366	3,253,961	1,264,874
Intergovernmental	6,308,988	0	6,308,988	6,043,692
Charges for Fees and Service	1,094,040	35,029,712	36,123,752	36,109,804
Special Assessments	12,287	2,222	14,509	13,951
Miscellaneous	377,488	114,757	492,245	1,749,006
Other Financing Sources	955	274,557	275,512	268,445
Transfers In	6,839,703	8,754,624	15,594,327	9,100,487
Total Revenues and Other Sources	29,445,270	46,135,238	75,580,508	68,283,948
Expenditures and Other Financing Uses				
Public Safety	8,035,144		8,035,144	9,484,417
Public Works	2,015,823		2,015,823	2,334,960
Health and Social Services	0		0	0
Culture and Recreation	2,814,616		2,814,616	3,015,094
Community and Economic Development	421,232		421,232	508,500
General Government	1,656,677		1,656,677	2,226,397
Debt Service	3,646,635		3,646,635	3,661,721
Capital Projects	5,513,265		5,513,265	9,723,354
Total Governmental Activities Expenditures	24,103,392	0	24,103,392	30,954,443
BUSINESS TYPE ACTIVITIES		37,041,659	37,041,659	42,397,687
Total All Expenditures	24,103,392	37,041,659	61,145,051	73,352,130
Other Financing Uses	0	0	0	
Transfers Out	9,998,316	5,596,011	15,594,327	9,100,487
Total All Expenditures/and Other Financing Uses	34,101,708	42,637,670	76,739,378	82,452,617
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-4,656,438	3,497,568	-1,158,870	-14,168,669
Beginning Fund Balance July 1, 2023	28,586,653	31,446,142	60,032,795	47,236,517
Ending Fund Balance June 30, 2024	23,930,215	34,943,710	58,873,925	33,067,848

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2024	Amount	Indebtedness at June 30, 2024	Amount
General Obligation Debt	29,530,000	Other Long-Term Debt	165,486
Revenue Debt	41,663,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	58,831,919

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/26/2024
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2

CITY OF INDIANOLA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	5,111,051	2,605,520		898,508			8,615,079		8,615,079	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	5,111,051	2,605,520		898,508	0	0	8,615,079		8,615,079	4
Delinquent Property Taxes	5							0		0	5
Total Property Tax	6	5,111,051	2,605,520		898,508	0	0	8,615,079		8,615,079	6
TIF Revenues	7			1,606,940				1,606,940		1,606,940	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	195,151						195,151		195,151	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	226,952						226,952		226,952	13
Other Local Option Taxes	14		2,285,692					2,285,692		2,285,692	14
Total Other City Taxes	15	422,103	2,285,692		0	0	0	2,707,795	0	2,707,795	15
Section B - Licenses and Permits	16	586,675				725		587,400		587,400	16
Section C - Use of Money and Property	17										17
Interest	18	896,052	12,108	181,632				1,089,792	1,318,046	2,407,838	18
Rents and Royalties	19	58,429				146,374		204,803	518,497	723,300	19
Other Miscellaneous Use of Money and Property	20							0	122,823	122,823	20
	21							0		0	21
Total Use of Money and Property	22	954,481	12,108	181,632	0	146,374	0	1,294,595	1,959,366	3,253,961	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27	228,881				1,671,694		1,900,575		1,900,575	27
Community Development Block Grants	28							0		0	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	228,881	0		0	1,671,694	0	1,900,575	0	1,900,575	33

REVENUE P3

CITY OF INDIANOLA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		2,236,452					2,236,452		2,236,452	44
Other state grants and reimbursements	48										48
State grants	49	43,607	21,204			198,278		263,089		263,089	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
C&I Replacement and Tier I Business Tax Replacement	54	111,686			7,304			118,990		118,990	54
Business Property Tax Credit	55	135,644	69,231		22,041			226,916		226,916	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	290,937	2,326,887	0	29,345	198,278	0	2,845,447	0	2,845,447	60
Local Grants and Reimbursements											
County Contributions	63							0		0	63
Library Service	64	98,916						98,916		98,916	64
Township Contributions	65							0		0	65
Fire/EMT Service	66	175,065						175,065		175,065	66
IMU	67	1,016,393			54,600	153,356		1,224,349		1,224,349	67
Indianola Community School District (SRO)	68	64,636						64,636		64,636	68
	69							0		0	69
Total Local Grants and Reimbursements	70	1,355,010	0	0	54,600	153,356	0	1,562,966	0	1,562,966	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	1,874,828	2,326,887	0	83,945	2,023,328	0	6,308,988	0	6,308,988	71
Section E -Charges for Fees and Service	72										72
Water	73							0	3,113,264	3,113,264	73
Sewer	74							0	4,922,876	4,922,876	74
Electric	75							0	17,246,686	17,246,686	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79	20,558						20,558	385,325	405,883	79
Hospital	80							0		0	80

REVENUE P4

CITY OF INDIANOLA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0		0	82
Cable TV	83							0	4,999,452	4,999,452	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	700,725	700,725	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90							0		0	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	1,800						1,800		1,800	92
Ambulance Charges	93	756,970						756,970		756,970	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95	65,664						65,664		65,664	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100	249,048						249,048		249,048	100
Animal Control Charges	101							0		0	101
Health Insurance and IWC	102							0	2,317,467	2,317,467	102
IMU	103							0	1,343,917	1,343,917	103
Total Charges for Service	104	1,094,040	0	0	0	0	0	1,094,040	35,029,712	36,123,752	104
Section F - Special Assesments	106				8,657	3,630		12,287	2,222	14,509	106
Section G - Miscellaneous	107										107
Contributions	108	130,337						130,337	23,684	154,021	108
Deposits and Sales/Fuel Tax Refunds	109							0		0	109
Sale of Property and Merchandise	110	106,483						106,483		106,483	110
Fines	111	6,519						6,519		6,519	111
Internal Service Charges	112							0		0	112
Refunds/Reimbursements	113	118,226				10,928		129,154	9,849	139,003	113
Misc Sales	114	3,433	1,562					4,995	1,650	6,645	114
Sales Tax	115							0	79,574	79,574	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	364,998	1,562	0	0	10,928	0	377,488	114,757	492,245	120

REVENUE P5

CITY OF INDIANOLA
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	10,408,176	7,231,769	1,788,572	991,110	2,184,985	0	22,604,612	37,106,057	59,710,669	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124	955						955	6,638	7,593	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125							0	267,919	267,919	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	2,951,147			1,200,000	739,000		4,890,147	8,754,624	13,644,771	127
Internal TIF loans and transfers in	128	45,000		269,373	1,635,183			1,949,556		1,949,556	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	2,997,102	0	269,373	2,835,183	739,000	0	6,840,658	9,029,181	15,869,839	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	13,405,278	7,231,769	2,057,945	3,826,293	2,923,985	0	29,445,270	46,135,238	75,580,508	132
Beginning Fund Balance July 1, 2023	134	9,583,687	2,059,643	5,627,156	122,340	11,149,917	43,910	28,586,653	31,446,142	60,032,795	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	22,988,965	9,291,412	7,685,101	3,948,633	14,073,902	43,910	58,031,923	77,581,380	135,613,303	136

EXPENDITURES P6

CITY OF INDIANOLA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	4,045,509						4,045,509		4,045,509	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	1,023,340						1,023,340		1,023,340	6
Ambulance	7	2,428,157						2,428,157		2,428,157	7
Building Inspections	8	738,138						738,138		738,138	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10							0		0	10
Other Public Safety	11							0		0	11
Community Development - Cost Allocation	12	-200,000						-200,000		-200,000	12
	13							0		0	13
Total Public Safety	14	8,035,144	0		0	0	0	8,035,144		8,035,144	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16		1,366,010					1,366,010		1,366,010	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18		153,756					153,756		153,756	18
Traffic Control Safety	19							0		0	19
Snow Removal	20		88,725					88,725		88,725	20
Highway Engineering	21							0		0	21
Street Cleaning	22		41,086					41,086		41,086	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24	83,164						83,164		83,164	24
Other Public Works	25							0		0	25
Cost Allocations - IT, HR, CM, Comm Dev	26		283,082					283,082		283,082	26
	27							0		0	27
Total Public Works	28	83,164	1,932,659		0	0	0	2,015,823		2,015,823	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	0		0	0	0	0		0	39
Section D - Culture and Recreation	40										40
Library Services	41	878,464						878,464		878,464	41
Museum, Band, Theater	42							0		0	42
Parks	43	703,742						703,742		703,742	43
Recreation	44	907,797						907,797		907,797	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	17,422						17,422		17,422	47
Aquatic Center	48	307,191						307,191		307,191	48
	49							0		0	49
Total Culture and Recreation	50	2,814,616	0		0	0	0	2,814,616		2,814,616	50

EXPENDITURES P7

CITY OF INDIANOLA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52	194,413						194,413		194,413	52
Economic development	53	131,954						131,954		131,954	53
Housing and urban renewal	54	94,865						94,865		94,865	54
Planning and zoning	55							0		0	55
Other community and economic development	56							0		0	56
TIF Rebates	57							0		0	57
	58							0		0	58
Total Community and Economic Development	59	421,232	0	0	0	0	0	421,232		421,232	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	297,513						297,513		297,513	61
Clerk, Treasurer, Financial Administration	62	430,318						430,318		430,318	62
Elections	63	14,794						14,794		14,794	63
Legal Services and City Attorney	64	37,115						37,115		37,115	64
City Hall and General Buildings	65	306,172						306,172		306,172	65
Tort Liability	66							0		0	66
Other General Government	67	922,024						922,024		922,024	67
Facilities	68	110,282						110,282		110,282	68
Cost Allocation	69	-461,541						-461,541		-461,541	69
Total General Government	70	1,656,677	0		0	0	0	1,656,677		1,656,677	70
Section G - Debt Service	71							0		0	71
Principal Payments	72				2,845,000			2,845,000		2,845,000	72
Interest and Other Expense Payments	73	82			801,553			801,635		801,635	73
Total Debt Service	74	82	0	0	3,646,553	0	0	3,646,635		3,646,635	74
Section H - Regular Capital Projects - Specify	75										75
Engineering, Vehicles, Equipment	76	21,240						21,240		21,240	76
General Capital Projects	77					5,492,025		5,492,025		5,492,025	77
Subtotal Regular Capital Projects	78	21,240	0		0	5,492,025	0	5,513,265		5,513,265	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	21,240	0		0	5,492,025	0	5,513,265		5,513,265	83
Total Governmental Activities Expenditures	84	13,032,155	1,932,659	0	3,646,553	5,492,025	0	24,103,392		24,103,392	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF INDIANOLA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								1,886,139	1,886,139	88
Capital Outlay	89								54,600	54,600	89
Debt Service	90								845,412	845,412	90
Sewer and Sewage Disposal - Current Operation	91								2,227,262	2,227,262	91
Capital Outlay	92								946,624	946,624	92
Debt Service	93								2,450,687	2,450,687	93
Electric - Current Operation	94								14,231,056	14,231,056	94
Capital Outlay	95								1,078,618	1,078,618	95
Debt Service	96								1,207,906	1,207,906	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								358,731	358,731	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115								1,219,712	1,219,712	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								115,139	115,139	120
Capital Outlay	121								6,510	6,510	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								3,466,946	3,466,946	123
Capital Outlay	124								1,126,142	1,126,142	124
Debt Service	125								1,803,117	1,803,117	125
Internal Service Funds - Specify	126										126
Health Insurance and Indianola Wellness Campus	127								2,881,427	2,881,427	127
ISF Vehicles and Equipment	128								1,135,631	1,135,631	128
Total Business Type Activities	129								37,041,659	37,041,659	129

EXPENDITURES P9

CITY OF INDIANOLA
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2024 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	13,032,155	1,932,659	0	3,646,553	5,492,025	0	24,103,392	37,041,659	61,145,051	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	2,466,003	5,582,757					8,048,760	5,596,011	13,644,771	132
Internal TIF loans/repayments and transfers out	133			1,680,183		269,373		1,949,556		1,949,556	133
	134							0		0	134
Total Other Financing Uses	135	2,466,003	5,582,757	1,680,183	0	269,373	0	9,998,316	5,596,011	15,594,327	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	15,498,158	7,515,416	1,680,183	3,646,553	5,761,398	0	34,101,708	42,637,670	76,739,378	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						43,910	43,910		43,910	140
Restricted	141	17,113	1,775,996	6,004,918	302,080	8,312,504		16,412,611		16,412,611	141
Committed	142							0		0	142
Assigned	143							0		0	143
Unassigned	144	7,473,694						7,473,694		7,473,694	144
Total Governmental	145	7,490,807	1,775,996	6,004,918	302,080	8,312,504	43,910	23,930,215		23,930,215	145
Proprietary	146								34,943,710	34,943,710	146
Total Ending Fund Balance June 30,	147	7,490,807	1,775,996	6,004,918	302,080	8,312,504	43,910	23,930,215	34,943,710	58,873,925	147
Total Requirements (Sum of lines 136 and 147)	148	22,988,965	9,291,412	7,685,101	3,948,633	14,073,902	43,910	58,031,923	77,581,380	135,613,303	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			

Part IV
Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	13,058,008

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2024						
Purpose	Line	Debt Outstanding JULY 1, 2023	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	89,500		52,500					2,100
Sewer Utility	2.	43,076,000		1,413,000			41,663,000	107,566	939,569
Electric Utility	3.	7,638,000		838,000					315,672
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.	9,935,000		772,000					354,413
GO	10.	32,375,000		2,845,000	29,530,000			57,920	758,801
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		93,113,500	0	5,920,500	29,530,000	0	41,663,000	165,486	2,370,555

B. Short-Term Debt Amount	
Outstanding as of July 1, 2023	
Outstanding as of JUNE 30, 2024	

DEBT LIMITATION FOR GENERAL OBLIGATIONS	Amount		
Part VI Actual valuation -- January 1, 2022	1,176,638,387	x.05 = \$	58,831,919.35

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2024

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
	58,873,925				58,873,925
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.					

Notes & Remarks
REMARKS

This Annual Financial Report is a combination report from the City of Indianola, which is on a cash-basis accounting and the Indianola Municipal Utilities, which is on an accrual form of accounting.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Prior approval of Urban Revitalization Designations

Introduction: Approving the designation will authorize a tax abatement for the property.

Background:

Discussion: The following comprise a list of prior Urban Revitalization Designations for new construction.

Address	Titleholder or Contract Buyer	Estimated or Actual Cost of Improvements	Property Use
1508 E Girard Ave	Sage Homes	\$297,400	Residential
1601 E Orchard Pl	B&J Investments	\$3,721,875	Commercial

Once the projects are complete and the owner submits the final approval application, Council will be asked to approve the final designation.

Budget Impact:

Recommendation: All applications are in order for prior approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2024- approving salaries

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:

Kristen Hoss, Seasonal Planning Intern, \$18.00, extension of internship, effective September 22, 2024, to May 9, 2025; and

Tanner Ortlund, Full-time Police Officer, PO5, to \$250/year longevity, \$89,7712.18/year, effective December 1, 2024; and

Joe Tegels, Full-time Police Officer to PO1, \$72,867.43/year, effective December 1, 2024; and

Rebecca Carlstrom, to Part-time Non-benefitted Personal Trainer, \$22.00/hour, effective December 2, 2024; and

Jay Hackett, Full-time School Resource Officer, PO5 with \$250/year longevity to \$300/year longevity, \$89,762.18/year, effective December 15, 2024; and

Aaron Hurt, Full-time, to Fire Chief, 11A, \$125,197.14/year, effective December 15, 2024; and

Bill Mettee, Full-time, to Senior Planner, Grade 7C, \$89,392.12/year, effective December 15, 2024; and

Mike Visser, Full-time Code Enforcement Officer to Grade 4D, \$67,102.23/year, effective December 15, 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 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: December 19, 2024
Subject: Resolution authorizing agreements for the Illuminate Indianola Mural Project.

Introduction:

The Indianola Public Arts Commission (IPAC) is working on Illuminate Indianola. Illuminate Indianola is a project to help enhance the alleyway between 111 and 115 N Buxton Street to the Square. The alleyway is very dark at night, making it hard for people to get to and from the Square. The project will include lighting and murals on both walls (north and south) in the alleyway. The goal is to encourage people to visit the downtown district and welcome those who call Indianola home.

Background:

111 N Buxton is government property. McGraw Properties owns the property at 115 N Buxton.

IPAC issued a Request for Qualifications and a subsequent Request for Proposals for the project. Three artists submitted qualifications, and the Commission reviewed all and asked two to present their concept ideas.

After reviewing and interviewing Artists the Commission chose Lori Hepner's concept to move forward. Lori has worked with lighting art and has plans to include the community to help design the mural. The design will reflect the heart of Indianola, encourage visitors to experience all the city has to offer, and welcome everyone who gazes at the mural.

Installation of artwork is estimated between May 2025 and September 2025.

Staff Liaison and Commission Members have met with City Streets and Parks & Rec Departments, City Building Official and IMU Electric Departments. There are no concerns with the project.

Discussion:

IPAC spoke with McGraw Properties regarding the proposed mural idea, and they have executed a Public Art Easement Agreement. Council is asked to approve the Art Installation and Public Art Easement Agreements.

Budget Impact:

The project is budgeted for \$50,000. IPAC received a grant from Bravo for a lighted art project in the Buxton alleyway for \$25,000.

Recommendation:

Roll call is in order.

- Attachments:**
1. Res 2024- Authorizing agreements for illuminate Indianola mural project
 2. Hepner Agreement
 3. Alleyway Easement

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION AUTHORIZING AGREEMENTS FOR THE
ILLUMINATE INDIANOLA MURAL PROJECT**

WHEREAS, the Indianola Public Arts Commission (IPAC) issued a Request for Qualifications (RFQ) and a subsequent Request for Proposals (RFP) for the Illuminate Indianola Alley Mural Project; and

WHEREAS, three artists answered the request for qualifications; and

WHEREAS, IPAC interviewed the top two artists from the RFQ process; and

WHEREAS, after a review of the proposals and interviews, IPAC recommends Lori Hepner as the artist for Illuminate Indianola; and

WHEREAS, the attached Art Installation Agreement (Exhibit A) with Lori Hepner sets forth the terms and conditions of the contract and compensation for the services; and

WHEREAS, Illuminate Indianola includes art on the Edward Jones building, owned by McGraw Properties, LLC; and

WHEREAS, said owner has executed a Public Art Easement Agreement for Illuminate Indianola, as attached (Exhibit B).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the attached Art Installation Agreement with Lori Hepner and Public Art Easement Agreement with McGraw Properties, LLC are hereby approved and the Mayor, or Mayor Pro Tem, is hereby authorized and directed to execute said Agreements on behalf of the City.

Approved and passed this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk

ART INSTALLATION AGREEMENT

THIS ART INSTALLATION AGREEMENT (the “Agreement”) is made this day of _____, 2024, by and between the City of Indianola, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (the “City”), and Lori Ann Hepner (the “Artist”). The City and Artist are sometimes referred to herein as the “Parties”.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **PROJECT.**

1.1 **Artwork.** The City grants to Artist permitted use of the site on the Northwest Side of Indianola Square: Taller/City of Indianola Building Wall for the Artwork to be known as *Currents Above: Skies of Wonder*.

1.2 **Accepted Proposal.** The City accepts the terms of the Preliminary Proposal for the Artwork as set out in **Exhibit A**, attached and incorporated herein.

2. **ARTIST.**

2.1 **Fees.** The fees paid to the Artist shall be as set out in **Exhibit A** with \$10,000 paid upon execution of this Agreement, \$25,000 upon submission of the Final Artwork Plan for official approval, and the balance upon installation of the Artwork within 15 business days of the final written approval of the Artwork by the City.

2.2 **Approval Process.** The City agrees to review and provide written feedback or approval of the Final Artwork Plan within 15 business days of submission. If no response is provided within this timeframe, the Final Artwork Plan shall be deemed approved and the Artist entitled to the balance of fees.

3. **ADVERTISING AND MEDIA.**

Artist shall not display, deposit or distribute any placard, handbill, pamphlet, circular, book or other writing containing commercial advertising matter on or about the Artwork without first obtaining written permission from an authorized representative of the City, which shall not be unreasonably withheld.

5. **COPYRIGHT APPROVAL.**

5.1 Copyright Approval. Artist agrees to comply fully with any and all copyright laws in force and effect at the time of presentation. The Artist retains all copyright, moral rights, and intellectual property rights to the Artwork. The City is granted a perpetual, non-exclusive license to display the Artwork at the designated site. Artist will not use City trademarks, design marks or logos without first obtaining express written permission of the City.

5.2 Copyright and Reproduction Rights. The Artist retains all copyright, moral rights, and intellectual property rights to the Artwork. The City is granted a perpetual, non-exclusive license to display the Artwork at the designated site, and the right to photograph and reproduce images of the Artwork for promotional purposes and publications without prior approval of the Artist. The Artist reserves the right to photograph and reproduce images of the Artwork for promotional purposes, portfolio use, and publications without prior approval from the City, provided such use does not imply City endorsement.

6. INSURANCE.

6.1 Insurance. The Artist shall obtain, as part of this Agreement, insurance sufficient to cover any damages which may be made to City property during the installation of the artwork, as well as for any damage, loss, theft, defacement or any other physical or structural damage to the art during installation of the artwork. The City shall make routine checks of the artwork for any damage or negative impacts upon the artwork in a timely fashion in order to mitigate any further damage during installation of the artwork. After installation and written acceptance of the Project by the City, the City shall carry any and all insurance on the Project. The Artist's liability shall not extend to ordinary wear and tear, acts of God, or the actions of third parties.

6.2 Maintenance. Following the City's acceptance of the installed Artwork, the City shall be solely responsible for its maintenance and upkeep. The Artist shall not be required to perform or finance repairs to the Artwork after its acceptance, except where damages result directly from the Artist's actions during installation.

7. INDEMNIFICATION.

Artist agrees to indemnify, save and hold harmless, the City, its officers, employees, volunteers, contractors and agents (collectively, the "Indemnitees") against any losses, claims, damages, liabilities, actions, suits, proceedings, costs, or expenses that the Indemnitees may suffer, incur, or sustain or for which it or they may become liable (including, but not limited to, mechanic's liens, personal or bodily injury to or death of persons or loss or damage to property) resulting from, arising out of, or relating to any negligence or intentional misconduct in the performance of Artist under this Agreement. The Artist shall not be held responsible for claims or damages resulting from actions or omissions by the City or third parties.

8. FORCE MAJEURE.

8.1 Force Majeure. It is mutually agreed that no Party shall be held responsible for any losses resulting from delays or failures to fulfill any terms, conditions or provisions of this Agreement caused by events beyond their reasonable control, including if either Party shall be delayed or prevented because of war, revolution, riot or other disorder, fire, flood, supply chain disruptions, or acts of God.

8.2 Termination Clause. In the event the City terminates this Agreement prior to the completion of the Artwork, the Artist shall be compensated for all work performed and expenses incurred up to the date of termination. The Artist retains the right to reclaim any portion of the Artwork not yet installed, along with associated intellectual property rights.

9. NOTICE.

All notices required herein shall be in writing and shall be deemed received when a copy thereof, addressed to such party as provided herein, is delivered by personal delivery of facsimile , or the next business day after being sent by a generally recognized overnight delivery service, or three (3) days after being sent by certified or registered mail return receipt requested, postage prepaid, to the address listed below or in such other address as one party may designate in writing to the other party.

For the City:
City of Indianola
110 N 1st Street
Indianola, Iowa 50125
Attn: City Clerk

For the Artist:
Lori Ann Hepner
3603 California Ave. Unit A
Pittsburgh, PA 15212

10. ASSIGNS.

All of the terms and conditions of the Agreement are binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

11. SEVERABILITY.

In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court of any other governmental body, this Agreement shall be construed as not containing such provision, and any

and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

12. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute on and the same instrument. Electronic signatures (facsimile or .pdf) of or on behalf of either City or Artist on this Agreement shall be effective for all purposes.

13. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of the State of Iowa.

14. AMENDMENTS.

14.1 Amendments. No changes, amendments, modifications or discharge of the Agreement, or any other part of it are valid unless mutually agreed upon in writing and signed by the authorized agents of the Parties or their respective successors and assigns.

14.2 Dispute Resolution. Any disputes arising under this Agreement shall first be subject to mediation, with a mutually agreed-upon mediator. If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association. The Parties agree to share equally in the costs of mediation or arbitration.

15. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached to it, constitutes the entire agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon the Agreement that are not expressly addressed in the Agreement.

16. AUTHORITY.

The individual officers, agents and employees of Artist and the City who have executed this Agreement hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement and perform the transactions contemplated hereunder on behalf of and in the name of their respective principals and/or employees.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed and delivered by their duly authorized representatives as of the date first above written.

CITY OF INDIANOLA, IOWA

By: _____
Name: _____
Title: _____

Date: _____

ARTIST

By: _____
Name: Lori Hepner

Date: _____

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC ART EASEMENT AGREEMENT

This PUBLIC ART EASEMENT AGREEMENT (the “Agreement”) is made on this ____ day of _____, 2024, (the “Effective Date”), by and between the City of Indianola, Iowa, a municipal corporation (the “City”), and McGraw Properties, LLC, an Iowa limited liability company (the “Grantor”). City and Grantor may hereinafter be referred to as the “Parties”.

WHEREAS, the Parties desire that public art murals will be incorporated into the Indianola downtown core, and to that end, City will dedicate funds and contract with Lori Hepner for the design, installation, and/or maintenance of a public art mural at Buxton Alley located on the square between 111 and 115 N Buxton Street, in Indianola, Iowa (the “Property”);

WHEREAS, Grantor owns a portion of the Property, and has agreed to make it available to the City of the installation of a mural (“Mural”) by Lori Hepner (the “Artist”), as generally depicted in the Preliminary Proposal by Artist attached hereto as Exhibit A (the “Proposal”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

- 1. GRANT OF EASEMENT.** Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on the Property.
- 2. TERM.** This Agreement, and the easement granted hereunder, shall continue, unless terminated by mutual agreement of the parties, or in accordance with Paragraph 4 below.
- 3. RECORDATION.** City shall record this Agreement in the land records of Warren County, Iowa, and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is:

4. TERMINATION.

a. Termination by Grantor. This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days written notice to City and receipt of the City's written consent to terminate, upon Grantor's showing of any of the following:

- (1) That the Property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
- (2) That the Property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
- (3) That the Property is to be substantially remodeled or altered in a way that precludes the continued maintenance of the Mural;
- (4) That Grantor's circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense.

b. Termination by City. This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days written notice to Grantor, if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.

5. MAINTENANCE AND REPAIR OF MURAL. During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

6. RIGHT OF ENTRY. City or Artist shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of

the purposes described in this Agreement. City shall provide Grantor at least forty-eight (48) hours' prior notice of such entry.

7. **BINDING EFFECT.** The easement granted in this Agreement shall run with the land and shall be binding upon, and inure to the benefit of, the Grantor and the City and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title or interest in the Property.
8. **CONTRACTUAL RELATIONSHIPS; ASSIGNMENT.** This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this Agreement without the prior written consent of the other.
9. **NOTICE.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Grantor: McGraw Properties, LLC c/o Grant P. McGraw 115 N Buxton St. Indianola, IA 50125	City: City of Indianola, Iowa c/o City Clerk 110 N 1st St. Indianola, IA 50125
--	--
- Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.
10. **NON-APPROPRIATION.** Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based on upon the availability of public funding under the authority of its statutory mandate.
11. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
12. **AMENDMENTS.** No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.
13. **TIME IS OF THE ESSENCE.** The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

- 14. BINDING UPON SUCCESSORS.** Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.
- 15. SEVERABILITY.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.
- 16. ATTORNEY FEES.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled to, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, inter alia, any default, termination, or forfeiture of this Agreement.
- 17. FINAL AGREEMENT.** This Agreement sets forth all promises inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- 18. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right to remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- 19. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa and the ordinances of the City of Indianola.
- 20. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

21. APPROVAL REQUIRED. This Agreement shall not become effective or binding until approved by the City Council of the City of Indianola.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date first written above.

GRANTOR:

By: _____
Grant McGraw, President

STATE OF IOWA, WARREN COUNTY) ss:

On this _____ day of _____ 20____, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Grant McGraw to me personally known as the President of McGraw Properties, LLC who being by me duly sworn, did say that they are executing the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of said organization.

Notary Public in and for the State of Iowa

CITY OF INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

By: _____
Jackie Rafferty, City Clerk

STATE OF IOWA, WARREN COUNTY) ss:

On this _____ day of _____ 20____, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Stephanie Erickson and Jackie Rafferty to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day _____, 20____, and the said Stephanie Erickson and Jackie Rafferty acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by its and by them voluntarily executed.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Council Committee Representatives

Introduction: Council Members have the opportunity to be representatives on various committees.

Background:

Discussion: The Council must select 2025 representatives or have the current representatives affirm their commitment. The Council will need to select or affirm representation on the following committees:

Bravo
E911 Board
Greater Des Moines Convention Center and Visitors Bureau
South Central Iowa Landfill Board
Metro Advisory
Warren County Economic Development Corporation
Warren County Emergency Management
North and Middle Rivers Watershed Management Authority
Indianola Downtown Merchants (liaison appointment)

Additionally, the Mayor is asked to affirm or appoint a Mayor Pro Tem for 2025.

Attached is a list of committees.

Budget Impact:

Recommendation: Discussion and direction.

Attachments: 1. Council Committees

Board	Current Member	Terms	Appointed by	Notes	Agreement
BRAVO					
	VACANT		Council	Can be a citizen or elected official	28E
CIRTPA					
		yearly resolution	Council	2nd Thursday of even months at 9:30 am	
Policy Committee	Vacant		2024	Policy committees should be elected officials	
Secondary	Vacant				
Tech Committee	Akhilesh Pal				
Secondary	Wade Wagoner				
Des Moines MPO					
		yearly resolution	Council	1st Thursday at 9:30 am	
Policy Committee	Vacant		2024	Policy committees should be elected officials	
Secondary	Vacant				
Tech Committee	Wade Wagoner				
Secondary	Akhilesh Pal				
E-911 Board					
	Vacant			Any staff or elected official of the City of Indianola; usually a Police or Fire Chief or elected official	
	Ron Dalby (alternate)				
Greater DM Convention Center					
	Steve Armstrong		2024	elected official	28E
Landfill Board					
				3rd Wednesday of odd months at 1pm	
	Mellisa Sones		2024	elected official	
	Steve Armstrong				
Mayor Pro Tem					
	Steve Richardson		2022		
Metro Advisory					
	Steve Richardson		2024	elected official	Memorandum of Understanding 12-04-00
WCEDC					
	Interim City Manager Wade Wagoner		2022	City Manager is usually the primary member with an elected official as secondary	
	Josh Rabe (alternate)		2024		
WCEMA					
	Vacant		2022	The Mayor is usually the primary member with an elected official as secondary	
	Christina Beach				
North and Middle Rivers Watershed Management Authority Agreement					
	Wade Wagoner				28E Agreement
	Josh Rabe (alternate)		2024		
Indianola Downtown Merchants					
	Steve Richardson	morning meetings	2024		no board seat, just attending as a city liaison
	Mellisa Sones	eventing meetings	2024		



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 19, 2024
Subject: Resolution appointing the City of Indianola representation to the Des Moines Metropolitan Planning Organization (MPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA).

Introduction: Indianola is a member of the Des Moines Metropolitan Planning Organization (MPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA).

Background: The MPO agreement requires an annual resolution appointing representation.

Discussion: The Council is asked to choose primary and alternate representatives for the MPO Policy Committee and for the CIRTPA Policy Committee and to affirm the staff appointments on the Technical Committees for each group. Best practice is to appoint an elected official to each policy committee.

The MPO agreement states that a person appointed as a representative to one committee can not also serve on the other committee. (The members on the policy and technical committees must be different for MPO.)

Included in the packet is the 2025 MPO Committee meeting dates.

Budget Impact:

Recommendation: Motion should include the representatives for each policy committee. Roll call is in order.

Attachments:

1. MPO Letter and 2025 Meeting Dates
2. Res 2024- DMMPO Representation 2025



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

November 20, 2024

Mayor Stephanie Erickson
City of Indianola
110 N 1st Street
Indianola, IA 50125

Subject Line: MPO Representatives for 2025

Greetings,

The Des Moines Area MPO is requesting its member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee for terms that will run from January 1, 2025, through December 31, 2025.

Per the Des Moines Area MPO's [28E Agreement](#), the City of Indianola is entitled to one non-voting representative on the Policy Committee and one non-voting representative on the Technical Committee. In addition to designating your primary representatives, we also ask that you designate alternative representatives to attend meetings in the event of a primary representative's absence.

A sample resolution is attached to aid in this process. Please provide your signed resolution to tdeckard@dmampo.org by December 31, 2024. Also attached is a representative form to complete with contact information for your representatives, a document containing the 2025 meeting dates, and a list of factors to consider as it makes its 2025 Des Moines Area MPO's committee appointments. Please contact MPO staff should you have any questions.

Regards,

Dylan Mullenix
Executive Director

cc: City Clerk



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

2025 Representative Information for _____

(Please fill in all information to guarantee contact information is up-to-date in our records)

Committee	Representative Contact Information	
Policy Committee Primary	Name:	
	Title:	
	Email:	
Policy Committee Alternate	Name:	
	Title:	
	Email:	
Technical Committee Primary	Name:	
	Title:	
	Email:	
Technical Committee Alternate	Name:	
	Title:	
	Email:	

If additional staff persons should receive copies of emails for the representatives, please provide the following:

Name: _____

Title: _____

E-Mail: _____

Return with a resolution affirming your representatives by December 31, 2024 to:

Tracey Deckard, Office Manager
Des Moines Area Metropolitan Planning Organization
420 Watson Powell Jr., Way | Suite 200
Des Moines, Iowa 50309
tdeckard@dmampo.org

Altoona • Ankeny • Bondurant • Carlisle • Clive • Dallas County • Des Moines • DART
Grimes • Johnston • Mitchellville • Norwalk • Pleasant Hill • Polk City • Polk County
Urbandale • Warren County • Waukee • West Des Moines • Windsor Heights



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

When making appointments to the Des Moines Area MPO's committees, we ask that you consider the following:

- The Des Moines Area MPO's 28E Agreement states *"...the representative or representatives who shall serve on the Des Moines Area MPO shall be a member or members of its governing body or other person or persons appointed in the manner approved by such governing body. Alternative representatives may be similarly appointed, on a temporary or permanent basis, as a member government shall determine."* In addition to the forms provided, please provide a copy of the resolution appointing your representatives.
- The Des Moines Area MPO's 28E Agreement states no person appointed as a representative to one committee may serve as a primary representative or as an alternate representative on the other committee.
- The Des Moines Area MPO encourages a strong link between the appointing member's governing body its designated Des Moines Area MPO representatives, with this link enhancing the ability of the appointed representatives to carry forward that member's views when communicating with other member governments and agencies through the Des Moines Area MPO process.
- The Des Moines Area MPO urges that a member, when making its appointments, select individuals who are committed to and willing to attend and participate in the Des Moines Area MPO's meetings and activities on a regular basis. A 2024 meeting calendar has been included for your reference. Per the Des Moines Area MPO's Bylaws, if a representative, or their alternate, fails to attend three consecutive meetings, the Des Moines Area MPO Executive Director shall notify the member government to request consideration of a new appointment.
- The Des Moines Area MPO is committed to developing policies and programs that do not discriminate on the basis of race, color, income, national origin, disability, sexual orientation, gender, or similar factors. As such, we urge member governments to consider diversity when making these appointments to ensure its decision makers reflect the diversity of the region.

2025 MPO COMMITTEE MEETING DATES

1 st Thursday unless otherwise noted		3 rd Thursday unless otherwise noted
Technical 9:00 am	Executive 11:30 am	Policy 4:00 pm
January 9*		January 23*
February 6		February 20
March 6		No meeting
April 3		April 17
May 1		May 22**
June 5		June 26 [†]
July 10 [♦]		No meeting
August 7		August 21
September 4		September 18
October 2		October 16
November 6		November 20
December 4		No meeting

*Moved back a week due to New Years Holiday

**Moved back a week due to DMDC Trip

[†] Moved back a week due to Juneteenth Holiday

[♦] Moved back a week due to 4th of July Holiday

City of Indianola
RESOLUTION 2024-

**RESOLUTION APPOINTING THE CITY OF INDIANOLA REPRESENTATION TO THE
DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION AND THE
CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE**

WHEREAS, the City of Indianola is a member of the Des Moines Metropolitan Planning Organization (DMMPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA); and

WHEREAS, the Des Moines Area MPO has requested its member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee for terms that will run from January 1, 2025, through December 31, 2025.

NOW, THEREFORE, be it resolved by the City Council the City of Indianola to appoint the following representatives to the Des Moines Area MPO and CIRTPA:

DMMPO

Policy Committee Primary Representative	
Policy Committee Alternate Representative	
Technical Committee Primary Representative	Wade Wagoner, Deputy City Manager
Technical Committee Alternate Representative	Akhilesh Pal, Public Works Director

CIRTPA

Policy Committee Primary Representative	
Policy Committee Alternate Representative	
Technical Committee Primary Representative	Akhilesh Pal
Technical Committee Alternate Representative	Wade Wagoner, Deputy City Manager

PASSED AND APPROVED this 19th day of December 2024.

ATTEST:

Jackie Raffety, Clerk



MEMORANDUM

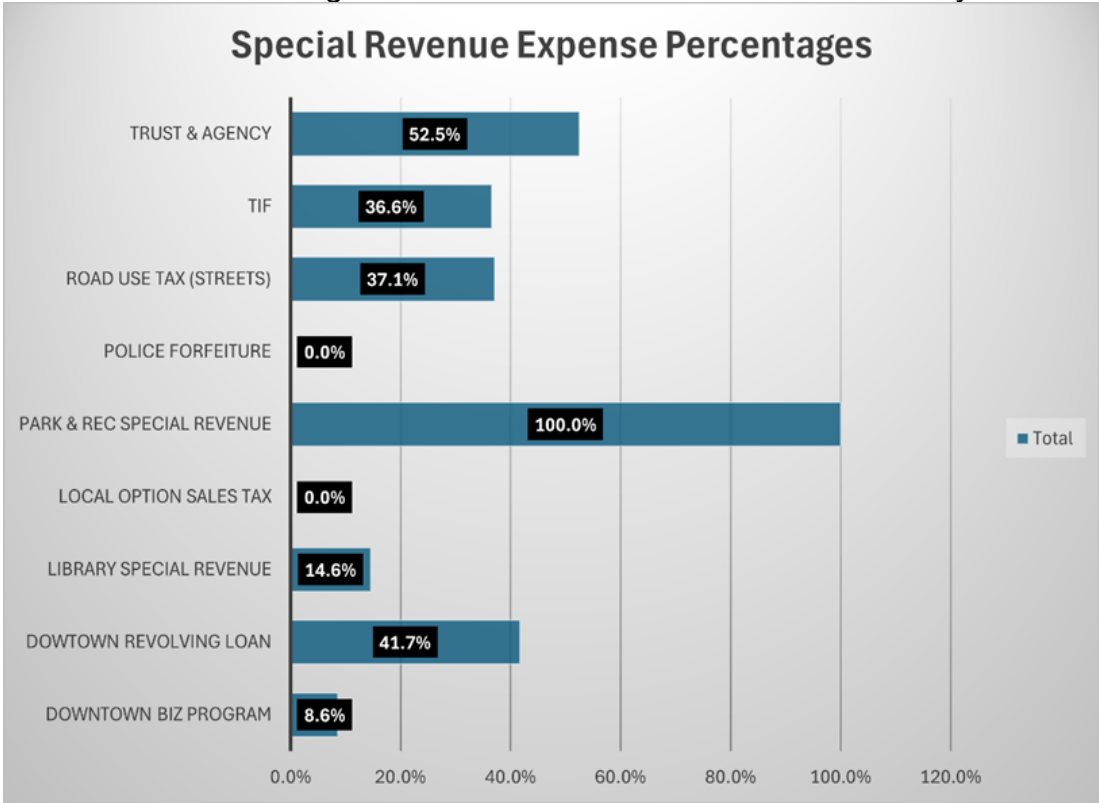
To: Mayor and City Council
From: Roxanne Stotler, Senior Budget Analyst
Date: December 19, 2024
Subject: Receive and file the November 2024 Treasurer's Report.

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 November 2024, funds should have expended 41% of their budgets. Percentage variances greater than 65% will be explained further. Funds that are currently in the negative will also be explained.

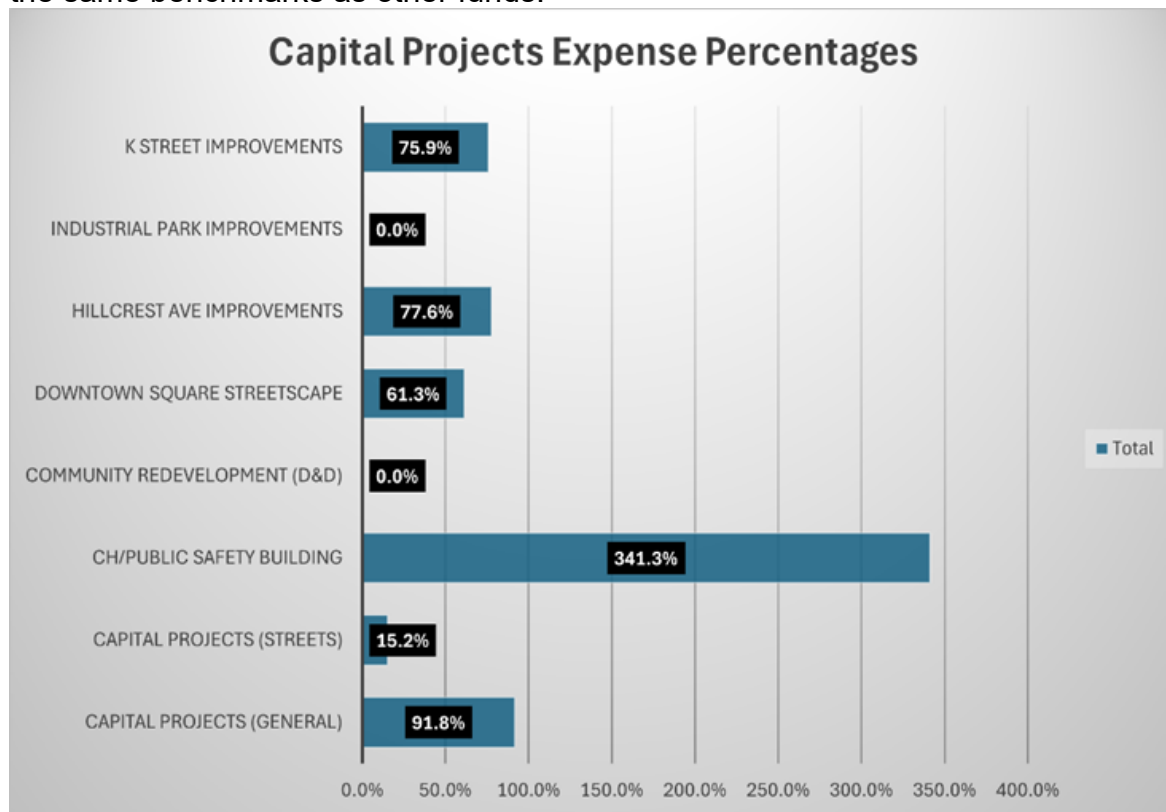
Discussion: All of the general funds are within the benchmark ranges.

Fund 142 (Parks & Rec Special Revenue Fund) is over the 41% benchmark. The fund is used for the Hometown Pride expenses. As Doug Bylund previously advised, the City will be reimbursed from Hometown Pride raising the Iowa Great Places Grant this calendar year.

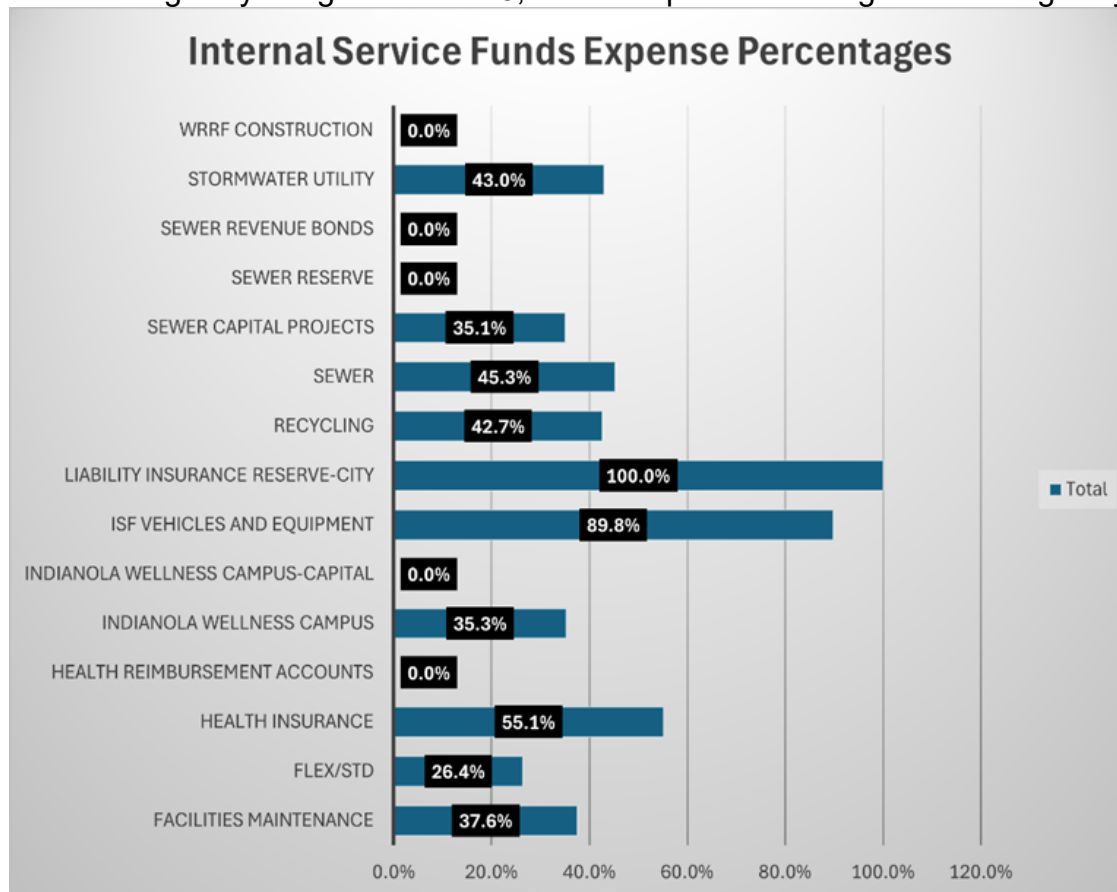


Capital Projects are paid as projects, or phases of projects, are completed and do not always follow

the same benchmarks as other funds.



The liability insurance reserve fund had one budgeted expense, which has been paid. Further, there has been additional activity within the ISF Vehicles and Equipment fund. The Jetvac arrived, which was not originally budgeted in FY25, so our expenses are higher than originally anticipated.



There are several funds that are currently in the negative:

- Fund 142 (Parks & Rec Special Revenue Fund) will be reimbursed during the fiscal year by Hometown Pride.
- Fund 340 (CH/Public Safety Building) is used for expenses related to the Howard Street (Regions Bank) building. Fund 353 (Community Redevelopment (D&D) was used to tear down and remove the house at 204 North C Street adjacent to the Library. The source of revenue to fund these have yet to be determined.
- Fund 680 (Indianola Wellness Campus) is being monitored by IWC and the Finance Staff.
- Fund 860 (Facilities Maintenance) is slightly in the negative. Per advice from our external auditors, Facilities will be moved to the General Fund in January 2026 and Fund 860 will become obsolete at that time.
- Fund 890 (ISF Vehicles and Equipment) transfers from departments have not been completed yet this year. Finance will work on completing these to replenish the cash for the expenses paid so far this year.

Budget Function Check

This chart shows how the city is sitting in each function compared to our budget submitted to the State. If expenses are close to going over the budgeted amount, an amendment will be required. These numbers include November expenses and the budget amendment.

REVENUES:	FY25 Budget	FY25 Actual	Variance	Percent Of Budget
Taxes Levied on Property	9,198,292.00	4,830,881.35	4,367,410.65	53%
TIF Revenues	1,500,000.00	823,168.74	676,831.26	55%
Other City Taxes	2,874,229.00	1,281,102.20	1,593,126.80	45%
Licenses & Permits	332,950.00	139,166.34	193,783.66	42%
Use of Money & Property	727,689.00	388,389.23	339,299.77	53%
Intergovernmental	6,909,911.00	1,965,715.61	4,944,195.39	28%
Charges for Service	10,569,219.00	4,822,727.97	5,746,491.03	46%
Special Assessments	983.00	3,061.00	(2,078.00)	-311%
Miscellaneous Category	646,566.00	371,800.82	274,765.18	58%
Transfer In	15,696,722.00	5,447,499.09	10,249,222.91	35%
Total Revenues & Other Resources	39,258,269.00	15,242,631.00	24,015,638.00	39%
EXPENDITURES:	FY25 Budget	FY25 Actual	Variance	Percent of Budget
Public Safety	9,391,332.75	4,101,290.25	5,290,042.50	44%
Public Works	2,385,970.00	901,273.71	1,484,696.29	38%
Culture & Recreation	3,404,159.04	1,535,561.04	1,868,598.00	45%
Community & Economic Development	1,804,777.00	334,804.11	1,469,972.89	19%
General Government	2,323,862.10	981,883.96	1,341,978.14	42%
Debt Service	3,429,163.00	364,355.94	3,064,807.06	11%
Capital Projects	6,828,000.00	4,513,420.38	2,314,579.62	66%
Business Type/Enterprise	13,977,370.55	5,419,687.31	8,557,683.24	39%
Transfer Out	15,696,722.00	5,676,934.43	10,019,787.57	36%
Total Expenditures/Transfers Out	59,241,356.44	23,829,211.13	35,412,145.31	40%

Budget Impact: The funds over the 65% threshold have either completed project stages to pay project costs, purchased large expenditures or currently have an unknown source of funding. The individual funds in the negative are being closely monitored by Finance; but none of the overall fund balances on the Treasurer's report (ie. General Fund, Capital Projects, etc.) are in the negative. Lastly, the budget function check reveals that none of the expenditure categories are in danger of exceeding the budget at this time.

Recommendation: Receive and file by simple motion.

Attachments: 1. November 2024 Treasurer's Report

FINANCIAL REPORT
MONTH OF NOVEMBER 2024

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance	Revenue Percent	Expense Percent
001 General Government	2,819,369.09	266,035.40	282,780.90	80,486.14	29,416.67	2,853,693.06	31.9%	38.4%
011 Police	2,070,429.16	194,136.44	336,114.75	84,826.21	-	2,013,277.06	49.7%	39.9%
015 Fire	99,033.35	41,618.41	68,046.38	19,567.95	-	92,173.33	55.2%	42.2%
016 Ambulance	500,811.50	136,521.24	195,275.04	35,578.08	-	477,635.78	49.0%	38.5%
041 Library	317,358.54	84,597.95	68,665.42	12,452.33	-	345,743.40	52.4%	33.7%
042 Park & Recreation	837,411.78	99,262.79	130,941.59	22,267.01	-	827,999.99	51.1%	41.2%
045 Memorial Pool	(522.33)	4,432.06	1,176.23	-	1,380.17	1,353.33	33.2%	55.4%
099 Franchise Fee-MEC	647,327.25	30,419.54	-	-	41,666.67	636,080.12	22.0%	41.7%
GENERAL FUND SUB-TOTAL	7,291,218.34	857,023.83	1,083,000.31	255,177.72	72,463.51	7,247,956.07		
110 Road Use Tax (Streets)	1,746,149.19	188,774.20	127,126.36	25,000.00	28,590.16	1,804,206.87	45.5%	37.1%
112 Trust & Agency	166,473.78	177,890.41	-	-	177,890.41	166,473.78	51.6%	52.5%
121 Local Option sales Tax	902,985.43	167,085.53	-	-	-	1,070,070.96	46.5%	0.0%
125 TIF	6,255,159.51	172,656.14	-	-	114,717.67	6,313,097.98	57.4%	36.6%
141 Library Special Revenue	64,291.86	272.61	1,627.65	-	-	62,936.82	21.6%	14.6%
142 Park & Rec Special Revenue	(12,492.10)	-	-	-	-	(12,492.10)	30.0%	100.0%
160 Downtown Revolving Loan	69,007.11	-	-	-	8,583.33	60,423.78	0.0%	41.7%
161 Downtown BIZ Program	159,688.79	-	61,858.92	31,000.00	-	128,829.87	12.2%	8.6%
177 Police Forfeiture	-	-	-	-	-	-		
SPECIAL REVENUE SUB-TOTAL	9,351,263.57	706,678.89	190,612.93	56,000.00	329,781.57	9,593,547.96		
200 DEBT SERVICE (SUB-TOTAL)	1,238,111.88	73,149.22	221,364.75	114,717.67	-	1,204,614.02	32.8%	6.5%
301 Capital Projects (General)	788,949.12	-	32,498.00	-	-	756,451.12	1.8%	91.8%
321 Capital Projects (Streets)	1,728,673.77	25.00	125,044.79	41,666.67	-	1,645,320.65	22.8%	15.2%
322 Downtown Square Streetscape	328,607.84	69,025.11	3,953.00	-	-	393,679.95	151.2%	61.3%
323 Hillcrest Ave Improvements	665,035.43	-	605,085.96	-	-	59,949.47	0.0%	77.6%
324 K Street Improvements	1,549,208.26	-	469,300.93	-	-	1,079,907.33	0.0%	75.9%
340 CH/Public Safety Building	(198,884.49)	10,795.54	12,953.22	-	-	(201,042.17)	41.9%	341.3%
353 Community Redevelopment (D&D)	(1,681.52)	-	-	-	-	(1,681.52)	0.0%	0.0%
354 Industrial Park Improvements	496,170.22	-	-	-	-	496,170.22	0.0%	0.0%
CAPITAL PROJECTS SUB-TOTAL	5,356,078.63	79,845.65	1,248,835.90	41,666.67	-	4,228,755.05		
541 LIBRARY ENDOWMENT FUND	62,587.95	1,013.41	-	-	-	63,601.36	156.4%	0.0%
610 Sewer	433,225.52	-	128,442.41	208,333.33	45,233.65	467,882.79	41.7%	45.3%
650 Stormwater Utility	1,404,731.27	57,052.95	203,333.36	-	26,666.67	1,231,784.19	42.7%	43.0%
670 Recycling	216,123.15	38,881.33	30,690.30	-	5,416.66	218,897.52	44.0%	42.7%
680 Indianola Wellness Campus	(136,685.86)	99,843.89	98,930.93	-	-	(135,772.90)	36.4%	35.3%
681 Indianola Wellness Campus-Capital	70,327.20	-	-	-	-	70,327.20	0.0%	0.0%
710 Sewer Capital Projects	1,293,476.18	428,439.53	10,842.50	-	413,556.66	1,297,516.55	38.1%	35.1%
771 Sewer Reserve	114,238.70	-	-	-	-	114,238.70	0.0%	0.0%
781 WRRF Construction	1,250,353.83	-	-	-	-	1,250,353.83	0.0%	0.0%
791 Sewer Revenue Bonds	1,332,407.91	-	-	205,223.33	-	1,537,631.24	41.7%	0.0%
820 Health Insurance	2,805,480.06	138,455.71	131,824.08	-	-	2,812,111.69	43.1%	55.1%
830 Health Reimbursement Accounts	-	-	-	-	-	-	0.0%	0.0%
840 Flex/STD	36,882.33	-	15.30	-	-	36,867.03	0.0%	26.4%
850 Liability Insurance Reserve-City	(3,696.09)	-	-	5,000.00	-	1,303.91	100.0%	100.0%
860 Facilities Maintenance	(4,466.03)	-	10,146.71	7,000.00	-	(7,612.74)	27.8%	37.6%
890 ISF Vehicles and Equipment	778,394.72	-	785,450.35	-	-	(7,055.63)	2.3%	89.8%
CITY UTILITY & ISF SUB-TOTAL	9,590,792.89	762,673.41	1,399,675.94	425,556.66	490,873.64	8,888,473.38		
City Funds Subtotal	32,890,053.26	2,480,384.41	4,143,489.83	893,118.72	893,118.72	31,226,947.84		
GRAND TOTAL CITY FUNDS	32,890,053.26	2,480,384.41	4,143,489.83	893,118.72	893,118.72	31,226,947.84		
Cross Check Total						31,226,947.84		
Investments				Clerk's Balance		31,226,947.84		
Bankers Trust	\$	27,519,459.73						
Iowa Public Agency Inv. Trust	\$	129,264.76						
Payroll Account, TruBank								
Checking Account, TruBank	\$	110,036.16		Plus Outstanding Checks	\$	249,069.32		
Sweep Account, TruBank	\$	3,271,914.04		Minus Outstanding Deposits	\$	(929.99)		
Indianola Hometown Pride, TruBank	\$	26,090.40		Bank Adjustment				
Indianola EMS - TruBank	\$	268,695.69		Book Adjustment				
Indianola EMS - Bankers Trust	\$	149,626.39			\$	-		
BANK BALANCE		31,475,087.17				31,475,087.17		

Fund Balance

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INTEREST DISTRIBUTION		% OF TOTAL	INTEREST INCOME	YTD Interest
General Fund (Non-Program 9500)	001-9500-43000	74.00%	\$ 74,992.35	\$ 289,089.08
TIF (Fund 125)	125-5200-43000	15.00%	\$ 15,201.15	\$ 58,599.14
Library Endowment Fund (Fund 541)	541-4100-43000	1.00%	\$ 1,013.41	\$ 3,906.61
Sewer (Fund 710)	710-8300-43000	2.00%	\$ 2,026.82	\$ 7,813.23
Health Insurance	820-9300-43000	8.00%	\$ 8,107.26	\$ 31,252.86
TOTAL		100.00%	\$ 101,341.02	\$ 390,660.92



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 19, 2024
Subject: South K Street Paving Project

Introduction: This memorandum requests City Council's approval of several items related to the completion of the South K Street Paving Project. These include Application for Partial Payment No. 6, Change Order No. 5, a supplemental agreement for seeding, and resolutions for the acceptance of work and special assessment processes.

Background: The South K Street Paving Project, which began earlier this year, aimed to improve the roadway with upgraded pavement, subgrade preparation, and stormwater management features. The work included a 12" cement-treated subgrade with 3" asphalt pavement from the southern City limits to approximately 350 feet south of West 2nd Avenue, transitioning to concrete pavement with a right turn lane at the intersection. Major culverts were also replaced while maintaining roadside ditches for stormwater conveyance.

The original contract for the project was awarded to Vanderpool Construction, Inc. for \$1,774,635.00. With all approved change orders, the total project cost, based on field-measured quantities, is \$1,818,558.27. The project has been completed in substantial compliance with the approved plans and specifications, and South K Street is now open to traffic.

Discussion: City staff and engineers from Snyder & Associates, Inc. have reviewed the project and confirmed its completion, with the exception of seeding, which may need to be reseeded in Spring 2025. The following actions are recommended for Council consideration:

1. Partial Payment No. 6: The contractor has submitted Application for Partial Payment No. 6 in the amount of \$9,865.04 for work completed during November 2024.
2. Change Order No. 5: This change order reconciles final quantities to field measurements, reducing the total contract amount by \$27,262.92.
3. Supplemental Agreement: The supplemental agreement adjusts the retainage amount to \$76,647.91, to be released 30 days after acceptance by the City Council. If reseeding is required in Spring 2025, the agreement stipulates a lump sum payment of \$14,280.00 upon completion of the seeding work by May 31, 2025.

Additionally, as this project involves special assessments, the City has worked with Maria Brownell of Ahlers & Cooney to ensure compliance with Iowa Code Chapter 384. The special assessment process requires Council approval of a final schedule of assessments, fixing the final assessed amount at \$337,073.69, which is significantly lower than the preliminary maximum amount of \$529,790.25. To finalize the assessments, the City Council will need to take the following actions:

1. Approve a resolution accepting the work on South K Street paving project.
2. Approve a resolution ordering the preparation of the final plat and schedule of assessments. This step ensures that the final costs, including changes from the original estimate, are appropriately allocated among the benefiting properties.
3. Approve a resolution adopting and levying the final schedule of assessments. This resolution formally establishes the amounts to be assessed to each property owner and authorizes the collection of these amounts.
4. Ensure that notice of the final plat and schedule of assessments is mailed to each property owner and published in accordance with Iowa Code. These actions ensure transparency and give property owners the required opportunity to review the assessments and raise any objections.
5. Approve a certificate of levy of assessments, which will be filed with the County Treasurer for collection.

Budget Impact: The Partial Payment No. 6 in the amount of \$9,865.04 is within the allocated budget for this project. The adjustments outlined in Change Order No. 5 and the supplemental agreement remain within the overall project budget. The special assessments will recover \$337,073.69 of the project cost, helping to offset the City's expenses.

Recommendation: City staff recommends that the City Council:

1. Approve Partial Payment No. 6 in the amount of \$9,865.04, Change Order No. 5, which reduces the contract amount by \$27,262.92, and the supplemental agreement with Vanderpool Construction, Inc. to address the potential reseeding in Spring 2025.
2. Approve the resolutions related to the acceptance of work, preparation of the final plat and schedule of assessments, and adoption and levying of the final schedule of assessments.

These actions will close out the South K Street Paving Project and ensure that all required steps for the special assessment process are completed in compliance with Iowa Code. The improved roadway will serve the community's needs, and the final steps will bring the project to a successful conclusion.

Attachments:

1. Engineer's Final-Acceptance-Packet_2024-12-11V
2. Resolution Final Documents for South K Street Paving Project
3. Thrid Updated Letter and proceedings for final acceptance and levy - Indianola South K Street Paving Project

December 12, 2024

Akhilesh Pal, PE
Public Works Director
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: Application for Partial Payment No. 6
Change Order No. 5
South K Street Paving Project

Dear Mr. Pal:

Please find the enclosed Application for Partial Payment No. 6 in the amount of \$9,865.04 and Change Order No. 5 to reduce the total contract amount by \$27,262.92 for work accomplished in November 2024. The Contractor has completed all punch list work with exception of the type 1 seeding that may need to be reseeded by May 31, 2025.

The enclosed supplemental agreement will reduce the retainage amount released 30 days after acceptance by City Council from \$90,927.91 to \$76,647.91. The supplemental agreement must be signed by The City and Contractor prior to the 30 days after acceptance. After 30 days from acceptance, the City shall release the adjusted retainage, in the amount of \$76,647.91 to the Contractor. If seeding is required in the Spring of 2025, the completion of seeding shall be completed prior to May 31, 2025. Upon acceptance of the seeding, the City shall make a lump sum payment of \$14,280.00 to Vanderpool Construction, Inc.

Snyder & Associates, Inc. has completed field observations and measurements and has found the project to be complete in substantial compliance with the approved plans and specifications. The total project amount, including all change orders and measured quantities is \$1,818,558.27. The original contract/bid amount was \$1,774,635.00.

The Contract included 92 working days to complete the project. At the end of the pay period, 91 working days, or 98.9% of the contract working days, had been used.

Change order No. 5 includes many items that are reconciled to their field measured, final quantities at the contract unit prices.

Snyder recommends approval for Application for Partial Payment No. 6 and Change Order No. 5 for work complete by Vanderpool Construction, Inc. during the November 2024 pay period.

These values are summarized as follows:

Payment and Completion Summary for November 2024	
Item	Amount
Partial Payment Application No. 1	\$165,577.76
Partial Payment Application No. 2	\$240,191.91
Partial Payment Application No. 3	\$600,691.26
Partial Payment Application No. 4	\$308,397.57
Partial Payment Application No. 5	\$402,906.82
Partial Payment Application No. 6	\$9,865.04
Total of All Payments	\$1,727,630.36
Total Earned	\$1,818,558.27
Adjusted Retainage	\$76,647.91
Supplemental Agreement	\$14,280.00
Total Contract Price	\$1,818,558.27
Percent Complete	100.0%

Upon acceptance of the project by City Council a separate resolution ordering the final schedule and fixing the final assessed amount of \$337,073.69 is recommended to be adopted. The maximum preliminary assessed amount was \$529,790.25. Enclosed is a draft final assessment schedule.

Snyder & Associates, Inc., Ahlers & Cooney, and City staff will work together to complete the final assessment process, which includes completing the final assessment schedule and plat, advertising notices and filing the final plat and schedule of assessments with Warren County within 30 days of the resolution.

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.



David N Moeller, P.E.
Project Manager

Enclosure

APPLICATION FOR FINAL PAYMENT

PROJECT: South K Street Paving Project

S&A PROJECT NO.: 118.1214.01

OWNER: City Of Indianola
CONTRACTOR: Vanderpool Construction, Inc.
ADDRESS: 1100 N 14th St
Indianola, IA 50125
DATE: 12/19/2024

PAYMENT PERIOD: 11/1/2024
to 11/30/2024

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 1,774,635.00
Net Change by Change Order: \$ 43,923.27
Contract Amount to Date: \$ 1,818,558.27

CONTRACT PERIOD: TOTAL WORKING DAYS

Notice to Proceed: May 31, 2024
Original Contract Working Days: 90.0
Subtracted or Added Working Days: 2.0
Contract Working Days: 92.0
Number of Working Days Used: 91.0
Working Days Remaining: 1.0
Percentage of Working Days Remaining: 1.1%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 1,818,558.27
Retainage: 5% \$ 90,927.91
Total Earned Less Retainage: \$ 1,727,630.36
Less Previous Applications for Payment: \$ 1,717,765.32
AMOUNT DUE THIS APPLICATION: \$ 9,865.04

Percentage of Construction Remaining: 0.0%

Est 1	\$	165,577.76
Est 2	\$	240,191.91
Est 3	\$	600,691.26
Est 4	\$	308,397.57
Est 5	\$	402,906.82

Total Previous Payments: \$ 1,717,765.32

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Vanderpool Construction Inc.
CONTRACTOR

By [Signature] DATE: 12/12/24

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By [Signature] DATE: 12/12/14

5. OWNER'S APPROVAL

OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK TO DATE				
		PLAN QTY.	UNIT	UNIT COST	TOTAL	DIV 1	QTY.		CO #	COST TOTAL
							DIV 2	TOTAL		
	EARTHWORK, SUBGRADE, AND SUBBASE									
2.01	CLEARING AND GRUBBING	1.00	LS	\$ 18,000.00	\$ 18,000.00	0.20	0.80	1.00		\$ 18,000.00
2.02	TOPSOIL, ON-SITE, 6 INCH DEPTH	2,975.00	CY	\$ 10.50	\$ 31,237.50	527.00	2,448.00	2,975.00		\$ 31,237.50
2.03	TOPSOIL, OFF-SITE, 6 IN DEPTH	152.00	CY	\$ 25.00	\$ 3,800.00	82.00	90.00	152.00		\$ 3,800.00
2.04	EXCAVATION, CLASS 10	744.00	CY	\$ 48.00	\$ 35,712.00	65.00	679.00	744.00		\$ 35,712.00
2.05	EXCAVATION, CLASS 10, CONTRACTOR FURNISH	18,060.00	CY	\$ 6.70	\$ 121,002.00	9,267.00	8,793.00	18,060.00		\$ 121,002.00
2.06	EXCAVATION, CLASS 12	75.00	CY	\$ 30.00	\$ 2,250.00	0.00	75.00	75.00	4	\$ 2,250.00
2.07	SUBGRADE PREPARATION, 12 INCH DEPTH	2,491.00	SY	\$ 2.50	\$ 6,227.50	2491.00	0.00	2,491.00		\$ 6,227.50
2.08	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR TYPE 3	250.00	SY	\$ 7.70	\$ 1,925.00	250.00	0.00	250.00	4	\$ 1,925.00
2.09	SUBGRADE TREATMENT, CEMENT TREATED BASE (CTB)	23,368.00	SY	\$ 7.50	\$ 175,260.00	0.00	23,368.00	23,368.00		\$ 175,260.00
2.10	SUBBASE, MODIFIED, 6 INCH DEPTH	2,660.00	SY	\$ 11.70	\$ 31,122.00	2491.00	169.00	2,660.00		\$ 31,122.00
2.11	REMOVAL OF STRUCTURE, RETAINING WALL	2.00	EACH	\$ 500.00	\$ 1,000.00	0.00	2.00	2.00		\$ 1,000.00
2.12	REMOVAL OF STRUCTURE, 24 INCH X 24 INCH HEADWALL	1.00	EACH	\$ 1,100.00	\$ 1,100.00	1.00	0.00	1.00		\$ 1,100.00
2.13	REMOVAL OF STRUCTURE, PIPE APRON, 42 INCH	1.00	EACH	\$ 450.00	\$ 450.00	1.00	0.00	1.00		\$ 450.00
2.14	REMOVAL OF KNOWN PIPE CULVERT, CMP, LESS THAN OR EQUAL TO 36 INCH DIAMETER	335.00	LF	\$ 25.00	\$ 8,375.00	0.00	335.00	335.00		\$ 8,375.00
2.15	REMOVAL OF KNOWN PIPE CULVERT, CMP, GREATER THAN 36 INCH DIAMETER	62.00	LF	\$ 28.00	\$ 1,736.00	0.00	62.00	62.00		\$ 1,736.00
2.16	REMOVAL OF KNOWN PIPE CULVERT, RCP, LESS THAN OR EQUAL TO 36 INCH DIAMETER	16.00	LF	\$ 27.00	\$ 432.00	0.00	16.00	16.00		\$ 432.00
2.17	COMPACTION TESTING	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.50	0.50	1.00		\$ 7,000.00
	TRENCH EXCAVATION AND BACKFILL									
3.01	TRENCH COMPACTION TESTING	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.50	0.50	1.00		\$ 3,000.00
	STORM SEWER									
4.01	STORM SEWER GRAVITY MAIN, TRENCHED, PVC, 8 INCH DIAMETER	42.00	LF	\$ 52.00	\$ 2,184.00	42.00	0.00	42.00		\$ 2,184.00
4.02	STORM SEWER GRAVITY MAIN, TRENCHED, PVC, 15 INCH DIAMETER	38.00	LF	\$ 83.00	\$ 3,154.00	38.00	0.00	38.00		\$ 3,154.00
4.03	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 18 INCH DIAMETER	125.00	LF	\$ 64.00	\$ 8,000.00	45.00	80.00	125.00		\$ 8,000.00
4.04	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 36 INCH DIAMETER	8.00	LF	\$ 285.00	\$ 2,280.00	8.00	0.00	8.00		\$ 2,280.00
4.05	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 42 INCH DIAMETER	427.00	LF	\$ 185.00	\$ 78,995.00	223.00	204.00	427.00		\$ 78,995.00
4.06	REMOVAL OF STORM SEWER, PVC, LESS THAN OR EQUAL TO 36 INCH DIAMETER	30.00	LF	\$ 27.00	\$ 810.00	30.00	0.00	30.00		\$ 810.00
4.07	REMOVAL OF STORM SEWER, RCP, GREATER THAN 36 INCH DIAMETER	34.00	LF	\$ 81.00	\$ 2,754.00	34.00	0.00	34.00		\$ 2,754.00
	PIPE CULVERTS									
4.08	PIPE CULVERT, TRENCHED, RCP, 15 INCH DIAMETER	142.00	LF	\$ 71.00	\$ 10,082.00	0.00	142.00	142.00		\$ 10,082.00
4.09	PIPE CULVERT, TRENCHED, RCP, 24 INCH DIAMETER	125.00	LF	\$ 93.00	\$ 11,625.00	0.00	125.00	125.00		\$ 11,625.00
4.10	PIPE CULVERT, TRENCHED, CMP, 24 INCH DIAMETER	9.00	LF	\$ 156.00	\$ 1,404.00	0.00	9.00	9.00		\$ 1,404.00
4.11	PIPE CULVERT, TRENCHED, RCP, 30 INCH DIAMETER	172.00	LF	\$ 124.00	\$ 21,328.00	0.00	172.00	172.00		\$ 21,328.00
4.12	PIPE CULVERT, TRENCHED, RCP, 42 INCH DIAMETER	83.00	LF	\$ 208.00	\$ 17,264.00	0.00	83.00	83.00		\$ 17,264.00
4.13	PIPE CULVERT, TRENCHED, RCP, 60 INCH DIAMETER	75.00	LF	\$ 332.00	\$ 24,900.00	0.00	75.00	75.00		\$ 24,900.00
4.14	PIPE APRON, RCP, 15 INCH DIAMETER (FOOTING AND GUARD)	2.00	EACH	\$ 2,200.00	\$ 4,400.00	0.00	2.00	2.00		\$ 4,400.00
4.15	PIPE APRON, RCP, 24 INCH DIAMETER (FOOTING AND GUARD)	3.00	EACH	\$ 3,100.00	\$ 9,300.00	0.00	3.00	3.00		\$ 9,300.00
4.16	PIPE APRON, RCP, 30 INCH DIAMETER (FOOTING AND GUARD)	2.00	EACH	\$ 3,600.00	\$ 7,200.00	0.00	2.00	2.00		\$ 7,200.00
4.17	PIPE APRON, RCP, 42 INCH DIAMETER (FOOTING AND GUARD)	1.00	EACH	\$ 5,700.00	\$ 5,700.00	0.00	1.00	1.00		\$ 5,700.00
4.18	PIPE APRON, RCP, 60 INCH DIAMETER (FOOTING AND GUARD)	1.00	EACH	\$ 8,400.00	\$ 8,400.00	0.00	1.00	1.00		\$ 8,400.00
	SUBDRAINS AND FOOTING DRAIN COLLECTORS									
4.19	SUBDRAIN, CORRUGATED PVC, TYPE 1, 6 INCH DIAMETER	1,153.00	LF	\$ 17.00	\$ 19,601.00	550.00	603.00	1,153.00		\$ 19,601.00
4.20	SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH DIAMETER	3.00	EACH	\$ 550.00	\$ 1,650.00	1.00	2.00	3.00		\$ 1,650.00
4.21	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET TO STRUCTURE	6.00	EACH	\$ 400.00	\$ 2,400.00	3.00	3.00	6.00		\$ 2,400.00
4.22	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET TO DITCH	1.00	EACH	\$ 425.00	\$ 425.00	0.00	1.00	1.00		\$ 425.00
	WATER PIPE AND FITTINGS									
5.01	WATER MAIN, TRENCHED, PVC, 12 INCH DIAMETER	158.00	LF	\$ 129.00	\$ 20,382.00	40.00	118.00	158.00	3	\$ 20,382.00
5.02	FITTING, 45° PVC, 8 INCH DIAMETER	2.00	EACH	\$ 200.00	\$ 400.00	2.00	0.00	2.00	3	\$ 400.00
5.03	FITTING, 90° PVC, 15 INCH DIAMETER	1.00	EACH	\$ 925.00	\$ 925.00	1.00	0.00	1.00	3	\$ 925.00
5.04	FITTING, DIP, 12 INCH DIAMETER	2,750.00	LB	\$ 7.00	\$ 19,250.00	550.00	2,200.00	2,750.00	3	\$ 19,250.00
5.05	WATER MAIN REMOVAL, 12 INCH DIAMETER	155.00	LF	\$ 30.00	\$ 4,650.00	37.00	118.00	155.00	3	\$ 4,650.00
	STRUCTURES FOR SANITARY AND STORM SEWER									
6.01	MANHOLE, SW-401, 48 INCH DIAMETER	4.00	EACH	\$ 5,000.00	\$ 20,000.00	0.00	4.00	4.00		\$ 20,000.00
6.02	MANHOLE, SW-401, 60 INCH DIAMETER	2.00	EACH	\$ 6,600.00	\$ 13,200.00	0.00	2.00	2.00		\$ 13,200.00
6.03	MANHOLE, SW-401, 72 INCH DIAMETER	3.00	EACH	\$ 12,100.00	\$ 36,300.00	3.00	0.00	3.00		\$ 36,300.00
6.04	INTAKE, SW-505	2.00	EACH	\$ 5,200.00	\$ 10,400.00	2.00	0.00	2.00		\$ 10,400.00
6.05	INTAKE, SW-512, 24 INCH DIAMETER	2.00	EACH	\$ 2,400.00	\$ 4,800.00	0.00	2.00	2.00		\$ 4,800.00
6.06	INTAKE, SW-513, 4 FOOT X 4 FOOT	1.00	EACH	\$ 5,500.00	\$ 5,500.00	0.00	1.00	1.00		\$ 5,500.00
6.07	INTAKE, SW-513, 5 FOOT X 4 FOOT, MODIFIED	1.00	EACH	\$ 10,200.00	\$ 10,200.00	0.00	1.00	1.00		\$ 10,200.00
6.08	INTAKE, SW-513, 6 FOOT X 4 FOOT	1.00	EACH	\$ 7,900.00	\$ 7,900.00	0.00	1.00	1.00		\$ 7,900.00
6.09	INTAKE, SW-513, 6 FOOT X 5 FOOT	1.00	EACH	\$ 9,100.00	\$ 9,100.00	0.00	1.00	1.00		\$ 9,100.00
6.10	INTAKE, SW-513, 6 FOOT X 6 FOOT	1.00	EACH	\$ 10,600.00	\$ 10,600.00	0.00	1.00	1.00		\$ 10,600.00
6.11	INTAKE, SW-513, 7 FOOT X 6 FOOT, MODIFIED	1.00	EACH	\$ 17,100.00	\$ 17,100.00	0.00	1.00	1.00		\$ 17,100.00
6.12	MANHOLE ADJUSTMENT, MAJOR	3.00	EACH	\$ 3,500.00	\$ 10,500.00	2.00	1.00	3.00		\$ 10,500.00
	PORTLAND CEMENT CONCRETE PAVEMENT									
7.01	PAVEMENT, PCC, 8 INCH DEPTH, C-4WR MIX	2,318.00	SY	\$ 65.50	\$ 151,829.00	2149.00	169.00	2,318.00	4	\$ 151,829.00
7.02	CURB AND GUTTER, 2.5 FOOT WIDTH, 8 INCH DEPTH, C-4WR MIX	130.00	LF	\$ 38.00	\$ 4,940.00	130.00	0.00	130.00	4	\$ 4,940.00
7.03	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 2,400.00	\$ 2,400.00	0.80	0.20	1.00		\$ 2,400.00
	ASPHALT PAVEMENT									
7.04	PAVEMENT, ASPHALT, MAINLINE PAVEMENT, 3 INCH DEPTH, SURFACE, 1/2 INCH AGG., PG 58-28S	3,800.00	TON	\$ 98.00	\$ 372,400.00	0.00	3,800.00	3,800.00	4	\$ 372,400.00
7.05	PAVEMENT, ASPHALT, SIDE ROAD AND DRIVEWAY PAVEMENT, 3 INCH DEPTH, SURFACE, 1/2 INCH AGG., PG 58-28S	133.00	TON	\$ 127.00	\$ 16,891.00	0.00	133.00	133.00		\$ 16,891.00
7.06	ASPHALT PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 1,100.00	\$ 1,100.00	0.00	1.00	1.00		\$ 1,100.00
	SIDEWALK, SHARED USE PATHS, AND DRIVEWAY									
7.07	REMOVAL OF SIDEWALK	124.00	SY	\$ 8.00	\$ 992.00	124.00	0.00	124.00		\$ 992.00
7.08	REMOVAL OF DRIVEWAY, PAVED	442.00	SY	\$ 9.00	\$ 3,978.00	213.00	229.00	442.00		\$ 3,978.00
7.09	SIDEWALK, PCC, 4 INCH DEPTH, C-4WR MIX	90.00	SY	\$ 43.00	\$ 3,870.00	90.00	0.00	90.00	4	\$ 3,870.00
7.10	SIDEWALK, PCC, 6 INCH DEPTH, C-4WR MIX	45.00	SY	\$ 106.00	\$ 4,770.00	45.00	0.00	45.00	4	\$ 4,770.00
7.11	DETECTABLE WARNING	37.00	SF	\$ 57.00	\$ 2,109.00	37.00	0.00	37.00	4	\$ 2,109.00
7.12	DRIVEWAY, PAVED, PCC, 6 INCH DEPTH, C-4WR MIX	294.00	SY	\$ 54.00	\$ 15,876.00	165.00	129.00	294.00	4	\$ 15,876.00
7.13	DRIVEWAY, GRANULAR, 6 INCH DEPTH, CLASS A CRUSHED STONE	21.00	TON	\$ 35.00	\$ 735.00	0.00	21.00	21.00	5	\$ 735.00
7.14	ROADWAY, GRANULAR, 6 INCH DEPTH, CLASS A CRUSHED STONE	71.00	TON	\$ 35.00	\$ 2,485.00	0.00	71.00	71.00	4.5	\$ 2,485.00
7.15	TEMPORARY, GRANULAR, 6 INCH DEPTH, CLASS A CRUSHED STONE	136.00	TON	\$ 35.00	\$ 4,760.00	0.00	136.00	136.00	4	\$ 4,760.00
	PAVEMENT REHABILITATION									
7.16	PAVEMENT REMOVAL	392.00	SY	\$ 22.00	\$ 8,624.00	217.00	175.00	392.00		\$ 8,624.00
7.17	CURB AND GUTTER REMOVAL	479.00	LF	\$ 17.00	\$ 8,143.00	479.00	0.00	479.00		\$ 8,143.00
	PAVEMENT MARKINGS									
8.01	PAINTED PAVEMENT MARKINGS, DURABLE	15.00	STA	\$ 525.00	\$ 7,875.00	15.00	0.00	15.00		\$ 7,875.00
8.02	PAINTED SYMBOLS AND LEGENDS, DURABLE	6.00	EACH	\$ 550.00	\$ 3,300.00	6.00	0.00	6.00		\$ 3,300.00
8.03	RAISED PAVEMENT MARKERS	230.00	EACH	\$ 10.00	\$ 2,300.00	0.00	230.00	230.00	5	\$ 2,300.00
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	15.00	STA	\$ 400.00	\$ 6,000.00	15.00	0.00	15.00		\$ 6,000.00
8.05	GROOVES CUT FOR SYMBOLS AND LEGEND	6.00	EACH	\$ 250.00	\$ 1,500.00	6.00	0.00	6.00		\$ 1,500.00
	TEMPORARY TRAFFIC CONTROL									
8.06	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 19,500.00	\$ 19,500.00	0.50	0.50	1.00		\$ 19,500.00
8.07	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	20.00	CDAY	\$ 150.00	\$ 3,000.00	10.00	10.00	20.00		\$ 3,000.00
	TRAFFIC SIGNS AND POSTS									
8.08	REMOVE AND REINSTALL TRAFFIC SIGNS	16.00	EACH	\$ 325.00	\$ 5,200.00	3.00	13.00	16.00		\$ 5,200.00

[illegible]

CHANGE ORDER NO. 5

OWNER: City of Indianola

PROJECT: South K Street Paving Project
S&A PROJECT #: 118.1214.01

To: Vanderpool Construction, Incorporated
Contractor
1100 North 14th Street
Address
Indianola, IA 50125
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

- 7.13 DRIVEWAY, GRANULAR, 6 INCH DEPTH, CLASS A CRUSHED STONE
- 7.14 ROADWAY, GRANULAR, 6 INCH DEPTH, CLASS A CRUSHED STONE
- 8.03 RAISED PAVEMENT MARKERS
- 9.05 FILTER SOCK, 9 INCH DIAMETER
- 9.06 FILTER SOCK, REMOVAL
- 9.09 RIP RAP, CLASS E REVETMENT
- 9.12 EROSION CONTROL MULCHING, CONVENTIONAL, BFM
- 9.13 INLET PROTECTION DEVICE, DROP-IN
- 9.14 INLET PROTECTION DEVICE, FILTER SOCK
- 9.15 INLET PROTECTION DEVICE, MAINTENANCE
- 9.16 REMOVAL AND REINSTALLATION OF EXISTING FENCE
- 9.17 WATTLE, STRAW, 9 INCH DIAMETER

2. Reason for Change:

- 7.13 Quantity adjustment to field measurements.
- 7.14 Additional granular surfacing at the transition from asphalt to county gravel road was placed, as requested.
- 8.03 Item not used.
- 9.05 Item not used.
- 9.06 Item not used.
- 9.09 Quantity adjustment to field measurements.
- 9.12 Item not used.
- 9.13 Item not used.
- 9.14 Item not used.
- 9.15 Item not used.
- 9.16 Item not used.
- 9.17 Quantity adjustment to field measurements.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
7.13	SEE ABOVE	-3.62	TON	\$35.00	-\$126.70
7.14	SEE ABOVE	17.24	TON	\$35.00	\$603.40
8.03	SEE ABOVE	-230.00	EACH	\$10.00	-\$2,300.00
9.05	SEE ABOVE	-1,100.00	LF	\$1.75	-\$1,925.00
9.06	SEE ABOVE	-1,100.00	LF	\$0.25	-\$275.00
9.09	SEE ABOVE	24.94	TON	\$77.00	\$1,920.38
9.12	SEE ABOVE	-10.40	ACRE	\$2,400.00	-\$24,960.00
9.13	SEE ABOVE	-4.00	EACH	\$200.00	-\$800.00
9.14	SEE ABOVE	-8.00	EACH	\$50.00	-\$400.00
9.15	SEE ABOVE	-12.00	EACH	\$50.00	-\$600.00
9.16	SEE ABOVE	-250.00	LF	\$17.00	-\$4,250.00
9.17	SEE ABOVE	3,900.0	LF	\$1.50	\$5,850.00
TOTAL:					-\$27,262.92

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of -\$27,262.92 divided as follows:

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$1,845,821.19	92.0
Change due to this C.O. (+ or -)	(\$27,262.92)	0
Totals including this C.O.:	\$1,818,558.27	92.0

The change described herein is understood, and the terms of settlement are hereby agreed to:

Vanderpool Construction, Incorporated
CONTRACTOR
By [Signature]

DATE: 12/12/24

Snyder & Associates, Inc.
ENGINEER
By [Signature]

DATE: 12/12/14

City of Indianola
OWNER
By _____

DATE: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between
_____, hereinafter called "OWNER"
and _____, hereinafter called "CONTRACTOR".
doing business as a _____
("corporation", or "partnership" or "individual"), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will fully complete the Conventional Seeding, Fertilizing, and BFM Mulching, Type 1 task for the South K Street Paving Project by May 31, 2025.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the items noted above in accordance with the Contract Documents. In part, Iowa SUDAS 9010, 3.10, A as noted below for the Conventional Seeding, Fertilizing, and BFM Mulching, Type 1 task:

3.10 ACCEPTANCE AND WARRANTY

A. Acceptance:

1. Guarantee in writing that all work has been completed as specified and provide the date that all activities were completed. When a warranty is a separately-bid item, this also establishes the beginning of the warranty period.
2. Acceptance will occur, provided seeded areas are in a live, healthy, growing, and well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.
 - a. Projects without a separately-bid warranty will be accepted no sooner than 60 days from the date that all activities were completed.
 - b. When a warranty is established as a bid item and the warranty period excludes 60 days, projects may be accepted after all specified work, excluding the warranty, is satisfactorily completed, and a supplemental contract for the warranty is executed according to the Code of Iowa Section 573.27.

3. Per Specification, the OWNER will pay to the CONTRACTOR the full amount stated herein no less than 60 days from the date that all activities were completed and within 30 days of acceptance of the work by the Owner.
4. The CONTRACTOR agrees for the OWNER to hold \$14,280.00 from the original Contract as surety that the CONTRACTOR will perform all of the work described in the Contract Documents and comply with the terms therein.
5. Upon completion and acceptance of the Conventional Seeding, Fertilizing, and BFM Mulching, Type 1 task per the Contract Documents and the terms therein, the OWNER shall make a lump sum payment of \$14,280.00 to the CONTRACTOR.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts each of which shall be deemed an original on the date first above written.

OWNER:

City of Indianola

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME _____

TITLE _____

CONTRACTOR:

BY: _____

NAME: _____

ADDRESS: _____

Indianola, IA 50125

(SEAL)

ATTEST:

NAME _____

Logan Losh

CERTIFICATE OF COMPLETION

SOUTH K STREET PAVING PROJECT

Indianola, Iowa

December 11, 2024

We hereby declare that we have made an on-site review of the completed construction of the ***South K Street Paving Project*** as performed by Vanderpool Construction, Inc.

As Engineers for the project it is our opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is ***\$1,818,558.27***. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



*David N. Moeller, P.E.
President
Snyder & Associates, Inc.
Iowa License Number P12552*

PROJECT COSTS: ASSESSMENT ELIGIBILITY



SOUTH K STREET
FROM 300' SOUTH OF WEST 17TH AVENUE TO IA 92 (W 2ND AVE)
INDIANOLA, IOWA
PROJECT NO. 118.1214.01

ITEM #	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENDED COST
2.07	Subgrade Preparation, 12 Inch Depth (Under HMA) (1)	18,695	SY	\$ 2.50	\$ 46,737.50
7.04	Pavement, HMA, 3 Inch Depth, Standard Traffic, 1/2 Inch Mix, PG 58-28S (2)	2,650	TON	\$ 98.00	\$ 259,693.13
Subtotal:					\$ 306,430.63
Default Fund (10%):					\$ 30,643.06
TOTAL ASSESSMENT COSTS:					\$ 337,073.69

- Notes**
- (1) Assessed only at 28' wide 12" thick
 - (2) Assessed only at 24' wide and 3" thick

FINAL ASSESSMENT SCHEDULE
SOUTH K STREET PAVING PROJECT
FROM CITY LIMITS TO WEST 2ND AVENUE
City of Indianola
Snyder & Associates, Inc. - December 11, 2024

Parcel No.	Warren County Parcel ID.	Property Owner(s) of Record	Mailing Address of Title Holder	Legal Description per Warren County	Council Valuation	Parcel Area (Ac.)	Total Units of Benefit	Corner Lot Reduction	Flood Plain Reduction	Adjusted Units of Benefit	Total Assessment	Conditional Deficiency	Final Assessment	% of Total Project Cost
1A	48870360630	City Of Indianola C/O City Clerk	110 N 1st St., PO Box 299 Indianola IA 50125	36-76-24 IND LAND IN SEC 11.02A SW COR N 1/2 SW	\$86,100.00	11.02	511.998	153.599	511.998	0.000	\$7,628.77	\$7,628.77	\$0.00	0.00%
1B	48870360645	City Of Indianola	110 N 1st St., PO Box 299 Indianola IA 50125	36-76-24 LOT E NW SW EX SE 2.67A	\$280,000.00	28.70	1717.610	515.283		1202.327	\$25,592.39	\$25,592.39	\$0.00	0.00%
1C	48870360463	City Of Indianola	110 N 1st St., PO Box 299 Indianola IA 50125	36-76-24 INDIANOLA LAND IN SEC 3 LOT 3 SW NW	\$1,216,000.00	20.50	1359.005			1359.005	\$20,249.17	\$20,249.17	\$0.00	0.00%
14A	49024360466	Derek Gruis Hannah Myers	1102 Skylane Dr, PO Box 371 Norwalk IA 50211	36-76-24 IND CAL LOT 2 EX E 70' N OF LOT 1 & E 330' S OF LOT 1 SW NW	\$251,000.00	15.00	1264.385			1264.385	\$18,839.34	\$0.00	\$18,839.34	0.71%
14B	48870360454	Austin Sandford Aline Alves Da Costa	1503 NE Williamsburg Dr Ankeny IA 50021	36-76-24 IND CAL W 693' LOT 4 NW NW	\$131,250.00	4.96	608.009	182.403		425.606	\$9,059.33	\$2,717.80	\$6,341.53	0.24%
17A	48870360443	Well Built Homes Inc	1911 NE 58th Ave Des Moines IA 50313	36-76-24 IND LAND IN SEC LOT 3 EX E 725' NW NW	\$150,000.00	4.63	534.538	160.361		374.177	\$7,964.62	\$2,389.38	\$5,575.24	0.21%
17B	48253000040	Well Built Homes Inc	1911 NE 58th Ave Des Moines IA 50313	36-76-24 FREEMAN SUB DIV LOT 4 EX E 17.05' N 211'	\$150,000.00	5.61	762.203			762.203	\$11,356.82	\$0.00	\$11,356.82	0.43%
20	48870360447	Jehovah's Witness ET Al Doug Shaffer	606 E Norwood Ave Indianola IA 50125-4702	36-76-24 IND LAND IN SEC 150'X245' SW COR LOT 1 NW NW	\$200,000.00	0.65	279.052			279.052	\$4,157.87	\$0.00	\$4,157.87	0.16%
21A	48870360441	James Berkley Lynn Ward	1007 S G St Indianola IA 50125	36-76-24 IND LAND IN SEC LOT 1 NW NW EX 150'X 245' SW COR	\$75,000.00	2.95	237.825			237.825	\$3,543.59	\$0.00	\$3,543.59	0.13%
21B	48860001280	James/Lynn Berkley	1007 S G St Indianola IA 50125	25-76-24 AUDITORS OUT LOTS OL 129 EX E 150' N 100' & ALL OL 128	\$566,370.00	5.65	530.328			530.328	\$7,901.89	\$0.00	\$7,901.89	0.30%
23	48860001270	Ryan Cambron	821 S G St Indianola IA 50125	25-76-24 AUDITORS OUT LOTS E 427' & S 20' W 200' OL 127	\$75,000.00	5.87	161.459			161.459	\$2,405.74	\$0.00	\$2,405.74	0.09%
24	48860001271	Jeanna Nixt Patrick Sullivan	708 S K St Indianola IA 50125	25-76-24 AUDITORS OUT LOTS W 200' EX S 20' OL127	\$264,600.00	2.61	1129.682			1129.682	\$16,832.26	\$0.00	\$16,832.26	0.64%
25A	48860001246	Erin Arthur John Turner	106 K St Indianola IA 50125	25-76-24 AUDITORS OUT LOTS S 360' W 260' OL 124	\$413,280.00	1.82	684.175			684.175	\$10,194.21	\$0.00	\$10,194.21	0.39%
25B	48860001241	Jaron Burgess	1022 Collins Dr Waukee, IA 50263	25-76-24 AUDITORS OUT LOTS OL 124 EX W 260'	\$75,000.00	5.85	43.934			43.934	\$654.62	\$0.00	\$654.62	0.02%
28	48860001240	Randall E. Gould Barbara J. Gould	500 S K Indianola IA 50125	25-76-24 AUDITORS OUT LOTS W 260' OL 124 EX S 360'	\$311,745.00	1.34	501.763			501.763	\$7,476.27	\$0.00	\$7,476.27	0.28%
29	48860001230	Tulip Apartment Group, Inc	1400 N 14th St Indianola, IA 50125	25-76-24 AUDITORS OUT LOTS OL 123 EX E 14.9' N 250.66' S OF W 3RD	\$8,492,700.00	8.92	1064.795			1064.795	\$15,865.45	\$0.00	\$15,865.45	0.60%
2	49024350820	Land Holding LLC Bull Run Holdings LLC	6150 Village View Dr Ste 110 West Des Moines IA 50266	35-76-24 Indianola CAL NE SE	\$600,000.00	39.00	2662.349		865.166	1797.183	\$39,669.00	\$12,890.97	\$26,778.03	1.01%
3	48192010010	Jason Vetter Alisha Vetter	1301 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 1	\$408,765.00	0.52	301.159	90.348		210.811	\$4,487.27	\$1,346.19	\$3,141.08	0.12%
4	48192010020	Robert Arrington Linda Arrington	1303 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 2	\$398,685.00	0.42	49.971			49.971	\$744.57	\$0.00	\$744.57	0.03%
5	48192010030	Mark A. Sickels Amy L. Sickels	1305 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 3	\$385,980.00	0.42	11.047			11.047	\$164.60	\$0.00	\$164.60	0.01%
6	48192010310	Richard L Drey Rev Tst Kathleen V Drey Rev Tst	1304 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 31	\$508,725.00	0.46	0.000			0.000	\$0.00	\$0.00	\$0.00	0.00%
7	48192010320	Ryan Hartford Rev Tst Kristine Hartford Rev Tst	1302 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 32	\$384,300.00	0.46	55.730			55.730	\$830.38	\$0.00	\$830.38	0.03%
8	48192010330	Nathan Fehl Hailey L. Fehl	1300 W 14th Ave Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 1 LOT 33	\$448,455.00	0.55	376.226	112.868		263.358	\$5,605.77	\$1,681.73	\$3,924.04	0.15%
9	48192020010	Jordan Furbee Erin Furbee	1308 S L CT Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 2 LOT 1	\$400,050.00	0.55	3.002			3.002	\$44.73	\$0.00	\$44.73	0.00%

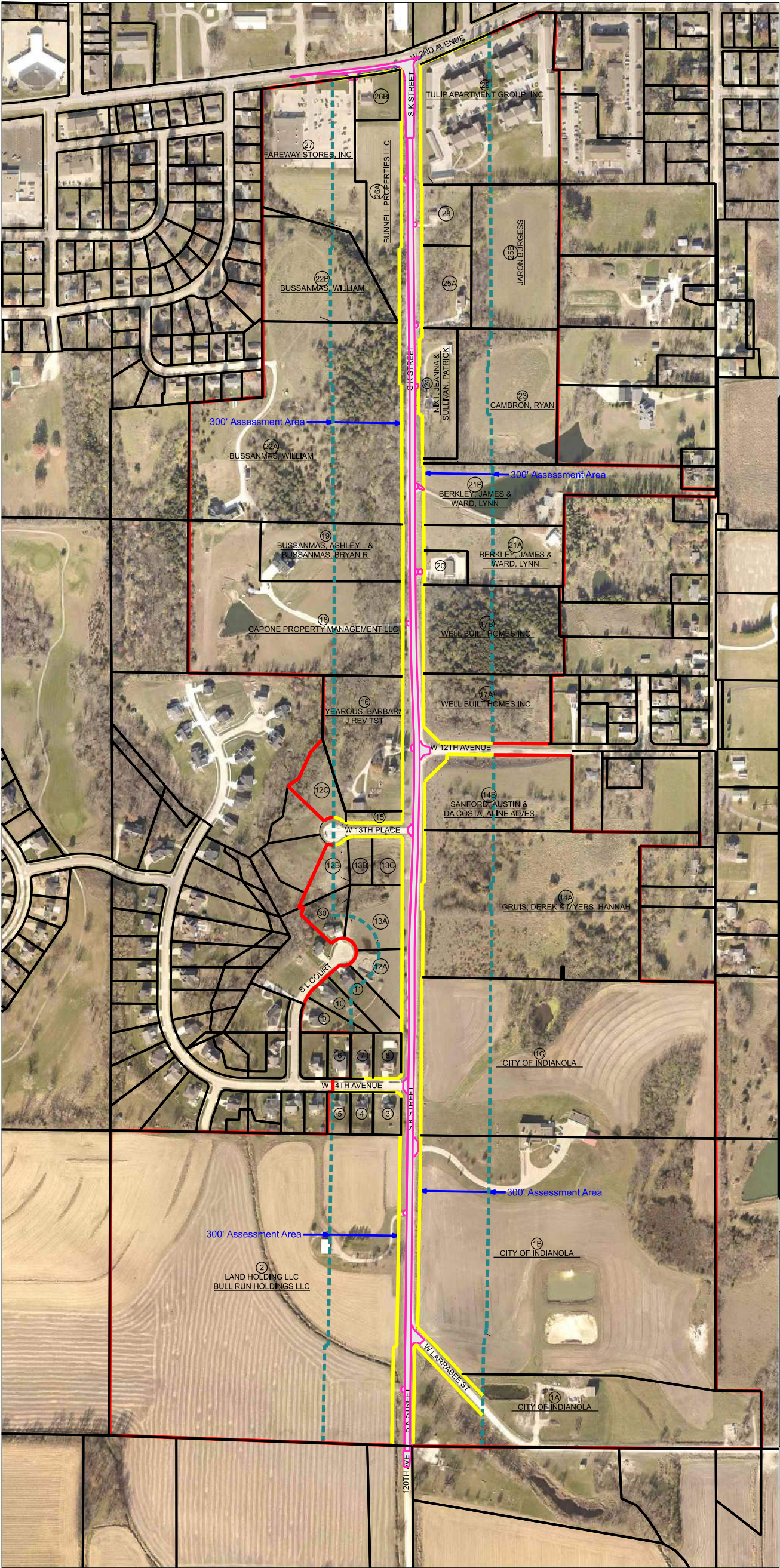
FINAL ASSESSMENT SCHEDULE
SOUTH K STREET PAVING PROJECT
FROM CITY LIMITS TO WEST 2ND AVENUE
City of Indianola
Snyder & Associates, Inc. - December 11, 2024

Parcel No.	Warren County Parcel ID.	Property Owner(s) of Record	Mailing Address of Title Holder	Legal Description per Warren County	Council Valuation	Parcel Area (Ac.)	Total Units of Benefit	Corner Lot Reduction	Flood Plain Reduction	Adjusted Units of Benefit	Total Assessment	Conditional Deficiency	Final Assessment	% of Total Project Cost
10	48192020020	Levi J. Clark Natalie A. Clark	1306 S L CT Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 2 LOT 2	\$486,675.00	0.61	15.522			15.522	\$231.28	\$0.00	\$231.28	0.01%
11	48192020030	Kolby A. Moore Brook A. Moore	1304 S L CT Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 2 LOT 3	\$389,445.00	0.86	144.575			144.575	\$2,154.17	\$0.00	\$2,154.17	0.08%
12A	48192020040	Dustin Rowe Sandra J Rowe	1302 S L Ct Indianola, IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 2 LOT 4	\$450,000.00	0.96	328.490			328.490	\$4,894.50	\$0.00	\$4,894.50	0.19%
12B	48192030030	David Chris Higgins Diane Louise Higgins	1305 W 13th Pl Indianola IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 3 LOT 3	\$500,000.00	0.69	11.430			11.430	\$170.31	\$0.00	\$170.31	0.01%
12C	48192030060	Ground Breaker Homes LLC	12119 Stratford Dr Ste B Clive IA 50325	35-76-24 INDIANOLA DEER CREEK PLAT 3 LOT 6	\$100,000.00	0.95	7.622			7.622	\$113.57	\$0.00	\$113.57	0.00%
13A	48192020050	Tanzanite Homes Co Inc	10640 Justin Dr Urbandale IA 50322	35-76-24 INDIANOLA DEER CREEK PLAT 3 LOT 5	\$75,000.00	1.51	501.267			501.267	\$7,468.88	\$0.00	\$7,468.88	0.28%
13B	48192030020	Tanzanite Homes Co Inc	10640 Justin Dr Urbandale IA 50322	35-76-24 INDIANOLA DEER CREEK PLAT 3 LOT 2	\$75,000.00	0.48	205.175			205.175	\$3,057.11	\$0.00	\$3,057.11	0.12%
13C	48192030010	Tanzanite Homes Co Inc	10640 Justin Dr Urbandale IA 50322	35-76-24 INDIANOLA DEER CREEK PLAT 3 LOT 1	\$75,000.00	0.65	350.328	105.098		245.230	\$5,219.89	\$1,565.96	\$3,653.93	0.14%
15	48192032000	Diligent Deer Creek LLC	6150 Village View Dr, Ste 110 West Des Moines IA 50266	35-76-24 INDIANOLA DEER CREEK PLAT 3 OL A	\$5,000.00	0.32	100.489	30.147		70.342	\$1,497.29	\$247.29	\$1,250.00	0.05%
16	48192010350	Barbara J Yearous Rev Tst	1301 S K St Indianola IA 50125	35-76-24 IND DEER CREEK PLAT 1 LOT 35	\$411,180.00	4.37	1156.472			1156.472	\$17,231.43	\$0.00	\$17,231.43	0.65%
18	48870350222	Capone Property Management LLC	1820 N 7th St Indianola IA 50125	35-76-24INDIANOLA LAND IN SECN 1/2 NE NE EX W5.20A & EX PCLS C & E	\$150,000.00	10.38	811.443			811.443	\$12,090.50	\$0.00	\$12,090.50	0.46%
19	48870350224	Ashley L. Bussanmas Bryan R. Bussanmas	1820 N 7th St Indianola IA 50125	35-76-24INDIANOLA LAND IN SECPCL C NE NE	\$852,180.00	3.61	495.258			495.258	\$7,379.34	\$0.00	\$7,379.34	0.28%
22A	48870260882	William Bussanmas	PO Box 383 Indianola IA 50125	26-76-24INDIANOLA LAND IN SECSE SE EX N 12.15AW 1/2 & EX 4.08AS 1/2& EX N6.89A E1/2	\$1,332,240.00	16.88	1725.389			1725.389	\$25,708.30	\$0.00	\$25,708.30	0.97%
22B	48870260890	William Bussanmas	PO Box 383 Indianola IA 50125	26-76-24 IND LAND IN SEC N 6.89A E 1/2 SE SE EX PCL F & E 660' NE SE EX PCL F	\$100,000.00	4.90	139.347			139.347	\$2,076.27	\$0.00	\$2,076.27	0.08%
26A	48255000020	Bunnell Properties LLC	1305 W 2nd Ave Indianola IA 50125	26-76-24 F.S.I. ADDITION OL X	\$80,000.00	2.79	1299.047			1299.047	\$19,355.80	\$0.00	\$19,355.80	0.73%
26B	48255000020	Bunnell Properties LLC C/O Rodney Bunnell	1305 W 2nd Ave Indianola IA 50125	26-76-24 F.S.I ADDITION LOT 2	\$264,915.00	0.90	376.257			376.257	\$5,606.23	\$0.00	\$5,606.23	0.21%
27	48255000010	Fareway Stores, Inc	2300 E 8th St, PO Box 70 Boone IA 50036-0070	26-76-24 F.S.I ADDITION LOT 1	\$1,717,485.00	6.02	97.668			97.668	\$1,455.25	\$0.00	\$1,455.25	0.06%
30	48192020060	Aaron T. Heitz Stephanie L. Heitz	1301 S L Ct Indianola, IA 50125	35-76-24 INDIANOLA DEER CREEK PLAT 2 LOT 6	\$536,760.00	0.70	6.370			6.370	\$94.91	\$0.00	\$94.91	0.00%
							22,622.394	1350.107	1377.164	20,048.722	\$337,073.69	\$76,309.66	\$260,764.03	9.88%

Assessable Construction Cost: \$337,073.69
Total Benefit Unit: 22,622.394
Assessable Cost/Benefit Unit: \$14.900

Total Construction Costs: \$1,818,558.27
Total Construction Costs plus Total Administration Costs: \$2,640,558.27

- Notes:
- 1. Parcel areas are approximate and based on Warren County Assessor's information as listed on their Beacon website as of November 2023.
 - 2. Parcel frontage is approximate and based on Warren County Assessor's information as listed on their Beacon website as of August 2023.
 - 3. Assessed roadway is 3-inch thick asphalt at 24-feet wide. Assessed subgrade cement stabilization is 12-inch thick at 28-feet wide.
 - 4. Properties along West 2nd Avenue (IA Hwy 92) do not receive corner lot reduction as they cannot be assessed for State of Iowa projects.
 - 5. Difference in proportion between parcels 26B and 27 is due to Flint Formula weighing more added benefit the closer to the improvements the property is.
 - 6. Parcels 1A, 1B, and 1C are calculated from a unit of benefit standpoint, but are not shown as assessed in virtue of paying for their assessed portion with the project, including non-assessable costs.



PARCEL #	OWNER
1A, 1B, 1C	CITY OF INDIANOLA
2	LAND HOLDINGS LLC & BULL RUN HOLDINGS LLC
3	JASON & ALISHA VETTER
4	ROBERT & LINDA ARRINGTON
5	MARK A & AMY L SICKELS
6	DREY, RICHARD L REV TST & DREY, KATHLEEN V REV TST
7	RYAN & KRISTINE HARTFORD
8	NATHAN & HAILEY L FEHL
9	JORDAN & ERIN FURBEE
10	LEVI J & NATALIE A CLARK
11	KOLBY A & BROOK A MOORE
12A	DUSTIN & SANDRA J ROWE
12B	DAVID C & DIANE L HIGGINS
12C	GROUND BREAKER HOMES LLC
13A, 13B, 13C	TANZANITE HOMES CO INC
14A	DEREK GRUIS & HANNAH MYERS
14B	AUSTIN SANFORD & ALINE ALVES DA COSTA
15	DILIGENT DEER CREEK LLC
16	YEAROURS, BARBARA J REV TST
17A, 17B	WELL BUILT HOMES, INC
18	CAPONE PROPERTY MANAGEMENT LLC
19	ASHLEY & BRYAN BUSSANMAS
20	JEHOVAH'S WITNESS ET AI DOUG SHAFFER
21A, 21B	JAMES BERKLEY & LYNN WARD
22A, 22B	WILLIAM BUSSANMAS
23	RYAN CAMBRON
24	JEANNA NIXT & PATRICK SULLIVAN
25A	ERIN ARTHUR & JOHN TURNER
25B	JARON BURGESS
26A, 26B	BUNNELL PROPERTIES LLC
27	FAREWAY STORES, INC
28	RANDALL E & BARBARA J GOULD
29	TULIP APARTMENT GROUP, INC
30	AARON T & STEPHANIE L HEITZ

LEGEND

PROPOSED ROADWAY AND DRIVEWAY PAVEMENT

PROPOSED SIDEWALK AND TRAIL PAVEMENT

#

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING PARTIAL PAYMENT NUMBER 6, CHANGE ORDER NUMBER 5,
AND THE SUPPLEMENTAL AGREEMENT FOR THE SOUTH K STREET PAVING PROJECT**

WHEREAS, the City of Indianola contracted with Vanderpool Construction, Inc. for the South K Street Paving Project, which has been substantially completed in compliance with the approved plans and specifications; and

WHEREAS, the Contractor has submitted Application for Partial Payment Number 6 in the amount of \$9,865.04 for work performed during November 2024; and

WHEREAS, Change Order Number 5 reconciles final field-measured quantities and reduces the total contract amount by \$27,262.92, resulting in a revised total project cost of \$1,818,558.27; and

WHEREAS, a supplemental agreement with Vanderpool Construction, Inc. is necessary to address the potential reseeding of areas in Spring 2025, specifying a lump sum payment of \$14,280.00 upon the completion of seeding by May 31, 2025; and

WHEREAS, City staff and the City's engineers, Snyder & Associates, Inc., have reviewed and recommend approval of Partial Payment Number 6, Change Order Number 5, and the supplemental agreement.

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

Section 1. The City Council hereby approves Partial Payment Number 6 to Vanderpool Construction, Inc. in the amount of \$9,865.04 for work completed during November 2024.

Section 2. The City Council hereby approves Change Order Number 5, reducing the total contract amount by \$27,262.92 and adjusting the final project cost to \$1,818,558.27.

Section 3. The City Council hereby approves the supplemental agreement with Vanderpool Construction, Inc. for reseeding work, specifying a lump sum payment of \$14,280.00 upon completion of seeding by May 31, 2025.

Section 4: The Mayor, or Mayor Pro Tem, is authorized and directed to execute any necessary documents to carry out the terms of this resolution.

PASSED AND APPROVED by the City Council this 19th day of December 2024.

ATTEST:

Jackie Raffety, City Clerk

December 12, 2024

VIA EMAIL

Mr. Ben Reeves
City Manager
City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299

RE: South K Street Paving Project
Final Acceptance and Levy Proceedings

Dear Ben:

Enclosed are proceedings for the final phase of the Project, including:

1. Resolution accepting work;
2. Resolution ordering preparation of final plat and schedule of assessments;
3. Resolution adopting and levying final schedule of assessments;
4. Certificate of levy of assessments to be filed by the Clerk with the County Treasurer;
5. Notice of filing final Plat and Schedule of Assessments to be published and mailed to each property owner;
6. Certificate re: publication of notice (See Publication Requirement);
7. Certificate re: mailing of notice (See Mailing Requirement);
8. Special Assessment Collection Statement;
9. Mailing instructions; and
10. Timetable sheet.

Timing and Order of Action

It is important that action on the above comply with the timing requirements of Chapter 384. Action is required to be taken within the times as follows:

1. Within 15 days of final completion of the public improvement, the engineer is required to file a certificate with the clerk stating:
 - a. That the engineer has inspected the completed work;
 - b. That the work has or has not been performed in compliance with the terms of the contract, and the particulars, if any, in which the work varies from the terms; and
 - c. The total cost of the completed work.
2. Within 15 days after the certificate of completion is filed, the Council must act on the enclosed resolution to accept the work.
3. Within 10 days of acceptance, the Council must adopt the enclosed resolution ordering the final schedule and fixing the amount to be assessed.
4. The engineer then has 30 days to file the final plat and schedule of assessments.
5. The council then has 10 days to act on the assessments, using the enclosed levy resolution.
6. The plat and schedule of assessments must be filed with the County Treasurer, using the enclosed certificate of levy form.
7. The assessment notice must be completed and published once each week on the same day of two consecutive weeks. The first publication must be within 15 days of the filing with the Treasurer.
8. The assessment notice must be mailed to property owners on or before the date of the second publication of the notice. (See the enclosed mailing instructions for specific details.)

The actions must be taken in order. More than one action can be taken at the same meeting. Further instructions are included below. Note that acceptance of the work triggers the 30-day period for filing of claims under Chapter 573 of the Code.

Certification of Levy

You will note that the resolution levying the assessments instructs the Clerk to certify on the enclosed certificate form the final plat and schedule to the County Treasurer for collection. When the certification has been made to the County Treasurer, the completed notice of filing of the final plat and schedule, etc., on the form enclosed herewith should be published and mailed to property owners.

Assessment Payments and Appeals

You should also take notice that under the provisions of Section 384.63, any assessment deficiencies must be certified as such to the County Treasurer which is accomplished by certification to the Treasurer of the schedule of assessments. The deficiencies must also be certified to the city official charged with the responsibility to notify the Council if any improvement is later constructed on a lot subject to deficiency by reason of valuation for a period of amortization equal to the ten years over which assessment installments are payable.¹

As you know, assessments may be paid in full or in part at the office of the City Clerk without interest for a period of thirty days after the first publication of the notice of filing of the final schedule of assessments. A proof of publication of the notice should be filed with the Treasurer. The County Treasurer should not attempt to spread the annual payments on the record until after the collection period is completed. In order to accommodate property owners and encourage cash payments, we suggest you send a letter advising owners that they may pay their assessments in full or in part for thirty days after the certification takes place (which may be enclosed with the mailing of the assessment notice to property owners).

The Clerk should certify the results of the thirty-day collection period to the County Treasurer so the liens will be cancelled for those properties where the assessments were paid.

The first installment of the special assessments will fall due on July 1, 2025 and will be collected with the September taxes in that year. The remaining installments will be collected in ensuing years for ten installments in all. The first installment will bear interest on the unpaid balance from date of acceptance of the improvements until December 1, 2025 or until paid if after December 1, 2025. The remaining installments will bear interest for a full year from December 1st preceding to December 1st following the year of their maturity.

The enclosed proceedings provide that unpaid special assessments will bear interest at the rate of 2.8 percent. This rate is permissible as of today's date and is compatible with the sale of assessment bonds but is subject to change by action of a committee chaired by the State Treasurer.² **Please check with me by telephone before you act on the levy resolution.**

Property owners do have the right to appeal the assessments to District Court within twenty (20) days after the second publication of the assessment notice. Please advise me of any action taken in that respect and furnish copies of court papers.

¹ The Council must set the number of annual installments, not exceeding fifteen, into which assessments of more than five hundred dollars are divided. Iowa Code § 384.60(1)(b). The enclosed proceedings set the number of annual installments at ten.

² The Council must set the applicable interest rate, not exceeding that permitted by Iowa Code chapter 74A. Iowa Code § 384.60(1)(c).

December 12, 2024

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Proofs To Be Returned

An extra copy of the Council procedure is enclosed to be completed as the original and certified back to our office together with the proofs of publication and certified mailing of the assessment notice. Please send me a copy of the engineer's certificate of completion and final cost.

Also, please return a copy of the Certificate of levy of assessments. Our copy should bear original signatures and seals. A special assessment statement is enclosed to be completed after thirty days to show results of the payment period.

If any questions arise please do not hesitate to contact me.

Very truly yours,

AHLERS & COONEY, P.C.

/s/ Maria E. Brownell

Maria E. Brownell

MEB:aes

Enclosures

cc w/encl. (*via email*):

Akhilesh Pal
Jackie Raffety
Dave Moeller
Logan Jarvis

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Resolutions in connection with the South K Street Paving Project.

- Resolution accepting work.
- Resolution ordering preparation of final plat and schedule of assessments.

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

December 19, 2024

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SOUTH K STREET PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION ACCEPTING THE SOUTH K STREET PAVING PROJECT

WHEREAS, on _____, 2024, the City of Indianola, Iowa, entered into contract with Vanderpool Construction, Inc. of Indianola, Iowa, for the construction of the South K Street Paving Project, within the City, as therein described; and

WHEREAS, the contractor has fully completed the construction of the improvements, known as the South K Street Paving Project, in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on _____, 2024:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted and the improvements are hereby accepted as having been fully completed in accordance with the plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$1,818,558.27.

Section 2. The total project cost including construction, engineering, legal and administrative costs is determined to be \$2,640,558.27.

PASSED AND APPROVED this 19th day of December, 2024.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS FOR THE SOUTH K STREET PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING PREPARATION OF FINAL
PLAT AND SCHEDULE OF ASSESSMENTS FOR THE SOUTH
K STREET PAVING PROJECT

BE IT RESOLVED, that the Engineer is hereby instructed to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the South K Street Paving Project, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and against any railway or street railway legally assessable therefor, and \$337,073.69 of the cost of said improvements shall be assessed against the benefited properties, but not in excess of the amounts so assessed in the preliminary plat and schedule for the improvement, and filed in the office of the Clerk.

PASSED AND APPROVED this 19th day of December, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Resolutions in connection with the South K Street Paving Project.

- Resolution adopting and levying final schedule of assessments.

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

_____, _____

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF FOR THE SOUTH K STREET PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted as follows:

RESOLUTION ADOPTING AND LEVYING FINAL
SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE
PAYMENT THEREOF FOR THE SOUTH K STREET PAVING
PROJECT

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the South K Street Paving Project, within the City, under contract with Vanderpool Construction, Inc. of Indianola, Iowa, which final plat and schedule was filed in the office of the Clerk on the _____ day of _____, ____; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY	PROPOSED FINAL ASSESSMENT	PROPOSED FINAL DEFICIENCY, IF ANY	CORRECTED FINAL DEFICIENCY, IF ANY
--	---------------------------------	--	---

BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of 2.8 percent per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2025; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Warren County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Warren County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in a legal newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Indianola, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Section 384.63, Code of Iowa, for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

(SEAL)

(Two publications required)

NOTICE OF FILING OF THE FINAL PLAT AND SCHEDULE
OF ASSESSMENTS AGAINST BENEFITED PROPERTIES FOR
THE CONSTRUCTION OF THE SOUTH K STREET PAVING
PROJECT, WITHIN THE CITY OF INDIANOLA, IOWA

TO THE PERSONS OWNING LAND LOCATED WITHIN THE DISTRICT
DESCRIBED AS THE SOUTH K STREET PAVING PROJECT, WITHIN THE CITY OF
INDIANOLA, IOWA:

consisting of the properties which are described as follows:

The special benefit of this project extends to properties lying within 300' of the improvements or half the distance to the next approximately parallel street, whichever is less. The measurement of this distance excludes the public right-of-way, including right-of-way acquired for this project, which has been established for the common good of all.

In accordance with the Council's adopted policy, reconstruction or repair of existing paved streets will not be assessed to property owners. Since South J Street is an existing paved street, abutting properties will not be assessed for the reconstruction of that street. As a result, West 2nd Avenue represents the northern limits of the South K Street project assessment district. The southern limits of the assessment district will be at the south terminus of the proposed improvements, defined by a boundary line that is perpendicular to the street centerline.

The extent of the work completed on the South K Street Paving Project, is generally described as follows:

The project's scope entails a 12" cement-treated subgrade preparation with 3" asphalt pavement from the southern City limits to approximately 350 feet south of West 2nd Ave. Subgrade preparation with concrete pavement is proposed from approximately 350 feet south of West 2nd Ave to the West 2nd Ave intersection, which includes a right turn lane on West 2nd Ave. This project will include the replacement of major culverts, while maintaining roadside ditches to convey stormwater flow along the roadway.

The project was constructed in substantial conformity with the following scope as described in the resolution of necessity adopted by the Council, with the omission of PCC pavement with integral curb and gutter, 10' wide shared-use path, streetlights, and trees:

The South K Street reconstruction project will begin at West 2nd Avenue and extend south approximately 5,860 feet to a location approximately 350 feet south of West 17th Street. The project proposes to replace the existing gravel road with a paved street consisting of 31' wide PCC pavement with an integral curb and

gutter. Auxiliary lanes will be constructed at major intersections. The project will include the replacement of major culverts and the addition of a storm sewer system. Roadside ditches will remain in some areas due to topography and the amount of stormwater flow along the roadway. A 10' wide shared-use path will be constructed on the east side of the street in lieu of sidewalks on both sides of the street. The project will include streetlights and trees along the shared-use path.

You are hereby notified that the final plat and schedule of assessments against benefited properties within the District described as the South K Street Paving Project, for the construction of street, curb and gutter, storm sewer, shared-use path and other public improvements, has been adopted and levied by the Council of the City of Indianola, and that said plat and schedule of assessments has been certified to the County Treasurer of Warren County, Iowa. Assessments of \$500.00 or more are payable in ten equal annual installments, with interest on the unpaid balance, all as provided in Section 384.65, Code of Iowa. Conditional deficiency assessments, if any, may be levied against the applicable property for the same period of years as the assessments are made payable.

You are further notified that assessments may be paid in full or in part without interest at the office of the City Clerk, at any time within thirty days after the date of the first publication of this notice of the filing of the final plat and schedule of assessments with the County Treasurer. Unless said assessments are paid in full within said thirty day period all unpaid assessments will draw annual interest computed at 2.8 percent (commencing on the date of acceptance of the work) computed to the December 1st next following the due dates of the respective installments. Each installment will be delinquent on September 30th following its due date on July 1st in each year. Property owners may elect to pay any annual installment semiannually in advance.

All properties located within the boundaries of the South K Street Paving Project, above described have been assessed for the cost of the making of said improvements, the amount of each assessment and the amount of any conditional deficiency assessment having been set out in the schedule of assessments and plat accompanying the same, which are now on file in the office of the County Treasurer of Warren County, Iowa. For further information you are referred to said plat and schedule of assessments.

This notice is given at the direction of the Mayor pursuant to Code Section 384.60, Code of Iowa.

City Clerk, City of Indianola, Iowa

CERTIFICATE OF LEVY OF SPECIAL ASSESSMENTS TO BE
MADE BY THE CLERK OF THE CITY OF INDIANOLA, IOWA,
AND FILED WITH THE COUNTY TREASURER OF WARREN
COUNTY, IOWA AND THE CITY OFFICER CHARGED WITH
ISSUANCE OF BUILDING PERMITS

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, _____, Clerk of the City of Indianola, County of Warren, State of Iowa, do hereby certify that at a meeting of the Council of the City of Indianola, Iowa, held on the _____ day of _____, 20____, the said Council did levy special assessments for and on account of the cost of construction of the South K Street Paving Project, under contract with Vanderpool Construction, Inc. of Indianola, Iowa, on the following or portions thereof, in said Municipality, to-wit:

The project's scope entails a 12" cement-treated subgrade preparation with 3" asphalt pavement from the southern City limits to approximately 350 feet south of West 2nd Ave. Subgrade preparation with concrete pavement is proposed from approximately 350 feet south of West 2nd Ave to the West 2nd Ave intersection, which includes a right turn lane on West 2nd Ave. This project will include the replacement of major culverts, while maintaining roadside ditches to convey stormwater flow along the roadway.

The project was constructed in substantial conformity with the following scope as described in the resolution of necessity adopted by the Council, with the omission of PCC pavement with integral curb and gutter, 10' wide shared-use path, streetlights, and trees:

The South K Street reconstruction project will begin at West 2nd Avenue and extend south approximately 5,860 feet to a location approximately 350 feet south of West 17th Street. The project proposes to replace the existing gravel road with a paved street consisting of 31' wide PCC pavement with an integral curb and gutter. Auxiliary lanes will be constructed at major intersections. The project will include the replacement of major culverts and the addition of a storm sewer system. Roadside ditches will remain in some areas due to topography and the amount of stormwater flow along the roadway. A 10' wide shared-use path will be constructed on the east side of the street in lieu of sidewalks on both sides of the street. The project will include streetlights and trees along the shared-use path.

That the district benefited and assessed for the cost of the improvements is described as follows:

The special benefit of this project extends to properties lying within 300' of the improvements or half the distance to the next approximately parallel street, whichever is less. The measurement of this distance excludes the public right-of-way, including right-of-way acquired for this project, which has been established for the common good of all.

In accordance with the Council's adopted policy, reconstruction or repair of existing paved streets will not be assessed to property owners. Since South J Street is an existing paved street, abutting properties will not be assessed for the reconstruction of that street. As a result, West 2nd Avenue represents the northern limits of the South K Street project assessment district. The southern limits of the assessment district will be at the south terminus of the proposed improvements, defined by a boundary line that is perpendicular to the street centerline.

as shown on the schedule hereto attached.

I further certify that the said assessments of \$500.00 or more are payable in ten equal annual installments, together with interest thereon at the rate of 2.8 percent per annum computed to December 1st following the due date of each installment. Interest commences on December 19, 2024, the date of acceptance of the work. The first annual installment, or the full amount of assessments less than \$500.00, are due and payable on July 1st following the date of levy of these assessments as set forth above (unless this certification is made within less than thirty days prior to July 1st) and is subject to the provisions of Section 384.65, Code of Iowa, with respect to lien, delinquent dates, interest, penalties and years of payment.

Special assessment deficiencies as set forth in the Schedule of Assessments are conditionally levied and are certified pursuant to Section 384.63, Code of Iowa. The period for amortization of special assessment deficiencies established by law and by action of the City Council is ten years.

Assessments may be paid in full or in part at the office of the City Clerk, within thirty days of the first publication of the notice of this filing of the final assessment schedule.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the _____ day of _____, _____.

(SEAL)

City Clerk, City of Indianola, Iowa

I hereby certify that on the _____ day of _____, 20____, there was filed with me as County Treasurer of Warren County, State of Iowa, an executed copy of the certificate of the City Clerk of the City of Indianola, Iowa, hereinabove set out, relating to the levy of special assessments, covering the recently completed street, storm sewer, and other public improvements in said Municipality, and a copy of the final plat and schedule of assessments and conditional deficiency assessments, referred to in the resolution levying said assessments, heretofore adopted by the City Council on _____, 20____.

County Treasurer

(SEAL)

I hereby certify that on the _____ day of _____, 20____, there was filed with me as Building Permit Official of the City of Indianola, Iowa, an executed copy of the certificate of the City Clerk of the City of Indianola, Iowa, hereinabove set out, relating to the levy of special assessments, covering the recently completed street, storm sewer, and other public improvements in said Municipality, and a copy of the final plat and schedule of assessments and conditional deficiency assessments, referred to in the resolution levying said assessments, heretofore adopted by the City Council on _____, 20____.

Building Permit Official of the City of
Indianola, Iowa

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, the undersigned, do hereby certify that I am now and was at the time hereinafter mentioned, the duly qualified and acting Clerk of the City of Indianola, State of Iowa, in Warren County, State of Iowa, and that as such Clerk of the City and by full authority from the City Council, I have caused a

NOTICE OF FILING FINAL PLAT AND SCHEDULE
(South K Street Paving Project)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published in the "_____", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bonafide paid circulation recognized by the postal laws of the United States, having general circulation in the City, and that such Notice was published in such newspaper in all of the issues thereof published and circulated on each of the following dates:

_____, _____ and

_____, _____.

WITNESS my official signature at Indianola, Iowa, this _____ day of _____, _____.

City Clerk

RE: SOUTH K STREET PAVING PROJECT

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, the undersigned, Clerk of the City of Indianola, State of Iowa, do hereby certify that on the _____ day of _____, _____, I deposited and mailed in the United States mail at Indianola, Iowa, properly stamped and addressed, a copy of the Notice of Filing of the Final Plat and Schedule of Assessments Against Benefited Properties in the form attached hereto as follows: 1) to each and every property owner listed on the final plat and schedule of assessments referred to in the attached Notice, at the address as shown by the latest available records in the office of the County Auditor; and 2) in each case where the property owner's last address is known to differ from the County Auditor's records, an additional notice was mailed to the last address known. If property assessed is shown to be in the name of more than one owner at the same mailing address, a single Notice was mailed, addressed to all owners at that address.

With respect to property owned by the State of Iowa, and to be assessed under the final plat and schedule of assessments referred to above, I further certify that on the same date set forth above I deposited and mailed in the United States mails at the same post office, properly stamped and addressed, a copy of the aforesaid Notice to each of the following:

1. Secretary of the Executive Council, Iowa State Capitol, Des Moines, IA 50319 (By ordinary mail)
2. Director of Transportation, Highway Division State Department of Transportation, Ames, IA 50010 (By certified mail)

A list of the property owners and their mailing address and certified mail receipts, where applicable, are on file in the official records of the City in my office.

Witness my hand and the seal of the City of Indianola, State of Iowa, this _____ day of _____, _____.

City Clerk

(SEAL)

(Attach to this certificate duplicate copy of Notice of Filing Final Plat and Schedule, as mailed.)

Information for property owners.

The notice of assessment which you have received herewith contains information important to you. One or more assessments has been levied against your property. You may elect to pay an assessment in either of two ways:

1. All or any amount without interest - within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer. The first publication of the notice is scheduled to be on _____, _____.
2. By payment of ten equal annual installments plus interest at the stated rate of 2.8 percent on the unpaid balance.

Payments should be made to the City Clerk for the thirty days; thereafter to the County Treasurer.

Please bear in mind that because of the wording of the law the County Treasurer is required to collect interest through December 1 of each year, even though payment might be made earlier. If you intend to pay the assessment before the ten year period is complete, it is probably to your advantage to make your payment to the Clerk within the interest free period. This period will run for thirty days as stated above.

Please take note of this date so that your payment will be timely. Payments received by the Treasurer after the end of the thirty-day period must include interest to the full amount to December 1, 2025.

RE: SOUTH K STREET PAVING PROJECT

SPECIAL ASSESSMENT STATEMENT

FOR THE CITY OF INDIANOLA, STATE OF IOWA

The undersigned, City Clerk of the City of Indianola, State of Iowa, hereby certifies that the status of the assessments certified to the County Treasurer on _____, _____, for certain public improvements in the City, more fully described in the notice of filing of the final plat and schedule of assessments, is as follows:

- (1) Total amount of final assessments against private property, levied by Council, excluding any deficiencies (computed prior to commencing collection period) \$ _____
- (2) Total amount of final assessments in appeal to District Court \$ _____
- (3) Total amount of cash payments of final assessments (including assessments of less than \$500.00) \$ _____
- (4) Total amount of final unpaid assessments of less than \$500.00 each \$ _____
- (5) Total amount of unpaid assessments as to which owners have claimed agricultural land deferment \$ _____

SPECIAL INFORMATION:

- Total amount of final unpaid assessments on Federally owned property, included in item (1) above, if any \$ _____
- Total amount of final unpaid assessments on State owned property, if any \$ _____
- Total amount of final unpaid assessments on railroad or other property as to which the City has knowledge of pending bankruptcy proceedings \$ _____
- Total amount of final unpaid assessments on City owned property, included in item (1) above, if any \$ _____
- Total amount of final unpaid assessments against property in tax sale or in tax deed to public bidder \$ _____

Total amount of final unpaid assessments against
property on suspended tax lists \$ _____

Total amount of final unpaid assessments on vacant or
unimproved property to be paid in installments
(computed after the close of 30-day collection period) \$ _____

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

City Clerk

(SEAL)

(To be executed only after 30 days have elapsed from the date of the first publication of the notice of
filing of the final plat and schedule of assessments with the County Treasurer).

MAILING INSTRUCTIONS
CHAPTER 384, CODE OF IOWA

NOTICE OF FILING FINAL PLAT AND SCHEDULE OF ASSESSMENTS

"Mail": generally means ordinary mail. A notice sent by any other form of mail may not be sufficient. If you want to send by some other class of mail, do so, but also make a duplicate mailing by ordinary mail. Failure to receive a mailed notice is not a defense to the special assessment. However, if questions arise concerning the mailing, there would be no basis upon which to satisfy a property owner or a court that the mailing had occurred by ordinary mail unless there is an internal procedure in place to verify the mailing. It is advisable for the City to have an established procedure whereby each piece of mail can be traced to its delivery at the Post Office for mailing.

A copy of the notice should be sent by mail to each and every property owner listed on the plat and schedule of assessments, which should include all owners or part owners.

1. Owners: Mailing must be to the owners as of the date of mailing, as shown by the Transfer Books in the Office of the County Auditor. Thus, the assessment schedule must be rechecked against the records for recent ownership changes. If the Clerk has personal knowledge of ownership not shown on the official records, an additional notice should be mailed accordingly.

In each case where the property owners' last address is known to differ from the County Auditor's records, an additional mailing was made to the last address known.

2. More than one owner: If a certain piece of property to be assessed is shown to be in the name of "more than one owner" at the same mailing address, a "single notice" may be mailed addressed to all owners at the same address; if, however, the owners do not have the same mailing address, a separate notice should be mailed to each owner since each have a separate legal interest in such property.

3. Contract purchasers: If the County records or other information available, show that a certain piece of property to be assessed is being sold under contract, a separate notice should be sent to the contract seller, as well as to the contract purchaser, since each have a separate legal interest in such property.

4. Deceased owners: As to property owned by a known deceased individual, we would suggest that a copy of the notice be sent to the executor or administrator of the deceased's estate; and, also if the names and addresses of the deceased's devisees or heirs are available, a copy should be mailed to each of the devisees or heirs. If the County records do not show that the property owner is deceased, and still list the property in the name of the deceased, and the Council or Clerk does not have knowledge that a change in ownership has taken place, then the notice should be mailed to the record title owner.

5. Railroads: As to assessments against railroad property, a copy of the notice should be mailed to the agent designated in the instrument on file in the Clerk's office upon whom service of any legal notice can be made.

6. State property: As to property to be assessed, owned by the State of Iowa, the following procedure should be observed:

a. Certified Mail Required for D.O.T. property. State-owned property, under the jurisdiction and control of the Highway Division of the State DOT -- mail the notice to the Director of Transportation, Highway Division, State Department of Transportation, in Ames, Iowa; by Certified Mail. Certified Mail means any form of mail service, by whatever name, provided by the U.S. Post Office where the post office provides the mailer with a receipt to prove mailing.

b. Ordinary Mail For Other State-Owned Property. State-owned property, not under the jurisdiction and control of the Highway Division of the State DOT -- mail the notice to the Secretary of the Executive Council of the State of Iowa, State Capitol, Des Moines, Iowa 50319.

In case of doubt as to proper jurisdiction of property, mail the notice to both state agencies. Do not send Notice to the State of Iowa unless property owned by the State of Iowa is listed on the assessment schedule.

Timetable for Special Assessment Work Completed

Work completed date: _____

1. Engineer files certificate of completion _____
2. Council adopts resolution accepting Work _____
3. Council adopts resolution fixing amount to be assessed _____
4. Engineer files final plat and schedule
(within 30 days after Council adopts resolution
fixing the amount to be assessed) _____
5. Council adopts resolution to levy final assessments
(within 10 days after filing of the assessment
schedule) _____
6. Clerk proceeds to certify final assessments to
Treasurer, publish and mail notice (reasonable time)
 - 1st publication to be within 15 days of
certification to Treasurer
 - 2nd publication exactly one week later
 - mailing completed before 2nd publication



MEMORANDUM

To: Mayor and City Council

From:

Date: December 19, 2024

Subject: Resolution approving Partial Payment Number 6 in the amount of \$9,865.04 to Vanderpool Construction, Change Order Number 5 in the amount of (\$27,262.92) and the Supplemental Agreement for the South K Street Paving Project.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: December 19, 2024
Subject: Resolution accepting work.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: December 19, 2024
Subject: Resolution ordering preparation of final plat and schedule of assessments.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: December 19, 2024
Subject: Resolution adopting and levying final schedule of assessments.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 19, 2024

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None