— Clerk's Office —

NOTICE:

The City of Indianola is committed to maintaining a high level of communication with the community by providing easy-to-access information and materials about government activities and policies.

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

You may also view the meeting via a zoom webinar (Password: 729927):
https://us02web.zoom.us/j/86820608889?pwd=RVNPTzJtckJZb21uYkRFTGJjbTV4QT09

Or One tap mobile: 1-312-626-6799, 86820608889#, *729927# or 1-301-715-8592, 86820608889 #, *729927#
Or Telephone Dial: 1-646-558-8656 or 1-301-715-8592 or 1-312-626-6799 or 1-669-900-9128 or 1-253-215-8782 or 1-346-248-7799

Webinar ID: 868 2060 8889 Passcode: 729927

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

- Submit an electronic public comment form by visiting our website at http://www.indianolaiowa.gov/Public-Comment
- Submit the form on page nine (9) of the packet to:

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

(May be dropped off at the north entrance of City Hall)

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

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

CITY OF INDIANOLA COUNCIL MEETING
June 21, 2021
6:00 p.m.
City Council Chambers
Agenda

1. Call to order

2. Pledge of Allegiance

3. Roll call

4. **Page 6** Resolution honoring the service of Dave Button.

5. **Page 8** Open Forum (Public comment)

6. **Consent**

A. Approval of agenda

B. **Page 10** Claims on the computer printout for June 21, 2021.

C. **Page 24** Resolution approving monthly transfers.

D. **Page 27** June 7, 2021 Minutes.

E. **Page 32** Resolution setting a Public Hearing date for a Fiscal Year 22 budget amendment on July 6, 2021 at 6:00PM

F. **Applications**

1. **Page 34** Annual renewal of cigarette permit applications.

2. **Page 36** Approval of a renewal Class E liquor license with Class B and C permits and Sunday sales privileges for Casey's General Store, located at 1101 East 2nd Avenue.

3. **Page 37** Approval of a special Class C liquor license with Sunday sales privileges for Des Moines Metro Opera, at 513 North D Street.

4. **Page 38** Approval of a renewal Class C Beer liquor license with Sunday sales and Class B Wine permit privileges for Feed and Foster, located at 103 North Buxton Avenue.

G. **Page 39** Resolution approving Change Order Number 4, Payment Application Number 2 and final acceptance for the Traffic Signal System Timing Updates Project.

H. **Page 47** Approval of Payment Application Number 12 from Williams Brothers Construction for the Water Resource Recovery Facility in the amount of $1,467,673.67.

I. **Page 102** Resolution approving Amendment Number 2 to a Professional Services Agreement with Bolton and Menk, Inc. for engineering services for the Square Reconstruction Project.

J. **Page 108** Resolution approving a Professional Services Agreement with Schneider Geospatial, LLC. For Geo Permits Portal Development, Hosting and Maintenance.

K. **Page 115** Resolution approving an agreement with Snyder and Associates for the West Boston Avenue and North F Street Reconstruction Project.

L. **Page 126** Resolution approving an agreement with Terracon for Geotechnical Engineering Services on Prairie Glynn Plat 3.

M. **Page 143** Resolution approving an agreement with HR Green for engineering services.

N. **Page 158** Resolution approving liability, auto, property, worker's compensation and machinery equipment replacement insurance for Fiscal Year 22.

O. **Page 165** Second consideration of an Ordinance approving the right-of-way vacation and conveyance of a portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa to Peterson Funeral Service, Inc.

P. **Page 167** Approval of the Civil Service Commission list of applicants certified eligible for the position of career Firefighter/Paramedic.

Q. **Page 170** Resolution approving salaries.

R. **Page 172** Resolution approving Fiscal Year 22 salaries.

7. Council Reports

A. **Page 175** EMS Billing Activity Report for April 2021.

B. Greater Des Moines Convention & Visitors Bureau Report — Council Member John Parker, Jr.

C. Metro Advisory Report — Council Member Bob Kling

D. Bravo Report — Council Member Bob Kling

8. Mayor's Report — Mayor Pam Pepper

A. Community Update

B. **Page 177** Pride Month Proclamation

9. Public Consideration

A. Old Business

1. **Page 179** Second consideration of an Ordinance approving the rezoning of property located in the Southwest Quarter of the Southwest Quarter of Section 29, Township 76 North, Range 23 West from A-1 (Agricultural) to R-3 (Mixed Residential).

2. **Page 183** **Valley Place Reconstruction Project**

a. **Page 201** Public Hearing on the proposed plans, specifications, form of contract and estimate of cost for the Valley Place Reconstruction project.

b. **Page 202** Resolution approving the plans, specifications, form of contract and estimate of cost for the Valley Place Reconstruction project.

c. **Page 204** Resolution awarding the contract for the Valley Place Reconstruction project.

3. **Page 211** **Williams Terrace**

a. **Page 219** Public Hearing regarding the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.

b. **Page 220** First consideration of an Ordinance approving the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.

c. **Page 222** Resolution approving a site plan for Williams Terrace, a residential development on a lot exceeding one acre, located at 1603 North 9th Street.

4. **Page 237** Determination of a nuisance for the property located at 608 South G Street.

B. New Business

1. **Code Changes**

   a. **Page 239** First consideration of an Ordinance approving amendments to Chapter 165 (Zoning Regulations) and Chapter 166 (Site Plan).

   b. **Page 376** First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa creating regulations for adult entertainment and uses.

   c. **Page 394** First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa creating regulations for massage establishments and technicians.

2. **Page 399 Official Zoning Map**

   a. **Page 406** Public Hearing regarding the adoption of an amended Official Zoning Map of Indianola, Iowa.

   b. **Page 407** First Consideration of an ordinance approving an amended Official Zoning Map of Indianola, Iowa

3. **Fox Run Plat 2**

   a. **Page 408** Resolution approving a preliminary plat for Fox Run Plat 2.

   b. **Page 424** Resolution setting a Public Hearing for July 6, 2021 regarding execution of a Development Agreement by and between the City of Indianola and Johansen Enterprises, LLC

4. **Page 432** Resolution approving an agreement between the City of Indianola and Bird Rides, Inc.

5. **Page 440** Resolution approving a request for alternative method of approval for a site plan for Herold Trailer Sales, located at 1806 West 2nd Avenue.

10. Other Business

A. City Manager's Report — Ryan Waller

1. **Page 449** Receive and file correspondence from June 4 and 11, 2021 weekly updates from City Manager, Ryan Waller.

11. Adjourn

Information

Subject

Resolution honoring the service of Dave Button.

Information

Attachments

Resolution Honoring Service

RESOLUTION HONORING THE SERVICE OF DAVE BUTTON

Whereas, *Chief Dave Button is retiring effective 2 July 2021, from the position of Chief of Police with the City of Indianola, after a storied law enforcement career of 36 years with eight of those years being Indianola's Chief of Police; and*

Whereas, *a Chief of Police is an existential individual for a city to function, and the leader of the Indianola Police Department; and*

Whereas; *Chief Button fearlessly and tirelessly fulfilled his duties as Chief of Police, by both internally and externally changing the culture of the Police Department and how the Police Department interacted with the citizens of Indianola; and*

Whereas; *the entire community of Indianola greatly appreciates the work and individual sacrifice put forth by Chief Dave Button in fulfillment of those duties, and*

Whereas; *the elected and appointed officials and staff of the City of Indianola will greatly miss his effective leadership and humor; and*

Whereas; *his true passion is his family and golfing; and*

Whereas; *now it is time for him to enjoy his family full-time.*

Now therefore, *be it resolved, by the elected and appointed bodies of the City of Indianola, Iowa that Chief Dave Button and his dedicated service to law enforcement are hereby recognized and appreciated; and*

Be it further resolved, *all citizens of Indianola, Iowa are urged to recognize the distinction Chief Button's efforts have brought our community, and I encourage all citizens to applaud and celebrate this occasion.*

IN WITNESS THEREOF, I have unto set my hand and have caused the Seal of the City of Indianola, Iowa, to be affixed this 21st day of June 2021.

CITY OF INDIANOLA EST. 1849

_____

Pam Pepper, Mayor

Information

Subject

Open Forum (Public comment)

Information

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

(Indianola City Council Rules of Procedure)

Attachments

Public Comment Form

CITY OF INDIANOLA
PUBLIC COMMENT FORM

If you would like to address the Council during Open Forum (aka Public Comment) or during a Public Hearing, please complete and return this form to the Deputy City Clerk.
Electronic submissions will be distributed to the Mayor and Council. Citizens attending the meeting will be called to the podium to speak.

Please complete the following information:

Your Name: _____

Your Address: _____

Organization (if applicable): _____

City Council Meeting Date: _____

Agenda Item or topic if not on the agenda:_____

Comment: _____

_____

_____

Open Forum

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(Indianola City Council Rules of Procedure)

Information

Subject

Claims on the computer printout for June 21, 2021.

Information

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
6585 CONSULTING				
6585 CONSULTING	JUNE TRAINING	06/10/2021	1,000.00	SEWER FUND
Total 6585 CONSULTING:			1,000.00	
A 6FT GEEK LLC				
A 6FT GEEK LLC	CITY HALL JANITORIAL SUPPLIES	06/04/2021	303.51	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER EXTRA CLEANING - MAY	06/04/2021	50.00	PARK & RECREATI
A 6FT GEEK LLC	ACTIVITY CENTER PAPERTOWELS	06/04/2021	32.00	PARK & RECREATI
A 6FT GEEK LLC	JANITORIAL SERVICES	06/04/2021	1,325.00	LIBRARY FUND
Total A 6FT GEEK LLC:			1,710.51	
AARON MILLER PHOTOS				
AARON MILLER PHOTOS	DEPARTMENT ADVERTISING PHOTOS	06/11/2021	1,000.00	PARK & RECREATI
Total AARON MILLER PHOTOS:			1,000.00	
AGRILAND FS INC				
AGRILAND FS INC	TURFACE MVP	05/20/2021	428.00	PARK & RECREATI
Total AGRILAND FS INC:			428.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QUARTERLY SERVICE	05/12/2021	979.50	LIBRARY FUND
Total AIR-CON MECHANICAL CORP.:			979.50	
ALLSUP, PAT				
ALLSUP, PAT	CELL PHONE	06/14/2021	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	COLLECTION MATERIALS	06/01/2021	17.99-	LIBRARY FUND
AMAZON CAPITAL SERVICES	SWIM LESSON NOODLES	06/02/2021	52.99	POOL (MEMORIAL)
AMAZON CAPITAL SERVICES	EOC PROJECTOR NEW LAMP BULB	06/08/2021	51.53	GENERAL FUND
AMAZON CAPITAL SERVICES	PICKARD CONCESSIONS	06/08/2021	178.48	PARK & RECREATI
AMAZON CAPITAL SERVICES	T-BALLS FOR LEAGUE	06/06/2021	167.01	PARK & RECREATI
AMAZON CAPITAL SERVICES	COLLECTION MATERIALS	06/01/2021	1,002.44	LIBRARY FUND
AMAZON CAPITAL SERVICES	FRIENDS - SRP	06/01/2021	779.10	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	06/01/2021	118.55	LIBRARY FUND
AMAZON CAPITAL SERVICES	MATERIALS & SUPPLIES	06/01/2021	80.89	LIBRARY FUND
AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	06/01/2021	338.82	LIBRARY FUND
AMAZON CAPITAL SERVICES	SUPPLIES	06/11/2021	44.57	GENERAL FUND
AMAZON CAPITAL SERVICES	BIKE FEST DECORATIONS	06/08/2021	88.26	PARK & RECREATI
AMAZON CAPITAL SERVICES	AIR DUSTER	06/10/2021	49.00	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	ADAPTOR FOR HAMMER DRILL	06/10/2021	79.00	ROAD USE TAX FU
Total AMAZON CAPITAL SERVICES:			3,012.65	
AMERICAN RED CROSS				
AMERICAN RED CROSS	LIFEGUARD RECERTIFICATIONS	05/31/2021	120.00	PARK & RECREATI
Total AMERICAN RED CROSS:			120.00	
APWA IOWA CHAPTER				
APWA IOWA CHAPTER	MEMBERSHIP RENEWAL 7/1/21-6/30/22	04/05/2021	215.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total APWA IOWA CHAPTER:			215.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	06/04/2021	240.76	PARK & RECREATI
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	06/11/2021	956.86	PARK & RECREATI
ATLANTIC BOTTLING CO.	AQUATIC CENTER CONCESSIONS	06/11/2021	548.18	POOL (MEMORIAL)
Total ATLANTIC BOTTLING CO.:			1,745.80	
AUBERT'S TOWING				
AUBERT'S TOWING	ABANDONED TOW	04/27/2021	165.00	POLICE FUND
AUBERT'S TOWING	ABANDONED TOW	05/04/2021	160.00	POLICE FUND
Total AUBERT'S TOWING:			325.00	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVD	05/04/2021	71.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/04/2021	43.48	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/07/2021	32.61	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/11/2021	14.49	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/12/2021	18.12	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/13/2021	34.03	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/18/2021	36.20	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	05/19/2021	8.69	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			259.36	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	05/07/2021	1,009.36	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/12/2021	264.84	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL FUND	05/12/2021	37.99	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	05/13/2021	224.99	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/17/2021	437.19	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	05/17/2021	33.04	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	05/19/2021	429.48	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/24/2021	370.35	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	05/24/2021	726.72	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	05/24/2021	64.31	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	05/27/2021	243.26	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL	05/27/2021	11.99	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/01/2021	520.10	LIBRARY FUND
Total BAKER AND TAYLOR:			4,373.62	
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOK ON CD	05/21/2021	49.21	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD MEMORIAL FUND	05/21/2021	28.74	LIBRARY SPECIAL
Total BAKER AND TAYLOR SPOKEN WORD:			77.95	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	EMPLOYEE OF THE YEAR PLAQUE	06/02/2021	59.00	GENERAL FUND
BOB'S CUSTOM TROPHIES	MISCELLANOUS	06/07/2021	87.50	POLICE FUND
Total BOB'S CUSTOM TROPHIES:			146.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	WARNING SIGNS FOR HOWARD AND BUXT	05/25/2021	1,830.00	SQUARE STREETS
Total BONNIE'S BARRICADES:			1,830.00	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	28E 3RD QRT PAYMENT	06/03/2021	9,401.80	GENERAL FUND
Total BRAVO GREATER DES MOINES:			9,401.80	
CCP INDUSTRIES INC.				
CCP INDUSTRIES INC.	MICROFIBER TOWELS	06/08/2021	41.66	SEWER FUND
Total CCP INDUSTRIES INC.:			41.66	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	ANNUAL ZOOM LICENSE - WEBINAR + 1 LIC	05/25/2021	1,549.90	GENERAL FUND
CDW GOVERNMENT INC	ANNUAL ZOOM LICENSE - PRO MEETING - L	05/25/2021	149.90	LIBRARY FUND
Total CDW GOVERNMENT INC:			1,699.80	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES	05/28/2021	54.36	PARK & RECREATI
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES	05/28/2021	95.45	PARK & RECREATI
CENTRAL IOWA FASTENERS	JANITORIAL SUPPLIES	05/28/2021	137.00	PARK & RECREATI
CENTRAL IOWA FASTENERS	AQUATIC CENTER CLEANING SUPPLIES	06/04/2021	443.88	POOL (MEMORIAL)
CENTRAL IOWA FASTENERS	AQUATIC CENTER CLEANING SUPPLIES	06/04/2021	475.88	POOL (MEMORIAL)
Total CENTRAL IOWA FASTENERS:			1,206.57	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	05/22/2021	58.34	GENERAL FUND
Total CENTURYLINK:			58.34	
CINTAS CORPORATION				
CINTAS CORPORATION	FIRST AID KIT	06/02/2021	117.18	ROAD USE TAX FU
CINTAS CORPORATION	ACTIVITY CENTER FIRST AID SUPPLIES	06/02/2021	17.59	PARK & RECREATI
CINTAS CORPORATION	EARPLUGS	06/08/2021	27.54	PARK & RECREATI
Total CINTAS CORPORATION:			162.31	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	FORMS FOR CONCRETE	06/08/2021	217.48	ROAD USE TAX FU
CIRCLE B CASHWAY	BOLTS	06/11/2021	6.12	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			223.60	
CITY STATE BANK				
CITY STATE BANK	INTEREST PAYMENT - CRAIN CHIROPRACTI	06/16/2021	124.81	DOWNTOWN BIZ I
Total CITY STATE BANK:			124.81	
CONFLUENCE INC.				
CONFLUENCE INC.	PHASE 1 CODE UPDATES	06/03/2021	4,585.00	GENERAL FUND
Total CONFLUENCE INC.:			4,585.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CONTINENTAL RESEARCH CORP				
CONTINENTAL RESEARCH CO	ACTION DRAIN DEODORIZER	06/11/2021	263.98	PARK & RECREATI
Total CONTINENTAL RESEARCH CORP:			263.98	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED CHURCH SB	06/11/2021	84.00	PARK & RECREATI
CRAWFORD, RICHARD L.	COED SB	06/11/2021	84.00	PARK & RECREATI
CRAWFORD, RICHARD L.	COED SB	06/07/2021	56.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			224.00	
DEMCO EDUCATIONAL CORP				
DEMCO EDUCATIONAL CORP	DVD DISPLAY	05/10/2021	944.45	LIBRARY FUND
DEMCO EDUCATIONAL CORP	DVD DISPLAY	05/17/2021	251.10	LIBRARY FUND
DEMCO EDUCATIONAL CORP	REPAIR MATERIALS	05/24/2021	84.85	LIBRARY FUND
Total DEMCO EDUCATIONAL CORP:			1,280.40	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	ORDINANCE NO. 1652	06/16/2021	74.34	GENERAL FUND
DES MOINES REGISTER MEDIA	0503 MINUTES	06/16/2021	336.83	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF PUBLIC HEARING-CHAPTER 165	06/16/2021	24.41	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE NO 1653	06/16/2021	103.68	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF PUBLIC HEARING-TO VACATE A	06/16/2021	43.46	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF PUBLIC HEARING-REZONING	06/16/2021	30.59	GENERAL FUND
DES MOINES REGISTER MEDIA	0517 MINUTES	06/16/2021	348.67	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			961.98	
DES MOINES STAMP MFG				
DES MOINES STAMP MFG	UNIFORMS	05/27/2021	28.50	POLICE FUND
Total DES MOINES STAMP MFG:			28.50	
DLH GRAFX				
DLH GRAFX	FIRE ACADAMY SHIRTS	06/09/2021	91.00	PARK & RECREATI
Total DLH GRAFX:			91.00	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	SPECIALIZED EQUIPMENT	06/03/2021	5,975.00	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			5,975.00	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	05/31/2021	105.96	POLICE FUND
Total ELIXIR RX SOLUTIONS:			105.96	
FORMATION GROUP				
FORMATION GROUP	CITY HALL/LIBRARY ASSEESMENT	05/31/2021	1,670.00	CAPITAL PROJECT
Total FORMATION GROUP:			1,670.00	
GALLS LLC				
GALLS LLC	UNIFORMS	05/19/2021	6.00	POLICE FUND
GALLS LLC	UNIFORMS	05/19/2021	191.27	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
GALLS LLC	UNIFORMS	05/24/2021	314.36	POLICE FUND
GALLS LLC	UNIFORMS	05/24/2021	277.99	POLICE FUND
GALLS LLC	UNIFORMS	05/25/2021	136.48	POLICE FUND
GALLS LLC	UNIFORMS	06/01/2021	169.05	POLICE FUND
GALLS LLC	UNIFORMS	06/01/2021	83.98	POLICE FUND
GALLS LLC	UNIFORMS	06/02/2021	117.98	POLICE FUND
GALLS LLC	UNIFORMS	06/04/2021	699.00	POLICE FUND
GALLS LLC	UNIFORMS	06/02/2021	68.24	POLICE FUND
Total GALLS LLC:			2,064.35	
GREATER DM CONVENTION & VISITORS BUREAU				
GREATER DM CONVENTION &	28E 3RD QRT PAYMENT	06/07/2021	9,401.80	GENERAL FUND
Total GREATER DM CONVENTION & VISITORS BUREAU:			9,401.80	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	06/09/2021	152.97	SEWER FUND
Total HACH COMPANY:			152.97	
HAWKINS INC				
HAWKINS INC	AQUATIC CENTER CHLORINE	05/25/2021	538.00	POOL (MEMORIAL)
HAWKINS INC	AQUATIC CENTER CHEMICAL FEED PUMP	05/25/2021	550.00	POOL (MEMORIAL)
HAWKINS INC	POOL LIQUID CHLORINE	06/03/2021	336.31	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	06/07/2021	807.00	POOL (MEMORIAL)
Total HAWKINS INC:			2,231.31	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE	06/11/2021	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HR GREEN INC				
HR GREEN INC	SOUTH PLANT LS ENG	06/11/2021	8,865.30	SEWER CAPITAL P
HR GREEN INC	WWTP TRUNK LINE ENGINEERING	06/11/2021	14,421.14	WWTP FACILITY C
Total HR GREEN INC:			23,286.44	
HUTCHINSON SALT CO. INC.				
HUTCHINSON SALT CO. INC.	SALT SUPPLIES	04/15/2021	4,593.27	ROAD USE TAX FU
HUTCHINSON SALT CO. INC.	CREDIT BALANCE ON ACCOUNT	06/16/2021	685.71-	ROAD USE TAX FU
Total HUTCHINSON SALT CO. INC.:			3,907.56	
HY-VEE				
HY-VEE	MULCH	05/18/2021	3,045.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENINGS - FINANCE/CLERK	06/11/2021	45.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENINGS - POLICE	06/11/2021	45.00	POLICE FUND
HY-VEE	BIOMETRIC SCREENINGS - FIRE	06/11/2021	45.00	FIRE FUND
HY-VEE	BIOMETRIC SCREENINGS - SEWER	06/11/2021	90.00	SEWER FUND
Total HY-VEE:			3,270.00	
IMU - UTILITIES				
IMU - UTILITIES	TELEPHONE	06/01/2021	516.00	GENERAL FUND
IMU - UTILITIES	INTERNET	06/01/2021	142.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMU - UTILITIES	IMU UTILITIES - ACTIVITY CENTER	06/01/2021	469.48	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	55.03	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - AQUATIC CNETER	06/01/2021	4,680.26	POOL (MEMORIAL)
IMU - UTILITIES	UTILITIES	06/01/2021	57.72	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	322.16	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	204.01	PARK & RECREATI
IMU - UTILITIES	RENEWABLE	06/01/2021	53.00	FIRE FUND
IMU - UTILITIES	UTILITIES	06/01/2021	3,034.43	GENERAL FUND
IMU - UTILITIES	STREETLIGHTS	06/01/2021	10,885.25	GENERAL FUND
IMU - UTILITIES	UTILITIES	06/01/2021	69.66	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	57.57	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	67.84	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	1,145.02	LIBRARY FUND
IMU - UTILITIES	IMU UTILITIES - ADULT SOFTBALL	06/01/2021	1,482.94	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - YOUTH SOFTBALL	06/01/2021	237.78	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	460.83	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	175.40	PARK & RECREATI
IMU - UTILITIES	UTILITIES	06/01/2021	439.62	ROAD USE TAX FU
IMU - UTILITIES	NORTH PLANT ELECTRIC, WATER, SEWER	06/01/2021	8,272.12	SEWER FUND
IMU - UTILITIES	LIFT STATIONS ELECTRIC	06/01/2021	4,035.57	SEWER FUND
Total IMU - UTILITIES:			36,863.69	
INDIANOLA HOME & LAWN CARE				
INDIANOLA HOME & LAWN CAR	ABATEMENT- 1009 E SALEM	06/01/2021	180.00	GENERAL FUND
INDIANOLA HOME & LAWN CAR	ABATEMENT- 605 E KENTUCKY & DOLLAR T	06/07/2021	700.00	GENERAL FUND
Total INDIANOLA HOME & LAWN CARE:			880.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	SEWER CC PROCESSING FEE MAY 2021	06/07/2021	1,098.70	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	STORM WATER CC PROCESSING FEE MAY	06/07/2021	62.42	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CC PROCESSING FEE MAY 202	06/07/2021	87.40	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			1,248.52	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFETY	CONTRACT	06/03/2021	606.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			606.00	
IOWA DEPT. OF TRANSPORTATION				
IOWA DEPT. OF TRANSPORTATI	TRAFFIC SIGNS HOWARD/BUXTON	05/13/2021	343.98	SQUARE STREETS
Total IOWA DEPT. OF TRANSPORTATION:			343.98	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	TRAINING	05/28/2021	6,875.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			6,875.00	
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	POOL MANAGER WORKSHOP	06/01/2021	10.00	POOL (MEMORIAL)
Total IOWA PARK & REC. ASSOC.:			10.00	
IOWA PLAINS SIGNING INC				
IOWA PLAINS SIGNING INC	TRAFFIC SIGNALS - R STREET	06/14/2021	4,462.50	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA PLAINS SIGNING INC:			4,462.50	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	TRAFFIC SAFETY	05/24/2021	1,740.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			1,740.00	
ITRON INC.				
ITRON INC.	ITRON 10-20 TO 9-21	09/11/2020	349.44	SEWER FUND
ITRON INC.	HARDWARE MAINTENANCE 7/1/21 - 9/30/21	06/11/2021	324.57	SEWER FUND
Total ITRON INC.:			674.01	
JOHNSTON PUBLIC LIBRARY				
JOHNSTON PUBLIC LIBRARY	LOST ITEM CHARGE	05/17/2021	15.00	LIBRARY FUND
Total JOHNSTON PUBLIC LIBRARY:			15.00	
JV TRUCKING LLC				
JV TRUCKING LLC	ROAD STONE FOR GRIMES	05/31/2021	802.56	WWTP FACILITY C
Total JV TRUCKING LLC:			802.56	
KARL EMERGENCY VEHICLES				
KARL EMERGENCY VEHICLES	SPECIALIZED EQUIPMENT	06/14/2021	1,100.00	POLICE FUND
Total KARL EMERGENCY VEHICLES:			1,100.00	
KELTEK INCORPORATED				
KELTEK INCORPORATED	SPECIALIZED EQUIPMENT	06/01/2021	1,144.25	POLICE FUND
Total KELTEK INCORPORATED:			1,144.25	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	06/14/2021	1,061.20	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,061.20	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT	06/15/2021	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
LARGESSE, RICK				
LARGESSE, RICK	EXPENSE AT HOME DEPOT	06/08/2021	21.96	POLICE FUND
Total LARGESSE, RICK:			21.96	
LENT, ANDREW				
LENT, ANDREW	WELLNESS	06/07/2021	25.00	GENERAL FUND
Total LENT, ANDREW:			25.00	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	PAVEMENT REPAIR MATERIAL	06/06/2021	1,791.78	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	FIBER GRIDS FOR PAVEMENT	06/06/2021	1,953.00	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	GEO GRID MAT	06/08/2021	4,100.25	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LOGAN CONTRACTORS SUPPLY INC.:			7,845.03	
MACQUEEN EQUIPMENT				
MACQUEEN EQUIPMENT	BRUSH FOR SWEEPER`	03/15/2021	8,634.57	ROAD USE TAX FU
MACQUEEN EQUIPMENT	REPAIR TRACTOR CAMERA	06/09/2021	211.21	SEWER FUND
Total MACQUEEN EQUIPMENT:			8,845.78	
MARTIN BROS.				
MARTIN BROS.	PICKARD HOT DOG ROLLER	06/04/2021	1,348.74	PARK & RECREATI
MARTIN BROS.	AQUATIC CENTER CONCESSIONS	06/07/2021	2,085.51	POOL (MEMORIAL)
MARTIN BROS.	PICKARD CONCESSIONS	06/10/2021	1,492.41	PARK & RECREATI
MARTIN BROS.	AQUATIC CENTER CONCESSIONS	06/11/2021	548.38	POOL (MEMORIAL)
Total MARTIN BROS.:			5,475.04	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SIGN TRUCK TOOLS	05/03/2021	24.28	ROAD USE TAX FU
MCCOY HARDWARE INC	SIGN TRUCK TOOLS	05/06/2021	18.42	ROAD USE TAX FU
MCCOY HARDWARE INC	PAVEMENT MARKINGS	05/17/2021	11.54	ROAD USE TAX FU
MCCOY HARDWARE INC	CONCRETE ANCHORS FOR SIGNS	05/27/2021	12.54	ROAD USE TAX FU
MCCOY HARDWARE INC	TOOLS FOR SIGN TRUCK	05/27/2021	16.19	ROAD USE TAX FU
MCCOY HARDWARE INC	DUCT TAPE	05/28/2021	4.84	PARK & RECREATI
MCCOY HARDWARE INC	CLR CLEANER	06/01/2021	5.84	PARK & RECREATI
MCCOY HARDWARE INC	AQUATIC CENTER PLUNGER	06/01/2021	7.64	POOL (MEMORIAL)
MCCOY HARDWARE INC	AA BATTERIES FOR CAMERAS	06/02/2021	14.39	SEWER FUND
MCCOY HARDWARE INC	PLANT FERTILIZER	06/02/2021	65.20	PARK & RECREATI
MCCOY HARDWARE INC	AQUATIC CENTER TOOLS AND VACUMM PA	06/02/2021	25.25	POOL (MEMORIAL)
MCCOY HARDWARE INC	POOL CONTROLLER ATTACHMENT	06/03/2021	6.29	POOL (MEMORIAL)
MCCOY HARDWARE INC	AQUATIC CENTER SAFETY PPE	06/04/2021	7.72	POOL (MEMORIAL)
MCCOY HARDWARE INC	AQUATIC CENTER GFI TESTER	06/04/2021	12.59	POOL (MEMORIAL)
MCCOY HARDWARE INC	ELECTRICAL OUTLETS	06/04/2021	29.31	POOL (MEMORIAL)
MCCOY HARDWARE INC	AQUATIC CENTER CONCESSIONS	06/11/2021	10.96	POOL (MEMORIAL)
MCCOY HARDWARE INC	AQUATIC CENTER HARDWARE	06/11/2021	7.18	POOL (MEMORIAL)
Total MCCOY HARDWARE INC:			280.18	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED SB	06/07/2021	84.00	PARK & RECREATI
MCINTYRE, CRAIG	COED SB	06/11/2021	84.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			168.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	05/24/2021	28.87	LIBRARY FUND
MID AMERICAN ENERGY CO.	AQUATIC CENTER HEATING FUEL	05/26/2021	71.09	POOL (MEMORIAL)
Total MID AMERICAN ENERGY CO.:			99.96	
MIDWEST WHEEL COMPANIES				
MIDWEST WHEEL COMPANIES	DUMP TRUCK REPAIR	04/27/2021	175.88	ROAD USE TAX FU
Total MIDWEST WHEEL COMPANIES:			175.88	
NAPA AUTO PARTS				
NAPA AUTO PARTS	AIR LINE FOR UNIT #7 DUMP TRUCK	04/05/2021	2.98	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total NAPA AUTO PARTS:			2.98	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	05/26/2021	1,270.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	06/01/2021	1,524.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	06/02/2021	825.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	06/03/2021	1,460.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	1206 S R ST REPAIR	06/07/2021	1,499.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	1200 S R ST REPAIR	06/08/2021	1,822.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	1200 BLOCK R ST	06/09/2021	1,442.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	1200 S R ST REPAIR	06/10/2021	945.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	1207 S R ST REPAIR	06/10/2021	708.75	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			11,497.75	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	AIR FILTER FOR JD1200A DRAG	06/08/2021	13.24	PARK & RECREATI
Total O'REILLY AUTO PARTS:			13.24	
OXFORD TREE SERVICE				
OXFORD TREE SERVICE	TREE REMOVAL AT MEMORIAL, STUMP GRI	06/14/2021	2,728.75	PARK & RECREATI
Total OXFORD TREE SERVICE:			2,728.75	
PAGE, WAYNE				
PAGE, WAYNE	MUSICAL PERFORMANCE 7/20/21	06/08/2021	200.00	PARK & RECREATI
Total PAGE, WAYNE:			200.00	
PARK, KRIS				
PARK, KRIS	COED SB	06/07/2021	84.00	PARK & RECREATI
PARK, KRIS	COED CHURCH SB	06/11/2021	84.00	PARK & RECREATI
PARK, KRIS	COED SB	06/11/2021	56.00	PARK & RECREATI
Total PARK, KRIS:			224.00	
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	SOCIAL DISTANCING SIGN - COVID	06/08/2021	64.35	GENERAL FUND
PARKER SIGNS & GRAPHICS	TEMP NO PARKING SIGNS HOWARD/BUXTO	06/08/2021	1,280.59	ROAD USE TAX FU
Total PARKER SIGNS & GRAPHICS:			1,344.94	
PER MAR SECURITY				
PER MAR SECURITY	ACTIVITY CENTER FIRE ALARM MONITORIN	06/08/2021	148.02	PARK & RECREATI
Total PER MAR SECURITY:			148.02	
PITNEY BOWES				
PITNEY BOWES	MAIL MACHINE SUPPLIES	06/05/2021	153.57	GENERAL FUND
Total PITNEY BOWES:			153.57	
PROSCREENING LLC				
PROSCREENING LLC	PRE EMPLOYMENT SCREENING	06/01/2021	90.00	PARK & RECREATI
PROSCREENING LLC	PRE EMPLOYMENT SCREENING	06/01/2021	90.00	POOL (MEMORIAL)
PROSCREENING LLC	PRE EMPLOYMENT SCREENING	06/01/2021	50.30	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PROSCREENING LLC:			230.30	
PROVISIO LLC				
PROVISIO LLC	KIOSK SOFTWARE	05/10/2021	99.00	LIBRARY FUND
Total PROVISIO LLC:			99.00	
QUILL CORPORATION				
QUILL CORPORATION	OFFICE SUPPLIES	06/15/2021	459.91	POLICE FUND
Total QUILL CORPORATION:			459.91	
REDITECH				
REDITECH	EMAIL SERVER MIGRATION	06/14/2021	1,400.00	GENERAL FUND
Total REDITECH:			1,400.00	
SCHREIER, ERIC				
SCHREIER, ERIC	REFUND - SWIM LESSONS	06/02/2021	42.00	POOL (MEMORIAL)
Total SCHREIER, ERIC:			42.00	
SECURE SHRED SOLUTIONS LLC				
SECURE SHRED SOLUTIONS L	SHREDDING	06/03/2021	40.00	GENERAL FUND
Total SECURE SHRED SOLUTIONS LLC:			40.00	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES	06/15/2021	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	TRAFFIC SIGNAL UPDATE ENGINEERING	05/28/2021	2,954.50	STREET CAPITAL
SNYDER & ASSOCIATES INC	IOWA AVE PAVING-ENGINEERING	05/31/2021	18,900.76	STREET CAPITAL
SNYDER & ASSOCIATES INC	W CLINTON AVE CULVERT	05/31/2021	2,924.25	STORMWATER UTI
SNYDER & ASSOCIATES INC	MISC ENGINEERING	05/31/2021	1,366.50	GENERAL FUND
SNYDER & ASSOCIATES INC	STREET ISSUES	05/31/2021	7,655.12	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	05/31/2021	113.75	STORMWATER UTI
SNYDER & ASSOCIATES INC	CONSTRUCTION DOC REVIEW- PRAIRIE GL	05/28/2021	1,605.50	GENERAL FUND
SNYDER & ASSOCIATES INC	SITE PLAN REVIEW- WODA	05/28/2021	957.00	GENERAL FUND
SNYDER & ASSOCIATES INC	SITE PLAN- DSM OPERA WAREHOUSE	05/28/2021	826.50	GENERAL FUND
SNYDER & ASSOCIATES INC	DRAINAGE REVIEW- HERRITAGE HILLS 11	05/28/2021	1,087.50	GENERAL FUND
SNYDER & ASSOCIATES INC	MICROMOBILITY CODE DEVELOPMENT	05/20/2021	570.00	GENERAL FUND
SNYDER & ASSOCIATES INC	JK TRAIL 3 ENGINEERING	05/28/2021	3,669.90	CAPITAL PROJECT
Total SNYDER & ASSOCIATES INC:			42,631.28	
ST THOMAS AQUINAS CATHOLIC CHURCH				
ST THOMAS AQUINAS CATHOLI	REFUND - POOL PARTY	06/14/2021	360.00	POOL (MEMORIAL)
Total ST THOMAS AQUINAS CATHOLIC CHURCH:			360.00	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	CRUSHED CONCRETE	06/10/2021	994.80	ROAD USE TAX FU
STERNQUIST CONST. INC.	APPLICATION #2 TRAFFIC SIGNAL SYSTEM	05/03/2021	3,789.41	STREET CAPITAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total STERNQUIST CONST. INC.:			4,784.21	
STOREY-KENWORTHY CO.				
STOREY-KENWORTHY CO.	OFFICE CHAIRS	05/26/2021	722.92	LIBRARY FUND
Total STOREY-KENWORTHY CO.:			722.92	
STUDIO FUSCO				
STUDIO FUSCO	STREETSCAPE BANNERS	06/02/2021	286.00	SQUARE STREETS
Total STUDIO FUSCO:			286.00	
SUTTON, MIKE				
SUTTON, MIKE	REFUND PARK SHELTER RENTAL	06/04/2021	24.00	PARK & RECREATI
Total SUTTON, MIKE:			24.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL	05/24/2021	97.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			97.00	
THEISEN'S				
THEISEN'S	SUPPLY FOR GUARD SHACK	05/28/2021	16.96	GENERAL FUND
THEISEN'S	PLANT FERTILIZER	06/02/2021	83.94	PARK & RECREATI
THEISEN'S	SAWZALL BLADES	06/03/2021	29.99	PARK & RECREATI
THEISEN'S	OIL	06/03/2021	107.86	PARK & RECREATI
THEISEN'S	AC FOR BRAKE ROOM	06/10/2021	359.99	ROAD USE TAX FU
Total THEISEN'S:			598.74	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	06/01/2021	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE - FIRE DEPT	05/12/2021	274.58	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE - PARK	05/12/2021	30.35	PARK & RECREATI
U.S. CELLULAR	CELL PHONES - 1 STREET	05/12/2021	104.61	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONES - 2 - SEWER	05/12/2021	114.95	SEWER FUND
U.S. CELLULAR	CELL PHONE COM DEV	05/12/2021	51.02	GENERAL FUND
Total U.S. CELLULAR:			575.51	
U.S. POSTMASTER				
U.S. POSTMASTER	PO BOX RENT 12 MONTHS`	06/14/2021	212.00	GENERAL FUND
Total U.S. POSTMASTER:			212.00	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION SERVICES	05/01/2021	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	SCREENING - DWAYNE GRAHAM	05/28/2021	556.00	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
UPHDM OCCUPATIONAL MEDIC	SCREENING - MIKE HAMNER	05/28/2021	272.00	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	SCREENING - MAXINE HOLADAY	05/28/2021	269.00	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	SCREENING - JONATHON SCOTT	05/28/2021	968.00	POLICE FUND
UPHDM OCCUPATIONAL MEDIC	SCREENING - DREW STEVER	05/28/2021	904.00	POLICE FUND
Total UPHDM OCCUPATIONAL MEDICINE:			2,969.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	ROCK FOR WESLEY LIFT	05/24/2021	229.91	SEWER FUND
VANDERPOOL CONSTRUCTION	ROCK FOR WESLEY LIFT	05/24/2021	229.91	SEWER FUND
Total VANDERPOOL CONSTRUCTION:			459.82	
VERIZON WIRELESS				
VERIZON WIRELESS	WPC WIRELESS	05/26/2021	40.01	SEWER FUND
Total VERIZON WIRELESS:			40.01	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	DISPATCH SERVICES	01/08/2021	39,800.00	POLICE FUND
WARREN COUNTY SHERIFF	PRISONER FEES	06/03/2021	2,250.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			42,050.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES	05/26/2021	20,709.43	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT	05/26/2021	4,080.52	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	05/26/2021	38.29	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	SPRING CLEAN UP-BRUSH FACILITY	05/26/2021	19,978.00	GENERAL FUND
WASTE MANAGEMENT OF IOW	LEAVE BIN REMOVAL	06/01/2021	915.90	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			45,722.14	
WILLIAMS BROTHERS CONSTRUCTION INC				
WILLIAMS BROTHERS CONSTR	WRRF PAY APP #12	06/14/2021	1,467,673.67	WWTP FACILITY C
Total WILLIAMS BROTHERS CONSTRUCTION INC:			1,467,673.67	
WILSON, LISA				
WILSON, LISA	WELLNESS	06/09/2021	15.00	GENERAL FUND
Total WILSON, LISA:			15.00	
YMCA OF GREATER DSM				
YMCA OF GREATER DSM	EMPLOYER EXPENSE	06/03/2021	390.00	GENERAL FUND
YMCA OF GREATER DSM	EE LIABILITY	06/03/2021	1,055.00	GENERAL FUND
Total YMCA OF GREATER DSM:			1,445.00	
Grand Totals:			1,802,902.66	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND

City Council: _____

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Information

Subject

Resolution approving monthly transfers.

Information

Attachments

Resolution Approving Transfers
Transfers

RESOLUTION 2021-

RESOLUTION TO APPROVE MONTHLY TRANSFERS

WHEREAS, the City of Indianola transfers money between funds to meet certain fiduciary obligations, and

WHEREAS, the transfers described on the attached form need to be accomplished prior to the month end of June 2021, and

WHEREAS, the reason for the transfers are stated on the attached form.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the June 2021 transfers as described on the attached form are approved.

Passed and approved this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

FY 2021 Monthly Recurring Transfers

			June 2021
	DEBIT	(CREDIT)	
610-8300-69101	$ 4,666.67		Transfer Out to General Fund
001-9100-49102		$ 4,666.67	Transfer In from Sewer PILOT
610-8300-69101	$ 8,666.67		Transfer Out to Police Fund
011-1100-49101		$ 8,666.67	Transfer In from Sewer PILOT
610-8300-69615	$ 6,625.83		Transfer Out to City Manager
001-6150-49615		$ 6,625.83	Transfer In from Sewer
110-2100-69615	$ 6,625.83		Transfer Out to City Manager
001-6150-49615		$ 6,625.83	Transfer In from Streets/RUT
610-8300-69625	$ 2,774.25		Transfer Out to Human Resourses
001-6250-49625		$ 2,774.25	Transfer In from Sewer
110-2100-69625	$ 2,774.25		Transfer Out to Human Resourses
001-6250-49625		$ 2,774.25	Transfer In from Streets/RUT
610-8300-69170	$ 6,612.67		Transfer Out to Community Development
001-1700-49170		$ 6,612.67	Transfer In from Sewer
110-2100-69170	$ 6,612.67		Transfer Out to Community Development
001-1700-49170		$ 6,612.67	Transfer In from Streets
001-1700-69621	$ 1,430.00	CD	Transfer Out Info & Tech
001-6100-69621	$ 1,057.83	M/C	Transfer Out Info & Tech
001-6150-69621	$ 604.75	CM	Transfer Out Info & Tech
001-6200-69621	$ 1,867.33	FIN	Transfer Out Info & Tech
001-6250-69621	$ 604.92	HR	Transfer Out Info & Tech
011-1100-69621	$ 5,469.17	PD	Transfer Out Info & Tech
015-1500-69621	$ 1,089.92	FD	Transfer Out Info & Tech
016-1600-69621	$ 6,176.25	EMS	Transfer Out Info & Tech
041-4100-69621	$ 3,525.83	LIB	Transfer Out Info & Tech
042-4200-69621	$ 981.92	Parks Admin	Transfer Out Info & Tech
042-4300-69621	$ 2,975.83	Parks	Transfer Out Info & Tech
110-2100-69621	$ 1,927.83	RUT	Transfer Out Info & Tech
610-8300-69621	$ 1,621.50	Sewer	Transfer Out Info & Tech
001-6210-49621		$ 29,333.08	Transfer In--Info & Tech
650-9000-69620	$ 766.92	Storm Sewer	Transfer Out Clerk
610-8300-69620	$ 4,218.25	Sewer	Transfer Out Clerk
670-8400-69620	$ 766.92	Recycling	Transfer Out Clerk
001-6200-49620		$ 5,752.09	Transfer In City Clerk
110-2100-69823	$ 15,833.33		Transfer out for Street Lighting
001-2300-49823		$ 15,833.33	Transfer in for Street Lighting
710-8300-69610	$ 158,333.33		Transfer Out for Sewer Operations
610-8300-49610		$ 158,333.33	Transfer In from Sewer Fee Revenue
	$ 254,610.67	$ 254,610.67	

Prepared By:

Date

Information

Subject

June 7, 2021 Minutes.

Information

Attachments

Minutes

City of Indianola - Regular Session – June 7, 2021

The Indianola City Council met in regular session at 6:00 p.m. on June 7, 2021 in the City Hall Council Chambers. Mayor Pam Pepper called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Bob Kling, Greg Marchant, Greta Southall and Mayor Pepper. Absent: Gwen Schroder

Council Member Kling moved to approve the consent agenda and Parker seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of agenda
- Claims on the computer printout for June 7, 2021.
- May 17, 2021 Minutes.
- Resolution 2021-128 setting a public hearing for June 21, 2021 on the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.
- Resolution 2021-129 approving Change Order Number 2 in the amount of $ -6,730.00 and Pay Application Number 2 to Vanderpool Construction in the amount of $197,641.99 for the East Iowa Avenue Paving project.
- Approval of Pay Application Number 2 from Langman Construction for the WRRF Influent Trunk Sewer and Outfall Sewer project in the amount of $1,045,562.11.
- Approval of Pay Application Number 2 from Vanderpool Construction for the South Plant Lift Station Improvement project in the amount of $104,250.00.
- Third consideration of an Ordinance amending Chapter 76, Bicycles, and adding in micromobility regulations.
- Resolution 2021-130 approving a waiver of sidewalk requirement and installation covenant for the Des Moines Metro Opera Warehouse, located at 1909 North 14th Street.
- Resolution 2021-131 approving a preliminary plat for Heritage Hills Plat 11.
- Approval of Urban Revitalization Designations.
- Resolution 2021-132 setting the Fiscal Year 22 meeting schedule for the Indianola City Council.
- Resolution 2021-133 approving salaries.

City Manager Ryan Waller highlighted the pay applications, change order and public hearing from the consent agenda.

Nathan Rasko, board president of Kiya Koda, spoke to the Council about the financial costs of running the shelter and requested $5,000/month from the City. Council directed staff to work with Kiya Koda on a new agreement between the two organizations.

Council Member Hulen, Board Member with the South Central Iowa Landfill, reported there are concerns with illegal dumping and recycling containers being contaminated with non-recyclable materials. A committee is being formed to study and address the issues.

Mayor Pepper reported the groundbreaking ceremony for the Streetscape Project will be held on June 14; the Mayor's Youth Council Bike Fest is on July 19; and the petition filed with the State against the City regarding funding for the Streetscape Project was unanimously dismissed.

Mayor Pepper read a Proclamation recognizing Juneteenth in the City and a Proclamation declaring June Safety Month in the City of Indianola.

Marchant moved and Parker seconded to open the Public Hearing regarding a right-of-way vacation and conveyance of a portion of an alley on a request from Peterson Funeral Services, Inc dba Overton Funeral Home. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Charlie Dissell, Community and Economic Development Director showed a map of the request and explained the need for a public utility easement. No other public comments were offered. Marchant moved and Parker seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Kling and seconded by Southall to approve the first consideration of an Ordinance approving the right-of-way vacation and conveyance of a portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa to Peterson Funeral Service, Inc. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved and Kling seconded to approve Resolution 2021-134 approving the granting of a Public Utility Easement on a portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Southall moved to open the Public Hearing regarding a rezoning request from Ground Breaker Homes and Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell stated rezoning the property complies with the City's comprehensive plan. No other public comments were offered. Southall moved and Marchant seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

The first consideration of an Ordinance approving the rezoning of property located in the Southwest Quarter of the Southwest Quarter of Section 29, Township 76 North, Range 23 West from A-1 (Agricultural) to R-3 (Mixed Residential) was introduced on a motion by Hulen and seconded by Southall. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Marchant and seconded by Southall to open the Public Hearing regarding amendments to Chapter 165 (Zoning Regulations) and Chapter 166 (Site Plan). On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell stated updating the codes is part of the City's comprehensive plan. The first consideration of the Ordinance will be at the June 21st meeting. No other public comments were offered. Marchant moved and Hulen seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Southall and seconded by Marchant to open the Public Hearing to determine if a nuisance exists at 608 South G Street. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

A timeline of the issues, along with pictures of junk debris, was provided by Dissell. Dennis Dop, 608 South G Street, spoke to the Council about his clean-up efforts around the city, noting that his work means the City does not have to pay to have items hauled to a landfill, particularly during clean-up week. No other public comments were offered. Marchant moved and Southall seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Marchant moved to continue to the June 21st meeting the determination if a nuisance exists at the property located at 608 South G Street. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council directed staff to prepare an agreement between the City of Indianola and the Indianola Country Club for an upgraded effluent pipe for the Club to use as irrigation of the golf course.

It was moved by Kling and seconded by Southall to approve Resolution 2021-135 authorizing pre-application for the 2021 Iowa Great Places Grant. In discussion, Parks and Recreation Director Doug Bylund said the grant will focus on arts, culture, Indianola's unique assets, and the positive impact changes would have locally and state-wide. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

The first consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend Site Plan Ordinance Section 166.07 was introduced on a motion by Marchant and seconded by Parker. In discussion, Dissell stated legal counsel has recommended the amendments. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to waive the second and third readings of the Ordinance and Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to approve Resolution 2021-136 approving an Engagement Letter with D.A. Davidson for the 2021 General Obligation Bond Series and Hulen seconded it. In discussion, City Clerk/CFO Andrew Lent stated the approval of the letter authorizes D.A. Davidson to serve as the City's municipal bond advisor for issuance of a bond series that will fund improvements to Hillcrest Avenue and South K Street. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Ryan Waller, City Manager, reported staff has received documents for the American Rescue Plan funds. He also requested a special meeting to be held at 10:00 am on June 28 in order for Council to approve end-of-year claims and transfers.

Council directed staff to have City commissions research allowing golf carts and other utility vehicles to operate on City streets and bring a recommendation back to Council.

Parker moved and Marchant seconded to receive and file correspondence from May 14, 21 and 28, 2021 weekly updates provided by City Manager, Ryan Waller. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Meeting adjourned at 6:59 pm on a motion by Southall and seconded by Marchant.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Resolution setting a Public Hearing date for a Fiscal Year 22 budget amendment on July 6, 2021 at 6:00PM

Information

Attachments

Resolution Setting Hearing

City of Indianola

RESOLUTION NO. 2021-

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING TO AMEND THE FISCAL YEAR 2022 BUDGET

WHEREAS, the City is required to hold a public hearing concerning the amendment of the City's budget for fiscal year 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA, that a public hearing will be held July 6, 2021 beginning at 6:00 p.m. in the City Hall Council Chambers, 110 N. 1st Street, concerning amending the City's budget for fiscal year 2022, and the City Clerk is directed to publish notice of said meeting in the Indianola Record Herald and Tribune.

PASSED AND APPROVED this 21st day of June 2021.

_____

Pam Pepper, Mayor

ATTEST:

_____

Andrew J. Lent, City Clerk/CFO

Information

Subject

Annual renewal of cigarette permit applications.

Information

This is an annual procedure requiring Council approval. Below is a list of complete applications for Fiscal Year 22. The paperwork is in order.

Name	Owner	Address
Casey's #1623	Casey's General Stores	607 N Jefferson
Casey's #1908	Casey's General Stores	507 S Jefferson
Casey's #2097	Casey's General Stores	1006 W 2nd
Casey's #2894	Casey's General Stores	1101 E 2nd
Casey's #3512	Casey's General Stores	301 E Trailridge Ave
Dollar General Store	Dollar General Stores	1803 W 2nd
Dollar General Store	Dollar General Stores	201 N Jefferson Way
Fareway Stores #657	Fareway Stores, Inc	1309 W 2nd
Hy-Vee Food Store	Hy-Vee Inc	910 N Jefferson
Hy-Vee Gas	Hy-Vee Inc	912 N Jefferson
Indianola Country Club	Indianola Country Club	1610 Country Club Rd
Indy 66 #928	DanLee Corp	1201 N Jefferson
Indy 66 #929	DanLee Corp	2001 W 2nd Ave
I Towner Stop	Sukhjinder Singh	403 W 2nd Ave
Jiffy #921	DanLee Corp	311 N Jefferson
Murphy USA #5806	Murphy Oil USA Inc	1502 N Jefferson
Taste the Vape, LLC dba Route 69 Vapor	Jason Glenn	106 N Howard
Walmart	Walmart, Inc	1500 N Jefferson
Walgreens #05943	Walgreens Co	1000 N Jefferson

Attachments

No file(s) attached.

Information

Subject

Approval of a renewal Class E liquor license with Class B and C permits and Sunday sales privileges for Casey's General Store, located at 1101 East 2nd Avenue.

Information

Council will need to consider approval of a renewal liquor license for Casey's General Store. The owner is Casey's General Store, Inc. All paperwork is in order and staff has approved.

Attachments

No file(s) attached.

Information

Subject

Approval of a special Class C liquor license with Sunday sales privileges for Des Moines Metro Opera, at 513 North D Street.

Information

Council will need to consider approval of a special Class C liquor license with Sunday sales privileges for Des Moines Metro Opera for service at 513 North D Street. Elaine Raleigh and Michael Egel are Directors for DMMO. All paperwork is in order and staff has approved.

Attachments

No file(s) attached.

Information

Subject

Approval of a renewal Class C Beer liquor license with Sunday sales and Class B Wine permit privileges for Feed and Foster, located at 103 North Buxton Avenue.

Information

Council will need to consider approval of a renewal Class C Beer liquor license with Sunday sales and Class B Wine permit privileges for Feed and Foster, located at 103 North Buxton Avenue. Owners are Erin Freeberg and Jane Whalen. All paperwork is in order and staff has approved.

Attachments

No file(s) attached.

Information

Subject

Resolution approving Change Order Number 4, Payment Application Number 2 and final acceptance for the Traffic Signal System Timing Updates Project.

Information

Attachments

Letter

Requests

Resolution Approving Final Acceptance

May 3, 2021

Akhilesh Pal
City of Indianola
110 North 1st Street
PO Box 299
Indianola, IA 50125

RE: PARTIAL PAYMENT APPLICATION NO. 2 – FINAL ACCEPTANCE
TRAFFIC SIGNAL SYSTEM TIMING UPDATES
PROJECT NO. ICAAP-SWAP-3680(620)—SH-91

Dear Mr. Pal:

Partial Payment Application No. 2 includes work completed between August 6, 2020 and September 4, 2020. Work completed within this window includes seeding and punch-list items. At this time, all items within the construction contract are considered complete; it is Snyder & Associates, Inc. recommendation to close out and accept the project.

Change Order No.4 reconciles all contract quantities to match work completed in the field. Adjusted quantities include sidewalk paving, sidewalk removal, sign removal, pavement markings, and erosion control. Change Order No. 4 deducts ***$1,764.00*** from the contract, bringing the total contract amount to ***$274,738.85.***

We recommend approval of Change Order No.4 and payment of ***$3,789.41*** to the Contractor, Sternquist Construction, for work completed through September 4, 2020, and the release of retainage totaling ***$13,736.94*** 30 days after project acceptance barring any claims.

Please contact me should you have any questions on this change order or pay application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Justin Jackson, P.E.

MLA

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 2

PROJECT: Traffic Signal System Timing Updates
S&A PROJECT NO.: 119.0606

OWNER: City of Indianola
CONTRACTOR: Sternquist Construction
ADDRESS: 1110 N. 14th Street
Indianola, Iowa 50125
DATE: 11/25/2020

PAYMENT PERIOD: 8/6/2020 to 9/4/2020

1. CONTRACT SUMMARY:

Original Contract Amount:	$ 257,606.85
Net Change by Change Order:	$ 17,132.00
Contract Amount to Date:	$ 274,738.85

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Completion Date:	7/17/2020
Revised Completion Date:	9/4/2020

2. WORK SUMMARY:

Total Work Performed to Date:	$ 274,738.85
Retainage: 5%	$13,736.94
Total Earned Less Retainage:	$ 261,001.91
Less Previous Applications for Payment:	$ 257,212.50
AMOUNT DUE THIS APPLICATION:	$3,789.41

Added by Change Order:	49
Contract Time Remaining:	0

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

Sternquist Construction
CONTRACTOR

By _____ DATE: 5-3-21

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: 5/03/2021

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	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
1.	EXCAVATION, CLASS 10, WASTE	100	CY	$ 16.00	$ 1,600.00	100	1	$ 1,600.00
2.	TOPSOIL, STRIP, SALVAGE AND SPREAD	133	CY	35.00	4,655.00	133		4,655.00
3.	COMPACTION WITH MOISTURE AND DENSITY CONTROL	408	CY	13.00	5,304.00	408		5,304.00
4.	RELOCATION OF MAILBOXES	2	EA	275.00	550.00	2		550.00
5.	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN	1,050	SY	95.00	99,750.00	1,050		99,750.00
6.	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1	LS	650.00	650.00	1		650.00
7.	MANHOLE ADJUSTMENT, MINOR	1	EA	2,300.00	2,300.00	1		2,300.00
8.	REMOVAL OF PAVEMENT	1,050	SY	12.00	12,600.00	1,050		12,600.00
9.	REMOVAL OF SIDEWALK	3	SY	90.00	270.00	3	4	270.00
10.	SIDEWALK, P.C. CONCRETE, 4 IN.	3	SY	150.00	450.00	3	4	450.00
11.	DRIVEWAY, P.C. CONCRETE, 6 IN	21	SY	100.00	2,100.00	21		2,100.00
12.	DRIVEWAY, P.C. CONCRETE, 7 IN	54	SY	100.00	5,400.00	54		5,400.00
13.	REMOVAL OF PAVED DRIVEWAY	75	SY	9.00	675.00	75		675.00
14.	REMOVE AND REINSTALL SIGN AS PER PLAN	3	EA	450.00	1,350.00	3	4	1,350.00
15.	LOOP DETECTORS	10	EA	1,350.00	13,500.00	10		13,500.00
16.	CONSTRUCTION SURVEY	1	LS	4,950.00	4,950.00	1		4,950.00
17.	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	7.43	STA	495.00	3,677.85	7.43	4	3,677.85
18.	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	2	EA	150.00	300.00	2		300.00
19.	TRAFFIC CONTROL	1	LS	10,000.00	10,000.00	1		10,000.00
20.	MOBILIZATION	1	LS	12,000.00	12,000.00	1		12,000.00
21.	VALVE BOX EXTENSION	1	EA	385.00	385.00	1		385.00
22.	TRAFFIC SIGNAL CONTROLLER	5	EA	7,250.00	36,250.00	5		36,250.00
23.	TRAFFIC SIGNAL CONTROLLER GPS ANTENNA	8	EA	2,500.00	20,000.00	8		20,000.00
24.	FIBER OPTIC CABLE REPAIR	1	LS	12,000.00	12,000.00	1		12,000.00
25.	SEEDING AND FERTILIZING (URBAN)	0.1	AC	27,500.00	2,750.00	0.1		2,750.00
26.	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	630	LF	4.00	2,520.00	630		2,520.00
27.	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	630	LF	1.00	630.00	630		630.00
28.	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	10	LF	55.00	550.00	10	4	550.00
29.	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	2	EA	110.00	220.00	2	4	220.00
30.	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	2	EA	110.00	220.00	2	4	220.00
		TOTAL ORIGINAL CONTRACT =			$ 257,606.85			$ 257,606.85
CHANGE ORDER SUMMARY:								
	CHANGE ORDER 01							
1.	EXCAVATION, CLASS 10, WASTE	205	CY	16.00	3,280.00	205	1	3,280.00
31.	SPECIAL BACKFILL	385	TON	32.00	12,320.00	385	1	12,320.00
		TOTAL CHANGE ORDER AMOUNT:			15,600.00			15,600.00
	CHANGE ORDER 02							
32.	BELOW GRADE EXCAVATION, CLASS 10	103	CY	32.00	3,296.00	103	2	3,296.00
		TOTAL CHANGE ORDER AMOUNT:			3,296.00			3,296.00
	CHANGE ORDER 03							
-	COMPLETION DATE REVISION				-			-
	CHANGE ORDER 04							
9.	REMOVAL OF SIDEWALK	-3	SY	90.00	(270.00)	-3	4	(270.00)

10.	SIDEWALK, P.C. CONCRETE, 4 IN.	-3	SY	150.00	(450.00)	-3	4	(450.00)
14.	REMOVE AND REINSTALL SIGN AS PER PLAN	-1	EA	450.00	(450.00)	-1	4	(450.00)
17.	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	0.80	STA	495.00	396.00	0.8	4	396.00
28.	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	-10	LF	55.00	(550.00)	-10	4	(550.00)
29.	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	-2	EA	110.00	(220.00)	-2	4	(220.00)
30.	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	-2	EA	110.00	(220.00)	-2	4	(220.00)
		TOTAL CHANGE ORDER AMOUNT:			(1,764.00)			(1,764.00)
		TOTAL CHANGE ORDERS =			$ 17,132.00			$ 17,132.00
		TOTAL CONTRACT & CHANGE ORDERS			$ 274,738.85			$ 274,738.85

CHANGE ORDER NO. 4

OWNER: City of Indianola

PROJECT: Traffic Signal System Timing Updates
S&A PROJECT #: 119.0606

To: Sternquist Construction
Contractor
1110 N 14th St
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:**
All: Final Quantity Adjustment.

2. **Reason for Change:**
9: Sidewalk removal on north side of Iowa Avenue not required.
10: Sidewalk paving on north side of Iowa Avenue not requied.
14: Sign marked for removal by contractor was removed by city before project.
17: Additional marking required at north-walk crosswalk at Iowa Avenue and Jefferson Way intersection.
28, 29, 30: Intake sediment filters not installed.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
9	REMOVAL OF SIDEWALK	-3	SY	$90.00	-$270.00
10	SIDEWALK, P.C. CONCRETE, 4 IN.	-3	SY	$150.00	-$450.00
14	REMOVE AND REINSTALL SIGN AS PER PLAN	-1	EA	$450.00	-$450.00
17	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	0.8	STA	$495.00	$396.00
28	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	-10	LF	$55.00	-$550.00
29	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	-2	EA	$110.00	-$220.00
30	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	-2	EA	$110.00	-$220.00
				TOTAL	**-$1,764.00**

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 -$1764.00 divided as follows:**

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	$276,502.85	September 4, 2020
Change due to this C.O. (+ or -)	($1,764.00)	0
Totals including this C.O.:	$274,738.85	September 4, 2020

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

Sternquist Construction
CONTRACTOR

By _____ DATE: 5-3-21

Snyder & Associates, Inc.
ENGINEER

By _____ DATE: 5/03/2021

City of Indianola
OWNER

By _____ DATE: _____

City of Indianola

RESOLUTION NO. 2021-

RESOLUTION APPROVING CHANGE ORDER NO 4, PAY APPLICATION NO 2, AND FINAL ACCEPTANCE FOR THE TRAFFIC SIGNAL SYSTEM TIMING UPDATES PROJECT

WHEREAS, the City of Indianola is currently under obligation of a construction contract with Sternquist Construction (will be known as the "Contractor") for the Traffic Signal System Timing Updates Project (will be known as the "Project"); and

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

WHEREAS, the consultant engineer for this project, Snyder & Associates, has issued a completion statement for work completed by the contractor; and

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

WHEREAS, the changes resulted in a net decrease to the contract price of $1,764.00 thereby resulting in a final contract price of $274,738.85; and

WHEREAS, the contractor has requested for the final pay, Pay Application No 2 in the amount of $3,789.41, and for the release of retainage, in the amount of $13,736.94, after 30 days of acceptance of this project and if no claims have been filed; and

WHEREAS, the City Council now deems it appropriate to approve Change Order No 4 and Pay Application No 2 as attached.

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

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

Section 2. That Change Order No 4 to decrease the contract amount by $1,764.00, which results in a final contract amount of $274,738.85, is hereby approved.

Section 3. That it is hereby found and determined that the total cost of said project is in the amount of $274,738.85.

Section 4. That Pay Application No 2 in the amount of $3,789.41 shall be paid.

Section 5. That the retainage amount of $13,736.94 should be released to the Contractor, after 30 days of acceptance of this project if no claims have been filed.

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

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

PASSED AND APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Approval of Payment Application Number 12 from Williams Brothers Construction for the Water Resource Recovery Facility in the amount of $1,467,673.67.

Information

As of the Pay Application, Williams Brothers Construction Inc has been paid 41.7% of the contract. Items included in this application are through May 31, 2021 and include
• **Site Work:** Sanitary Sewer Clean outs, Drain Lines, Perimeter Subdrain, Sanitary Sewer Manholes, Sanitary Sewer Lines, Effluent Outfall Line, Electrical Site Wiring, Pavement Prep, Rock Backfill;
• **100-Electrical Service Building:** Electrical Rough-in, Building Excavation/Backfill;
• **120-Admin Vehicle Storage:** Rebar, Concrete SOG, Plumbing & Electrical rough-in, Building excavation/backfill;
• **210-Headworks:** Concrete Walls, Vertical Turbine Solids Handling Pumps;
• **230-Grit Building:** Precast Roof Panels, CMU Walls, Electrical Rough-in, Building Excavation/Backfill, Hydropneumatic Tank, Grit Removal Equipment. Grit Washer;
• **270-Peak Flow Treatment:** Rebar, Housekeeping Pads, Metal Building Framing, Cloth Media Filters Rough-in Plumbing;
• **320-Oxidation Ditches:** Concrete Suspended Slab, Oxidation Equipment Layout;
• **350-Secondary Treatment Building:** Concrete Base Slab, Building excavation/backfill, Plumbing Roughin;
• **380-Secondary Clarifiers:** Concrete Base Slab, Clarifier Mechanism Layout;
• **420-UV Disinfection Building:** Housekeeping Pads, Exterior Brick, Electrical rough-in, Vertical Turbine Pump Layout;
• **520-Aerobic Digester:** Concrete Walls, Aeration Equipment Layout;
• **550-Solids Processing Building:** Building Excavation/Backfill, Double Disc Pumping Equipment;
• **570-Biosolids Storage:** Base Slab, Bolted Steel Wastewater Storage Tank;
• **Change Orders:** Change Order #3 Items;
• **Stored Materials:** Rebar, Integration Equipment, Additional Metal Building Material, Hydropneumatic Tank, Brick & Block for Bldg 270, Oxidation Ditch Equipment, Building Insulation, UV Equipment.

Updates on the project may be found on the City website at
http://www.indianolaiowa.gov/632/Wastewater-Treatment-Plant-Updates

Attachments

Payment Application

HRGreen

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

HRGREEN.COM

June 14, 2021

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

Re: Indianola Water Resource Recovery Facility (WRRF)
City of Indianola
Contractor's Application for Payment No. 12

Dear Rick:

Attached is an electronic copy of Payment Application No. 12 from Williams Brothers Construction Inc. (WBCI) for the Indianola Water Resource Recovery Facility (WRRF) project. Items included in this application are through May 31, 2021 and summarized as follows:

- **General Requirements:** Division 01;
- **Site Work:** Sanitary Sewer Cleanouts, Drain Lines, Perimeter Subdrain, Sanitary Sewer Manholes, Sanitary Sewer Lines, Effluent Outfall Line, Electrical Site Wiring, Pavement Prep, Rock Backfill;
- **100-Electrical Service Building:** Electrical Rough-in, Building Excavation/Backfill;
- **120-Admin Vehicle Storage:** Rebar, Concrete SOG, Plumbing & Electrical rough-in, Building excavation/backfill;
- **210-Headworks:** Concrete Walls, Vertical Turbine Solids Handling Pumps;
- **230-Grit Building:** Precast Roof Panels, CMU Walls, Electrical Rough-in, Building Excavation/Backfill, Hydropneumatic Tank, Grit Removal Equipment. Grit Washer;
- **250-Equalization Tank:** Nothing this period;
- **270-Peak Flow Treatment:** Rebar, Housekeeping Pads, Metal Building Framing, Cloth Media Filters Rough-in Plumbing;
- **320-Oxidation Ditches:** Concrete Suspended Slab, Oxidation Equipment Layout;
- **350-Secondary Treatment Building:** Concrete Base Slab, Building excavation/backfill, Plumbing Rough-in;
- **380-Secondary Clarifiers:** Concrete Base Slab, Clarifier Mechanism Layout;
- **420-UV Disinfection Building:** Housekeeping Pads, Exterior Brick, Electrical rough-in, Vertical Turbine Pump Layout;
- **520-Aerobic Digester:** Concrete Walls, Aeration Equipment Layout;
- **550-Solids Processing Building:** Building Excavation/Backfill, Double Disc Pumping Equipment;
- **570-Biosolids Storage:** Base Slab, Bolted Steel Wastewater Storage Tank;
- **Change Orders:** Change Order #3 Items;
- **Stored Materials:** Rebar, Integration Equipment, Additional Metal Building Material, Hydropneumatic Tank, Brick & Block for Bldg 270, Oxidation Ditch Equipment, Building Insulation, UV Equipment;

The total for Pay Application No. 12 is $1,467,673.67. As of this Pay Application, WBCI has been paid 41.7% of the contract. The total work completed and stored to date is 43.9% of the total contract which breaks down to work completed of 36.4% with the remainder in stored materials. As of this Pay Application, 54.4% of the time has been used. WBCI appears to be behind schedule based on work completed and time remaining. However, WBCI's most recent progress schedule shows project completion before the contractual completion dates.

We have reviewed Payment Application No. 12 and verified that WBCI is current with their certified payroll and has submitted the partial waiver of lien. Therefore, we recommend full payment of Payment Application No. 12 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5289.

Sincerely,
HR Green, Inc.

Joseph Frankl

Joseph Frankl, P.E.
Project Manager

Cc : Andy Lent, City Clerk
Ryan Waller, City Manager
File

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APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

0

TO OWNER: City of Indianola
>> 110 N 1st Street
Indianola, IA 50125
Telephone:
Fax:

PROJECT Indianola Water Resource Recovery Facility

Application No. 12
Period To: May 31, 2021
PROJECT NOS.:

Distribution to:
OWNER
ENGINEER

FROM CONTRACTOR: Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, Illinois 61654
Ph 309/688-0416; Fax 309/688-0891
email -- (anthony) @wbci.us

CONTRACT FOR: General

VIA ENGINEER HR Green Inc.
5525 Merle Hay Road, Suite 200
Johnston, IA 50131
Attn: James Rusmussen

Phone: 515-278-2913
Fax:

App'l date May 31, 2021
Contract date:
Substaintial completeion date:
Invoice 5 21 530 12

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		45,600,000.00
2. Net Change by Change Orders		(44,516.00)
3. CONTRACT SUM TO DATE (LINE 1 +2)		45,555,484.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G702)		20,016,446.73
5. RETAINAGE:		
a. 5 % of 100% of Contract (Columns D + E on G703)	(830,526.77)	
b. 5 % of Stored Material (Columns F on G703)	(170,295.57)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00	(1,000,822.34)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		19,015,624.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		(17,547,950.72)
8. CURRENT PAYMENT DUE		1,467,673.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		26,539,859.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Ow 1-2	2,842.00	
Total approved this Month		(47,358.00)
TOTALS	2,842.00	(47,358.00)
NET CHANGES by Change Order		(44,516.00)

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

CONTRACTOR: Williams Brothers Construction Inc.

By: Jacqueline Smith Date: May 31, 2021

Jacqueline Smith, Treasurer

State of: Illinois
County of: Peoria

Subscribed and sworn to before me this day of May 31, 2021

Notary Public : Lisa A Munstedt

"OFFICIAL SEAL"
LISA A. MUNSTEDT
Notary Public, State of Illinois
My Commission Expires 04-01-2022

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 1,467,673.67

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

Engineer: HR Green

By: Joseph Frankl Date: 6/14/2021

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

CONTINUATION SHEET

Application No. 12 | PER. TO: May 31, 2021

APPL. DATE: May 31, 2021 | ENGINEER'S PROJECT NO.: 0.00

Spec Sec.		Build. NO	City of Indianola Water Resource Recovery Facility		SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	WORK COMPLETED PREV. APPL.	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
Div. #01			***General Requirements***										
01	0000	1	Mobilization		August Winter & Sons, Inc.	185,000.00	111,000.00			111,000.00	60%	74,000.00	5,550.00
01	0000	1	Demobilization		August Winter & Sons, Inc.	5,000.00				0.00	0%	5,000.00	0.00
01	0000	1	Div #1		Price Electric	177,000.00	120,360.00	3,540.00		123,900.00	70%	53,100.00	6,195.00
01	0000	1	Demobilization		Williams Brothers Const. Inc.	101,250.00				0.00	0%	101,250.00	0.00
01	0000	1	Submittal Exchange		Williams Brothers Const. Inc.	28,321.27	28,321.27			28,321.27	100%	0.00	1,416.06
01	0000	1	Mobilization		Williams Brothers Const. Inc.	1,688,184.10	843,750.00			843,750.00	50%	844,434.10	42,187.50
01	0000	1	Bond /Insurance		Williams Brothers Const. Inc.	1,147,500.00	1,147,500.00			1,147,500.00	100%	0.00	57,375.00
Site Work													
03	0000	0	Site Structures										
03	0000	0	Rebar	M/L	Harris Rebar (Ambassador Stee	30,025.00			16,975.00	16,975.00	57%	13,050.00	848.75
03	0000	0	Concrete	M	Norwalk Ready Mix Concrete I	27,279.62				0.00	0%	27,279.62	0.00
03	0000	0	Form & place										
03	0000	0	Walls	L	Williams Brothers Const. Inc.	208,278.78				0.00	0%	208,278.78	0.00
03	0000	0	Base Slabs	L	Williams Brothers Const. Inc.	19,164.60				0.00	0%	19,164.60	0.00
03	0000	0	SOG	L	Williams Brothers Const. Inc.	12,675.15	1,267.52			1,267.52	10%	11,407.64	63.38
03	0000	0	Precast Hollowcore Slabs	L	Williams Brothers Const. Inc.	3,473.55				0.00	0%	3,473.55	0.00
03	0000	0	Suspended Slab	L	Williams Brothers Const. Inc.	8,468.55				0.00	0%	8,468.55	0.00
03	0000	0	Mechanical Curbs	L	Williams Brothers Const. Inc.	1,999.35				0.00	0%	1,999.35	0.00
03	0000	0	Concrete	M	Norwalk Ready Mix Concrete I	392,918.50				0.00	0%	392,918.50	0.00
03	0000	0	Pavement	L	Williams Brothers Const. Inc.	787,570.42				0.00	0%	787,570.42	0.00
03	0000	0	Sidewalk	L	Williams Brothers Const. Inc.	72,666.10				0.00	0%	72,666.10	0.00
03	1000	0	Site Bridge	M	Molin Concrete Products	7,782.00				0.00	0%	7,782.00	0.00
03	1000	0	Site Bridge	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
08	3100	0	Access Doors and Panels	M	Nystrom	425.00				0.00	0%	425.00	0.00
08	3100	0	Access Doors and Panels	L	Williams Brothers Const. Inc.	1,470.85				0.00	0%	1,470.85	0.00
10	4400	0	Fire Protection Specialties	M	Johnson Specialty Sales, Ltd.	1,525.00				0.00	0%	1,525.00	0.00
10	4400	0	Fire Protection Specialties	L	Williams Brothers Const. Inc.	889.20				0.00	0%	889.20	0.00
22	0500	0	24" CMP Flared End Section		J and K Contracting	5,741.96	2,870.98			2,870.98	50%	2,870.98	143.55
22	0500	0	12" PVC Storm Sewer		J and K Contracting	41,393.52	23,297.40		6,550.00	29,847.40	72%	11,546.12	1,492.37
22	0500	0	SW-508 Modified Intake		J and K Contracting	12,088.35	9,066.26			9,066.26	75%	3,022.09	453.31
22	0500	0	SW-508 Intake		J and K Contracting	36,265.05	27,198.79			27,198.79	75%	9,066.26	1,359.94
22	0500	0	SW-512 Intake		J and K Contracting	6,392.82			1,066.68	1,066.68	17%	5,326.14	53.33
22	0500	0	42" RCP Flared End Section		J and K Contracting	14,050.56	14,050.56			14,050.56	100%	0.00	702.53
22	0500	0	SW-501 Intake		J and K Contracting	5,928.62				0.00	0%	5,928.62	0.00
22	0500	0	6" PVC Site Sanitary Sewer		J and K Contracting	76,522.60			1,410.50	1,410.50	2%	75,112.10	70.53
22	0500	0	60" SW-301 Manhole		J and K Contracting	256,987.28	128,493.64			128,493.64	50%	128,493.64	6,424.68
22	0500	0	12" CMP Flared End Section		J and K Contracting	2,327.56				0.00	0%	2,327.56	0.00
22	0500	0	4" PVC Site Sanitary Sewer		J and K Contracting	10,070.25	1,157.50			1,157.50	11%	8,912.75	57.88
22	0500	0	12" PVC EQ Overflow		J and K Contracting	13,982.40			3,693.85	3,693.85	26%	10,288.55	184.69
22	0500	0	8" PVC Site Sanitary Sewer		J and K Contracting	16,713.39				0.00	0%	16,713.39	0.00
22	0500	0	6" PVC RDT Supernatant		J and K Contracting	50,333.86	50,333.86			50,333.86	100%	0.00	2,516.69
22	0500	0	12" PVC Oxidation Ditch Drain		J and K Contracting	23,445.52	23,445.52			23,445.52	100%	0.00	1,172.28
22	0500	0	6" PVC RDT Drain		J and K Contracting	6,304.07				0.00	0%	6,304.07	0.00
22	0500	0	SW-403 Overflow Structure		J and K Contracting	14,606.14	14,606.14			14,606.14	100%	0.00	730.31
22	0500	0	4" Roof Drain		J and K Contracting	5,949.64				0.00	0%	5,949.64	0.00
22	0500	0	8" Roof Drain		J and K Contracting	7,413.93				0.00	0%	7,413.93	0.00
22	0500	0	60" EQ Basin Manhole		J and K Contracting	14,937.54				0.00	0%	14,937.54	0.00
22	0500	0	15" Sanitary Sewer Cleanout		J and K Contracting	4,602.30		4,602.30		4,602.30	100%	0.00	230.12
22	0500	0	15" Solid Drain		J and K Contracting	41,087.14	28,584.49			28,584.49	70%	12,502.65	1,429.22
22	0500	0	8" Solid Drain		J and K Contracting	55,959.82	20,817.54		1,420.00	22,237.54	40%	33,722.28	1,111.88
22	0500	0	10" Solid Drain		J and K Contracting	32,848.20	14,990.25	12,339.80	1,234.00	28,564.05	87%	4,284.15	1,428.20
22	0500	0	6" Footing Drain		J and K Contracting	120,618.96	81,007.15	1,002.47		82,009.62	68%	38,609.34	4,100.48

1				CONTINUATION SHEET			Application No. 12				PER TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build.	City of Indianola	SUPPLIER/	SCHEDULED	----WORK COMPLETED----			MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD		STORED	& STORED	Complete	TO FINISH	
60	22	0500	0	24" PVC Storm Sewer	J and K Contracting	3,612.42					0.00	0%	3,612.42	0.00
61	22	0500	0	30" RCP Storm Sewer	J and K Contracting	32,716.47	17,244.06				17,244.06	53%	15,472.41	862.20
62	22	0500	0	24" PVC Oxidation Ditch Influent	J and K Contracting	79,907.16	79,907.16				79,907.16	100%	0.00	3,995.36
63	22	0500	0	84" Aerobic Digester Flow Combiner	J and K Contracting	24,754.39					0.00	0%	24,754.39	0.00
64	22	0500	0	10" PVC Clarifer Drain	J and K Contracting	43,542.36				10,479.10	10,479.10	24%	33,063.26	523.96
65	22	0500	0	72" Oxidation Ditch Manhole	J and K Contracting	29,292.51					0.00	0%	29,292.51	0.00
66	22	0500	0	6" Perimeter Subdrain	J and K Contracting	32,357.00		19,760.00		850.41	20,610.41	64%	11,746.59	1,030.52
67	22	0500	0	42" RCP Storm Sewer	J and K Contracting	20,027.29	20,027.29				20,027.29	100%	0.00	1,001.36
68	22	0500	0	60" SW-401 Manhole	J and K Contracting	6,889.80	6,889.80				6,889.80	100%	0.00	344.49
69	22	0500	0	48" SW-401 Manhole	J and K Contracting	11,565.90				9,817.20	9,817.20	85%	1,748.70	490.86
70	22	0500	0	6" Roof Drain	J and K Contracting	6,632.64	197.40				197.40	3%	6,435.24	9.87
71	22	0500	0	SW-562 Intake	J and K Contracting	4,296.70					0.00	0%	4,296.70	0.00
72	22	0500	0	12" PVC Aerobic Digester Drain	J and K Contracting	22,949.64					0.00	0%	22,949.64	0.00
73	22	0500	0	48" SW-301 Manhole w/ Drop Connection	J and K Contracting	22,052.35					0.00	0%	22,052.35	0.00
74	22	0500	0	48" SW-301 Manhole	J and K Contracting	85,972.64	33,066.40	26,453.12		2,218.60	61,738.12	72%	24,234.52	3,086.91
75	22	0500	0	12" PVC PFT Drain	J and K Contracting	13,356.04	13,356.04				13,356.04	100%	0.00	667.80
76	22	0500	0	24" PVC PFT Influent	J and K Contracting	103,978.00	18,616.80			67,809.94	86,426.74	83%	17,551.26	4,321.34
77	22	0500	0	14" PVC Grit Influent	J and K Contracting	73,300.40	70,006.00				70,006.00	96%	3,294.40	3,500.30
78	22	0500	0	96" SW-301 Overflow Drain Manhole	J and K Contracting	21,326.79	21,326.79				21,326.79	100%	0.00	1,066.34
79	22	0500	0	72" SW-301 Manhole	J and K Contracting	67,779.20					0.00	0%	67,779.20	0.00
80	22	0500	0	24" PVC Grit Influent	J and K Contracting	168,639.48	168,639.48				168,639.48	100%	0.00	8,431.97
81	22	0500	0	18" DIP Secondary Clarifier Effluent	J and K Contracting	86,606.08				27,207.32	27,207.32	31%	59,398.76	1,360.37
82	22	0500	0	30" DIP Oxidation Ditch Effluent Concrete Encased	J and K Contracting	10,334.70	10,334.70				10,334.70	100%	0.00	516.74
83	22	0500	0	10" DIP Clarifier Sludge Return	J and K Contracting	35,077.18				5,337.87	5,337.87	15%	29,739.31	266.89
84	22	0500	0	6" PVC Clarifier Scum	J and K Contracting	29,894.94					0.00	0%	29,894.94	0.00
85	22	0500	0	4" PVC WAS	J and K Contracting	12,251.52				2,932.30	2,932.30	24%	9,319.22	146.62
86	22	0500	0	24" DIP PFT Effluent Concrete Encased	J and K Contracting	4,554.48	4,554.48				4,554.48	100%	0.00	227.72
87	22	0500	0	12" DIP PFT Drain Concrete Encased	J and K Contracting	4,019.94	4,019.94				4,019.94	100%	0.00	201.00
88	22	0500	0	18" DIP PFT Effluent Concrete Encased	J and K Contracting	56,804.91	56,804.91				56,804.91	100%	0.00	2,840.25
89	22	0500	0	24" PVC Secondary Clarifier Effluent	J and K Contracting	82,568.28				50,000.00	50,000.00	61%	32,568.28	2,500.00
90	22	0500	0	12" DIP Secondary Clarifier Effluent	J and K Contracting	47,511.36					0.00	0%	47,511.36	0.00
91	22	0500	0	16" DIP Secondary Clarifier Effluent	J and K Contracting	35,965.95				11,926.40	11,926.40	33%	24,039.55	596.32
92	22	0500	0	20" PVC Oxidation Ditch Influent	J and K Contracting	41,235.70				5,251.52	5,251.52	13%	35,984.18	262.58
93	22	0500	0	24" PVC PFT Effluent	J and K Contracting	43,732.08	43,732.08				43,732.08	100%	0.00	2,186.60
94	22	0500	0	6" PVC Equalization Pump Station Return	J and K Contracting	20,510.05	19,357.80				19,357.80	94%	1,152.25	967.89
95	22	0500	0	30" DIP Oxidatin Ditch Effluent	J and K Contracting	138,246.57				89,119.81	89,119.81	64%	49,126.76	4,455.99
96	22	0500	0	16" PVC Return Activated Sludge	J and K Contracting	78,619.34				40,153.72	40,153.72	51%	38,465.62	2,007.69
97	22	0500	0	12" PVC Site Sanitary Sewer	J and K Contracting	96,409.45	38,993.46	35,985.70		10,200.23	85,179.39	88%	11,230.06	4,258.97
98	22	0500	0	42" PVC Influent Trunk Sewer	J and K Contracting	230,353.20	174,510.00			48,860.00	223,370.00	97%	6,983.20	11,168.50
99	22	0500	0	8" Fire	J and K Contracting	52,634.80	40,712.00			11,264.62	51,976.62	99%	658.18	2,598.83
100	22	0500	0	6" Fire	J and K Contracting	166,088.98	48,878.23			75,893.03	124,771.26	75%	41,317.72	6,238.56
101	22	0500	0	6" Potable Water	J and K Contracting	32,732.42					0.00	0%	32,732.42	0.00
102	22	0500	0	30" PVC Effluent Outfall Sewer	J and K Contracting	34,783.23	25,938.01	8,845.22			34,783.23	100%	0.00	1,739.16
103	22	0500	0	4" Water	J and K Contracting	200,185.59	56,258.95			53,257.92	109,516.87	55%	90,668.72	5,475.84
104	22	0500	0	6" Irrigation	J and K Contracting	89,328.96	15,876.00			32,826.66	48,702.66	55%	40,626.30	2,435.13
105	22	0500	0	2" Water	J and K Contracting	37,158.03	5,653.80				5,653.80	15%	31,504.23	282.69
106	22	0500	0	Fire Hydrant	J and K Contracting	59,582.43	19,860.81			17,020.02	36,880.83	62%	22,701.60	1,844.04
107	22	0500	0	24" DIP PFT Influent Concrete Encased	J and K Contracting	5,012.63	5,012.63				5,012.63	100%	0.00	250.63
108	22	0500	0	6" DIP RDT Supernatant Concrete Encased	J and K Contracting	6,205.68	6,205.68				6,205.68	100%	0.00	310.28
109	22	0500	0	4" PVC Biosolids	J and K Contracting	11,402.00	5,701.00				5,701.00	50%	5,701.00	285.05
110	22	0500	0	4" PVC Scum	J and K Contracting	11,957.36					0.00	0%	11,957.36	0.00
111	22	0500	0	3" Water	J and K Contracting	7,938.06				168.14	168.14	2%	7,769.92	8.41
112	22	0500	0	Yard Hydrant	J and K Contracting	20,347.44					0.00	0%	20,347.44	0.00

1				CONTINUATION SHEET				Application No. 12				PER. TO: May 31, 2021			
2								APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build.	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
113	23	0500	0	24" PVC Storm Sewer Supplied by Others		J and K Contracting	34,116.00	29,680.92			29,680.92	87%	4,435.08	1,484.05
114	25	1300	0	Controls-Jetco-System Programming	M	Price Electric	39,500.00				0.00	0%	39,500.00	0.00
115	25	1300	0	Controls-Jetco-Design	M	Price Electric	28,800.00				0.00	0%	28,800.00	0.00
116	25	1300	0	Control-Jetco SCDA Hardware/Software	M	Price Electric	100,000.00				0.00	0%	100,000.00	0.00
117	25	1300	0	Controls-Jetco/Price Electrical Gear	M	Price Electric	669,000.00			154,735.00	154,735.00	23%	514,265.00	7,736.75
118	25	1300	0	Controls-Jetco-Instrumentation	L	Price Electric	128,500.00				0.00	0%	128,500.00	0.00
119	25	1300	0	Controls-Jetco-Control Panels	L	Price Electric	310,790.00				0.00	0%	310,790.00	0.00
120	25	1300	0	Controls-Jetco-Onsite Startup-Training	L	Price Electric	20,440.00				0.00	0%	20,440.00	0.00
121	25	1300	0	SCDA Supplmental Hour	L	Price Electric	11,040.00				0.00	0%	11,040.00	0.00
122	26	0000	0	Site/Feeder Wire	L	Price Electric	1,350,760.00	526,796.40	81,045.60		607,842.00	45%	742,918.00	30,392.10
123	26	4113	0	Lightning Protection	M	Price Electric	18,940.00				0.00	0%	18,940.00	0.00
124	28	1000	0	Access Control	M	Price Electric	35,246.44				0.00	0%	35,246.44	0.00
125	31		0	Parking Lot Striping	M/L	Parking Lot Specialties LLC	1,185.00				0.00	0%	1,185.00	0.00
126	31		0	Landscaping	M/L	Soil-Tek	177,650.00	23,400.00			23,400.00	13%	154,250.00	1,170.00
127	31		0	Erosion Control/SWPPP	M/L	Soil-Tek	42,350.00	25,276.00			25,276.00	60%	17,074.00	1,263.80
128	31	2319	0	Dewatering	M/L	Williams Brothers Const. Inc.	26,000.00	20,800.00			20,800.00	80%	5,200.00	1,040.00
129	31	5000	0	Pavement Prep	M/L	Iowa Earth Works	61,477.50		5,000.00		5,000.00	8%	56,477.50	250.00
130	31	5000	0	Sidewalk Prep	M/L	Iowa Earth Works	3,676.00				0.00	0%	3,676.00	0.00
131	31	5000	0	Mass Grading and respread	M/L	Iowa Earth Works	566,983.00	520,000.00			520,000.00	92%	46,983.00	26,000.00
132	31	5000	0	Trees Removal	M/L	Iowa Earth Works	10,000.00				0.00	0%	10,000.00	0.00
133	31	5000	0	Placement of Temp drive	M/L	Iowa Earth Works	86,167.50	86,167.50			86,167.50	100%	0.00	4,308.38
134	31	5000	0	Removal of Temp Drive	M/L	Iowa Earth Works	86,167.50				0.00	0%	86,167.50	0.00
135	31	5000	0	6" Modified for Roadway	M/L	Iowa Earth Works	146,350.00	73,175.00			73,175.00	50%	73,175.00	3,658.75
136	31	5000	0	Gravel	M/L	Williams Brothers Const. Inc.	300,000.00	240,000.00	15,000.00		255,000.00	85%	45,000.00	12,750.00
137	33	3211	0	Gate Operators	M	Des Moines Steel Fence Co., In	75,420.00				0.00	0%	75,420.00	0.00
138	33	3211	0	Gate Operators	L	Des Moines Steel Fence Co., Inc.								
139	33	3212	0	Chain Link Gates	M	Des Moines Steel Fence Co., Inc.								
140	33	3212	0	Chain Link Gates	L	Des Moines Steel Fence Co., Inc.								
141	***100 Electrical Service Building***													
142	03	0000	100	100 Electrical Service Bldg										
143	03	0000	100	Rebar	M/L	Harris Rebar (Ambassador Stee	8,400.00	5,160.00			5,160.00	61%	3,240.00	258.00
144	03	0000	100	Concrete	M	Norwalk Ready Mix Concrete I	4,562.96	4,562.96			4,562.96	100%	0.00	228.15
145	03	0000	100	Form & place										
146	03	0000	100	Grade Beams	L	Williams Brothers Const. Inc.	20,920.95	20,920.95			20,920.95	100%	0.00	1,046.05
147	03	0000	100	SOG	L	Williams Brothers Const. Inc.	11,387.25	11,387.25			11,387.25	100%	0.00	569.36
148	05	1200	100	100 Vactor Receiving	M	HME, Inc	6,918.48			6,572.56	6,572.56	95%	345.92	328.63
149	05	1200	100	100 Vactor Receiving	L	Williams Brothers Const. Inc.	3,900.00				0.00	0%	3,900.00	0.00
150	08	1116	100	Aluminum Doors and Frames	M	Commercial Construction Prod	14,400.00				0.00	0%	14,400.00	0.00
151	08	1116	100	Aluminum Doors and Frames	L	Commercial Construction Prod	1,500.00				0.00	0%	1,500.00	0.00
152	08	4313	100	Aluminum Framed Storefronts	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
153	08	4313	100	Aluminum Framed Storefronts	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
154	08	4313	100	Aluminum Framed Storefronts	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
155	08	4313	100	Aluminum Framed Storefronts	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
156	09	9000	100	Paints and Coatings 100 Electrical Bldg	M	RP Coatings	400.00				0.00	0%	400.00	0.00
157	09	9000	100	Paints and Coatings	L	RP Coatings	1,700.00				0.00	0%	1,700.00	0.00
158	13	3419	100	Metal Buildings System	M	Riverview Construction Compa	18,756.00			18,756.00	18,756.00	100%	0.00	937.80
159	13	3419	100	Metal Buildings System	L	Riverview Construction Compa	21,274.00				0.00	0%	21,274.00	0.00
160	23	0593	100	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	252.00				0.00	0%	252.00	0.00
161	23	0719	100	HVAC Piping Insulation	M	Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
162	23	0719	100	HVAC Piping Insulation	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
163	23	1123	100	HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
164	23	1123	100	HVAC Sequence of Operation	L	Corn States Metal Fabricators	12,000.00				0.00	0%	12,000.00	0.00
165	23	2300	100	Refrigerant Piping	M	Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00

1			CONTINUATION SHEET				Application No.	12			PER. TO:	May 31, 2021		
2							APPL. DATE:	May 31, 2021			ENGINEER'S PROJECT NO.:	0.00		
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
166	23	2300	100	Refrigerant Piping	L	Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00
167	23	3100	100	HVAC Ducts and Casings	M	Corn States Metal Fabricators	8,620.00			999.48	999.48	12%	7,620.52	49.97
168	23	3100	100	HVAC Ducts and Casings	L	Corn States Metal Fabricators	9,790.00				0.00	0%	9,790.00	0.00
169	23	3300	100	Air Duct Accessories	M	Corn States Metal Fabricators	150.00				0.00	0%	150.00	0.00
170	23	3300	100	Air Duct Accessories	L	Corn States Metal Fabricators	100.00				0.00	0%	100.00	0.00
171	23	3439	100	Propeller Fans	M	Corn States Metal Fabricators	7,610.00				0.00	0%	7,610.00	0.00
172	23	3439	100	Propeller Fans	L	Corn States Metal Fabricators	2,500.00				0.00	0%	2,500.00	0.00
173	23	3700	100	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
174	23	3700	100	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
175	23	8127	100	Libert AC Units	M	Corn States Metal Fabricators	22,400.00			22,400.00	22,400.00	100%	0.00	1,120.00
176	23	8127	100	Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
177	26	0000	100	Electrical Building	M	Price Electric	47,697.00	14,309.10	14,309.10		28,618.20	60%	19,078.80	1,430.91
178	26	3213	100	Generator	M	Price Electric	484,533.00				0.00	0%	484,533.00	0.00
179	31	5000	100	Building excavation/backfill	M/L	Iowa Earth Works	11,300.00	2,825.00	2,825.00		5,650.00	50%	5,650.00	282.50
180	***120 Admin Vehicle Storage***										0.00		0.00	0.00
181	03	0000	120	120 Admin Vehicle Storage							0.00		0.00	0.00
182	03	0000	120	Rebar	M/L	Harris Rebar (Ambassador Stee	34,855.00	16,338.20	9,478.30	6,376.24	32,192.74	92%	2,662.26	1,609.64
183	03	0000	120	Concrete	M	Norwalk Ready Mix Concrete I	48,461.80	17,930.87	10,000.00		27,930.87	58%	20,530.94	1,396.54
184	03	0000	120	Form & place							0.00		0.00	0.00
185	03	0000	120	Grade Beams	L	Williams Brothers Const. Inc.	122,889.83	122,889.83			122,889.83	100%	(0.00)	6,144.49
186	03	0000	120	SOG	L	Williams Brothers Const. Inc.	137,366.55	13,736.66	68,683.28		82,419.93	60%	54,946.62	4,121.00
187	03	0000	120	Precast Hollowcore Slabs	L	Williams Brothers Const. Inc.	9,892.13				0.00	0%	9,892.13	0.00
188	03	1000	120	120 Admin Vehicle Storage	M	Molin Concrete Products	19,870.00				0.00	0%	19,870.00	0.00
189	03	1000	120	120 Admin Vehicle Storage	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
190	04	2000	120	120 Admin Brick	M	Seedorff Masonry, Inc.	18,539.00				0.00	0%	18,539.00	0.00
191	04	2000	120	120 Admin Insulation	M	Seedorff Masonry, Inc.	3,914.00			1,330.00	1,330.00	34%	2,584.00	66.50
192	04	2000	120	120 Admin CMU	M	Seedorff Masonry, Inc.	26,144.00			3,074.00	3,074.00	12%	23,070.00	153.70
193	04	2000	120	120 Admin CMU	L	Seedorff Masonry, Inc.	90,081.00				0.00	0%	90,081.00	0.00
194	04	2000	120	120 Admin Insulation	L	Seedorff Masonry, Inc.	1,910.00				0.00	0%	1,910.00	0.00
195	04	2000	120	120 Admin Brick	L	Seedorff Masonry, Inc.	37,755.00				0.00	0%	37,755.00	0.00
196	05	1200	120	120 Admin Vehicle Storage	M	HME, Inc	24,119.82	18,331.06		4,582.77	22,913.83	95%	1,205.99	1,145.69
197	05	1200	120	120 Admin Vehicle Storage	L	Williams Brothers Const. Inc.	16,900.00	12,675.00			12,675.00	75%	4,225.00	633.75
198	08	1113	120	Hollow Metal Doors and Frames	M	Commercial Construction Prod	32,863.00				0.00	0%	32,863.00	0.00
199	08	1113	120	Hollow Metal Doors and Frames	L	Commercial Construction Prod	4,200.00				0.00	0%	4,200.00	0.00
200	08	1116	120	Aluminum Doors and Frames	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
201	08	1116	120	Aluminum Doors and Frames	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
202	08	3613	120	Sectional Doors	M	WD Door	28,655.00				0.00	0%	28,655.00	0.00
203	08	3613	120	Sectional Doors	L	WD Door	6,290.00				0.00	0%	6,290.00	0.00
204	08	4313	120	Aluminum Framed Storefronts	M	Commercial Construction Products Co					0.00		0.00	0.00
205	08	4313	120	Aluminum Framed Storefronts	L	Commercial Construction Products Co					0.00		0.00	0.00
206	08	7100	120	Door Hardware	M	Commercial Construction Products Co					0.00		0.00	0.00
207	08	7100	120	Door Hardware	L	Commercial Construction Products Co					0.00		0.00	0.00
208	09	3000	120	Tiling	M	Jim's Carpet Once	4,450.00				0.00	0%	4,450.00	0.00
209	09	3000	120	Tiling	L	Jim's Carpet Once	6,150.00				0.00	0%	6,150.00	0.00
210	09	5100	120	Acoustical Ceilings	M/L	Heartland Finishes, Inc.	4,675.00				0.00	0%	4,675.00	0.00
211	09	6500	120	Resilient Flooring	M	Jim's Carpet Once	750.00				0.00	0%	750.00	0.00
212	09	6500	120	Resilient Flooring	L	Jim's Carpet Once	650.00				0.00	0%	650.00	0.00
213	09	7200	120	Wall Covering	M	RP Coatings	1,500.00				0.00	0%	1,500.00	0.00
214	09	7200	120	Wall Covering	L	RP Coatings	3,500.00				0.00	0%	3,500.00	0.00
215	09	9000	120	Paints and Coatings 120 Admin/Veh Storage	M	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00
216	09	9000	120	Paints and Coatings	L	RP Coatings	40,000.00				0.00	0%	40,000.00	0.00
217	09	9500	120	Broadcast System Flooring	M	RP Coatings	6,000.00				0.00	0%	6,000.00	0.00
218	09	9500	120	Broadcast System Flooring	L	RP Coatings	13,000.00				0.00	0%	13,000.00	0.00

1			CONTINUATION SHEET				Application No. 12				PER TO: May 31, 2021			
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3	Spec	Build.	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
219	10	2113.1	120	Plastic Toilet Compartments	M	EPCO Ltd, Inc.	1,367.00				0.00	0%	1,367.00	0.00
220	10	2113.1	120	Plastic Toilet Compartments	L	Williams Brothers Const. Inc.	1,170.00				0.00	0%	1,170.00	0.00
221	10	2800	120	Toilet, Bath and Laundry Accessories	M	EPCO Ltd, Inc.	1,413.00				0.00	0%	1,413.00	0.00
222	10	2800	120	Toilet, Bath and Laundry Accessories	L	Williams Brothers Const. Inc.	3,120.00				0.00	0%	3,120.00	0.00
223	10	5113	120	Metal Lockers	M/L	OSDI	4,707.00				0.00	0%	4,707.00	0.00
224	12	2400	120	Window Shades	M/L	Premier Edge, LLC	1,788.00				0.00	0%	1,788.00	0.00
225	12	3600	120	PLAM Casework, Tops & Sills	M	Innovative Laboratory Systems	11,150.00				0.00	0%	11,150.00	0.00
226	12	3600	120	PLAM Casework, Tops & Sills	L	Innovative Laboratory Systems	1,200.00				0.00	0%	1,200.00	0.00
227	13	3419	120	Metal Buildings System	M	Riverview Construction Compa	100,091.00	0.00		100,091.00	100,091.00	100%	0.00	5,004.55
228	13	3419	120	Metal Buildings System	L	Riverview Construction Compa	104,836.00				0.00	0%	104,836.00	0.00
229	21	0500	120	Fire Suppression	M	Midwest Automatic Fire Sprink	16,857.00				0.00	0%	16,857.00	0.00
230	21	0500	120	Fire Suppression	L	Midwest Automatic Fire Sprink	23,943.00				0.00	0%	23,943.00	0.00
231	22	0500	120	120 Admin Bldg	M	August Winter & Sons, Inc.	119,743.00	37,118.00	6,000.00	14,370.00	57,488.00	48%	62,255.00	2,874.40
232	22	0500	120	120 Admin Bldg	L	August Winter & Sons, Inc.	75,230.00	30,392.00	5,000.00		35,392.00	47%	39,838.00	1,769.60
233	23	0593	120	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	504.00				0.00	0%	504.00	0.00
234	23	0713	120	Duct Insulation	M	Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
235	23	0713	120	Duct Insulation	L	Corn States Metal Fabricators	1,110.00				0.00	0%	1,110.00	0.00
236	23	0719	120	HVAC Piping Insulation	M	Corn States Metal Fabricators	340.00				0.00	0%	340.00	0.00
237	23	0719	120	HVAC Piping Insulation	L	Corn States Metal Fabricators	380.00				0.00	0%	380.00	0.00
238	23	1123	120	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
239	23	1123	120	HVAC Sequence of Operation	M	Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00
240	23	1123	120	HVAC Sequence of Operation	L	Corn States Metal Fabricators	27,000.00				0.00	0%	27,000.00	0.00
241	23	1123	120	Facility Natural-Gas Piping	L	Corn States Metal Fabricators	6,200.00				0.00	0%	6,200.00	0.00
242	23	2300	120	Refrigerant Piping	M	Corn States Metal Fabricators	1,000.00				0.00	0%	1,000.00	0.00
243	23	2300	120	Refrigerant Piping	L	Corn States Metal Fabricators	5,200.00				0.00	0%	5,200.00	0.00
244	23	3100	120	HVAC Ducts and Casings	M	Corn States Metal Fabricators	30,160.00	0.00		6,314.89	6,314.89	21%	23,845.11	315.74
245	23	3100	120	HVAC Ducts and Casings	L	Corn States Metal Fabricators	34,280.00				0.00	0%	34,280.00	0.00
246	23	3300	120	Air Duct Accessories	M	Corn States Metal Fabricators	520.00				0.00	0%	520.00	0.00
247	23	3300	120	Air Duct Accessories	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
248	23	3423	120	HVAC Power Ventilators	M	Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00
249	23	3423	120	HVAC Power Ventilators	L	Corn States Metal Fabricators	2,250.00				0.00	0%	2,250.00	0.00
250	23	3439	120	Propeller Fans	M	Corn States Metal Fabricators	7,610.00				0.00	0%	7,610.00	0.00
251	23	3439	120	Propeller Fans	L	Corn States Metal Fabricators	2,600.00				0.00	0%	2,600.00	0.00
252	23	3700	120	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
253	23	3700	120	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
254	23	5400	120	Furnaces	M	Corn States Metal Fabricators	23,250.00			22,425.00	22,425.00	96%	825.00	1,121.25
255	23	5400	120	Furnaces	L	Corn States Metal Fabricators	2,990.00				0.00	0%	2,990.00	0.00
256	23	5533	120	Fuel-Fired Unit Heaters	M	Corn States Metal Fabricators	25,940.00				0.00	0%	25,940.00	0.00
257	23	5533	120	Fuel-Fired Unit Heaters	L	Corn States Metal Fabricators	7,010.00				0.00	0%	7,010.00	0.00
258	23	8127	120	Libert AC Units	M	Corn States Metal Fabricators	22,400.00	0.00		22,400.00	22,400.00	100%	0.00	1,120.00
259	23	8127	120	Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
260	26	0000	120	Admin Building	M	Price Electric	300,000.00	45,000.00	21,000.00		66,000.00	22%	234,000.00	3,300.00
261	31	5000	120	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	11,300.00	22,600.00		33,900.00	75%	11,300.00	1,695.00
262	***210***	***Headworks***									0.00		0.00	0.00
263	03	0000	210	210 Headworks							0.00		0.00	0.00
264	03	0000	210	Rebar	M/L	Harris Rebar (Ambassador Stee	119,015.00	93,631.23		15,293.76	108,924.99	92%	10,090.01	5,446.25
265	03	0000	210	Concrete	M	Norwalk Ready Mix Concrete I	129,518.27	97,137.91			97,137.91	75%	32,380.36	4,856.90
266	03	0000	210	Form & place							0.00		0.00	0.00
267	03	0000	210	Footings/pads	L	Williams Brothers Const. Inc.	9,846.23				0.00	0%	9,846.23	0.00
268	03	0000	210	Walls	L	Williams Brothers Const. Inc.	514,237.25	462,813.53	51,423.73		514,237.26	100%	(0.00)	25,711.86
269	03	0000	210	Base Slab	L	Williams Brothers Const. Inc.	79,211.93	79,211.93			79,211.93	100%	(0.00)	3,960.60
270	03	0000	210	SOG	L	Williams Brothers Const. Inc.	84,898.13				0.00	0%	84,898.13	0.00
271	03	0000	210	Suspended Slab	L	Williams Brothers Const. Inc.	126,427.65				0.00	0%	126,427.65	0.00

1			CONTINUATION SHEET				Application No. 12			PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021			ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
272	03	0000	210	Housekeeping pads	L	Williams Brothers Const. Inc.	4,029.75				0.00	0%	4,029.75	0.00
273	03	0000	210	Grouting	L	Williams Brothers Const. Inc.	4,257.36				0.00	0%	4,257.36	0.00
274	03	1000	210	210 Headworks	M	Molin Concrete Products	35,127.00				0.00	0%	35,127.00	0.00
275	03	1000	210	210 Headworks	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
276	04	2000	210	210 Headworks Insulation	M	Seedorff Masonry, Inc.	14,545.00			4,917.00	4,917.00	34%	9,628.00	245.85
277	04	2000	210	210 Headworks CMU	M	Seedorff Masonry, Inc.	27,209.00			3,537.00	3,537.00	13%	23,672.00	176.85
278	04	2000	210	210 Headworks Brick	M	Seedorff Masonry, Inc.	42,280.00				0.00	0%	42,280.00	0.00
279	04	2000	210	210 Headworks Brick	L	Seedorff Masonry, Inc.	88,230.00				0.00	0%	88,230.00	0.00
280	04	2000	210	210 Headworks CMU	L	Seedorff Masonry, Inc.	85,745.00				0.00	0%	85,745.00	0.00
281	04	2000	210	210 Headworks Insulation	L	Seedorff Masonry, Inc.	6,440.00				0.00	0%	6,440.00	0.00
282	05	1200	210	210 Headworks	M	HME, Inc	49,325.56	0.00		24,662.78	24,662.78	50%	24,662.78	1,233.14
283	05	1200	210	210 Headworks	L	Williams Brothers Const. Inc.	33,800.00				0.00	0%	33,800.00	0.00
284	06	1000	210	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
285	07	5400	210	Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	25,561.54				0.00	0%	25,561.54	0.00
286	07	5400	210	Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	22,914.98				0.00	0%	22,914.98	0.00
287	07	6200	210	Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	819.74				0.00	0%	819.74	0.00
288	07	6200	210	Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	4,709.68				0.00	0%	4,709.68	0.00
289	08	1116	210	Aluminum Doors and Frames	M	Commercial Construction Prodt	28,900.00				0.00	0%	28,900.00	0.00
290	08	1116	210	Aluminum Doors and Frames	L	Commercial Construction Prodt	4,100.00				0.00	0%	4,100.00	0.00
291	08	3323	210	Overehead Coilings Doors	M	WD Door	18,275.00				0.00	0%	18,275.00	0.00
292	08	3323	210	Overehead Coilings Doors	L	WD Door	1,856.38				0.00	0%	1,856.38	0.00
293	08	4313	210	Aluminum Framed Storefronts	M	Commercial Construction Products Co					0.00		0.00	0.00
294	08	4313	210	Aluminum Framed Storefronts	L	Commercial Construction Products Co					0.00		0.00	0.00
295	08	7100	210	Door Hardware	M	Commercial Construction Products Co					0.00		0.00	0.00
296	08	7100	210	Door Hardware	L	Commercial Construction Products Co					0.00		0.00	0.00
297	09	9000	210	Paints and Coatings 210 Headworks	M	RP Coatings	18,000.00				0.00	0%	18,000.00	0.00
298	09	9000	210	Paints and Coatings	L	RP Coatings	90,000.00				0.00	0%	90,000.00	0.00
299	22	0500	210	210 Headworks	M	August Winter & Sons, Inc.	19,000.00				0.00	0%	19,000.00	0.00
300	22	0500	210	210 Headworks	L	August Winter & Sons, Inc.	24,000.00				0.00	0%	24,000.00	0.00
301	23	0593	210	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
302	23	0713	210	Duct Insulation	M	Corn States Metal Fabricators	1,510.00				0.00	0%	1,510.00	0.00
303	23	0713	210	Duct Insulation	L	Corn States Metal Fabricators	2,790.00				0.00	0%	2,790.00	0.00
304	23	0719	210	HVAC Piping Insulation	M	Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
305	23	0719	210	HVAC Piping Insulation	L	Corn States Metal Fabricators	450.00				0.00	0%	450.00	0.00
306	23	1123	210	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	1,400.00				0.00	0%	1,400.00	0.00
307	23	1123	210	HVAC Sequence of Operation	M	Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00
308	23	1123	210	HVAC Sequence of Operation	L	Corn States Metal Fabricators	23,000.00				0.00	0%	23,000.00	0.00
309	23	1123	210	Facility Natural-Gas Piping	L	Corn States Metal Fabricators	8,000.00				0.00	0%	8,000.00	0.00
310	23	2300	210	Refrigerant Piping	M	Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00
311	23	2300	210	Refrigerant Piping	L	Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00
312	23	3100	210	HVAC Ducts and Casings	M	Corn States Metal Fabricators	30,160.00				0.00	0%	30,160.00	0.00
313	23	3100	210	HVAC Ducts and Casings	L	Corn States Metal Fabricators	34,280.00	0.00		5,759.00	5,759.00	17%	28,521.00	287.95
314	23	3300	210	Air Duct Accessories	M	Corn States Metal Fabricators	520.00				0.00	0%	520.00	0.00
315	23	3300	210	Air Duct Accessories	L	Corn States Metal Fabricators	250.00				0.00	0%	250.00	0.00
316	23	3423	210	HVAC Power Ventilators	M	Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00
317	23	3423	210	HVAC Power Ventilators	L	Corn States Metal Fabricators	2,450.00				0.00	0%	2,450.00	0.00
318	23	3700	210	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
319	23	3700	210	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
320	23	7433	210	Packaged MAU	M	Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
321	23	7433	210	Packaged MAU	L	Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
322	23	8101	210	Terminal Heat Transfer Units	M	Corn States Metal Fabricators	15,480.00	0.00		15,480.00	15,480.00	100%	0.00	774.00
323	23	8101	210	Terminal Heat Transfer Units	L	Corn States Metal Fabricators	1,060.00				0.00	0%	1,060.00	0.00
324	23	8127	210	Libert AC Units	M	Corn States Metal Fabricators	22,400.00	0.00		21,800.00	21,800.00	97%	600.00	1,090.00

1			CONTINUATION SHEET				Application No. 12				PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build.	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
325	23	8127	210 Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
326	23	8417	210 Dehumidifiers	M	Corn States Metal Fabricators	4,000.00	0.00		2,999.00	2,999.00	75%	1,001.00	149.95
327	23	8417	210 Dehumidifiers	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
328	26	0000	210 Headworks Building	L	Price Electric	225,000.00	11,250.00			11,250.00	5%	213,750.00	562.50
329	31	5000	210 Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	22,600.00			22,600.00	50%	22,600.00	1,130.00
330	31	6613.1	210 Headworks	M/L	Helitech	39,416.00	39,416.00			39,416.00	100%	0.00	1,970.80
331	35	2016.2	210 Slide Gates	M	August Winter & Sons	66,000.00	33,000.00		33,000.00	66,000.00	100%	0.00	3,300.00
332	35	2016.2	210 Slide Gates	L	August Winter & Sons	25,000.00	8,750.00			8,750.00	35%	16,250.00	437.50
333	43	2138	210 Vertical Turbine Solids Handling Pumps	M	August Winter & Sons	600,000.00	6,000.00	38,242.00		44,242.00	7%	555,758.00	2,212.10
334	43	2138	210 Vertical Turbine Solids Handling Pumps	L	August Winter & Sons	304,320.00	3,040.00			3,040.00	1%	301,280.00	152.00
335	46	2151	210 Multiple Rake Bar Screen	M	August Winter & Sons	330,000.00			322,949.00	322,949.00	98%	7,051.00	16,147.45
336	46	2151	210 Multiple Rake Bar Screen	L	August Winter & Sons	100,000.00	15,000.00			15,000.00	15%	85,000.00	750.00
337	46	2152	210 Scrennings Washer/Compactor	M	August Winter & Sons	included in 462151				0.00		0.00	0.00
338	46	2152	210 Scrennings Washer/Compactor	L	August Winter & Sons	included in 462151				0.00		0.00	0.00
339	***230***	***Grit Building***								0.00		0.00	0.00
340	03	0000	230 230 Grit Building							0.00		0.00	0.00
341	03	0000	230 Rebar	M/L	Harris Rebar (Ambassador Stee	74,040.00	74,040.00			74,040.00	100%	0.00	3,702.00
342	03	0000	230 Concrete	M	Norwalk Ready Mix Concrete I	55,118.71	55,118.71			55,118.71	100%	0.00	2,755.94
343	03	0000	230 Form & place							0.00		0.00	0.00
344	03	0000	230 Walls	L	Williams Brothers Const. Inc.	325,573.60	325,573.60			325,573.60	100%	0.00	16,278.68
345	03	0000	230 Base Slab	L	Williams Brothers Const. Inc.	73,777.53	73,777.53			73,777.53	100%	(0.01)	3,688.88
346	03	0000	230 SOG	L	Williams Brothers Const. Inc.	43,768.90	43,768.90			43,768.90	100%	0.00	2,188.45
347	03	0000	230 Suspended Slab	L	Williams Brothers Const. Inc.	120,041.05	120,041.05			120,041.05	100%	0.00	6,002.05
348	03	1000	230 230 Grit Bldg	M	Molin Concrete Products	10,475.00		10,475.00		10,475.00	100%	0.00	523.75
349	03	1000	230 230 Grit Bldg	L	Williams Brothers Const. Inc.	10,504.00		8,403.20		8,403.20	80%	2,100.80	420.16
350	04	2000	230 230 Grit Insulation	M	Seedorff Masonry, Inc.	10,608.00			3,583.00	3,583.00	34%	7,025.00	179.15
351	04	2000	230 230 Grit CMU	M	Seedorff Masonry, Inc.	9,903.00		8,913.00	990.00	9,903.00	100%	0.00	495.15
352	04	2000	230 230 Grit Brick	M	Seedorff Masonry, Inc.	16,656.00				0.00	0%	16,656.00	0.00
353	04	2000	230 230 Grit Brick	L	Seedorff Masonry, Inc.	34,687.00				0.00	0%	34,687.00	0.00
354	04	2000	230 230 Grit Insulation	L	Seedorff Masonry, Inc.	4,763.00				0.00	0%	4,763.00	0.00
355	04	2000	230 230 Grit CMU	L	Seedorff Masonry, Inc.	38,819.00		34,937.00		34,937.00	90%	3,882.00	1,746.85
356	05	1200	230 230 Grit Building	M	HME, Inc	48,135.04	24,069.02		12,032.26	36,101.28	75%	12,033.76	1,805.06
357	05	1200	230 230 Grit Building	L	Williams Brothers Const. Inc.	33,800.00	16,900.00			16,900.00	50%	16,900.00	845.00
358	06	1000	230 Bolted Plates at roof equipment	M/L	Williams Brothers Const. Inc.	3,168.75				0.00	0%	3,168.75	0.00
359	06	1000	230 Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
360	06	6000	230 Parshall Flume Liners	M	August Winter & Sons, Inc.	12,000.00	12,000.00			12,000.00	100%	0.00	600.00
361	06	6000	230 Parshall Flume Liners	L	August Winter & Sons, Inc.	9,500.00	9,500.00			9,500.00	100%	0.00	475.00
362	07	1713	230 Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	7,800.00	7,800.00			7,800.00	100%	0.00	390.00
363	07	1713	230 Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	5,850.00	5,850.00			5,850.00	100%	0.00	292.50
364	07	5400	230 Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	7,518.10				0.00	0%	7,518.10	0.00
365	07	5400	230 Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	6,740.00				0.00	0%	6,740.00	0.00
366	07	6200	230 Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	240.00				0.00	0%	240.00	0.00
367	07	6200	230 Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	1,380.00				0.00	0%	1,380.00	0.00
368	08	1116	230 Aluminum Doors and Frames	M	Commercial Construction Prod	12,240.00				0.00	0%	12,240.00	0.00
369	08	1116	230 Aluminum Doors and Frames	L	Commercial Construction Prod	2,800.00				0.00	0%	2,800.00	0.00
370	08	3100	230 Access Doors and Panels	M	Nystrom	534.00	534.00			534.00	100%	0.00	26.70
371	08	3100	230 Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29	490.29			490.29	100%	0.00	24.51
372	08	3323	230 Overehead Coilings Doors	M	WD Door	6,172.50				0.00	0%	6,172.50	0.00
373	08	3323	230 Overehead Coilings Doors	L	WD Door	928.25				0.00	0%	928.25	0.00
374	08	4313	230 Aluminum Framed Storefronts	M	Commercial Construction Products Co					0.00		0.00	0.00
375	08	4313	230 Aluminum Framed Storefronts	L	Commercial Construction Products Co					0.00		0.00	0.00
376	08	7100	230 Door Hardware	M	Commercial Construction Products Co					0.00		0.00	0.00
377	08	7100	230 Door Hardware	L	Commercial Construction Products Co					0.00		0.00	0.00

1		CONTINUATION SHEET					Application No. 12				PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build.	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
378	09	9000	230 Paints and Coatings 230 Grit Bldg	M	RP Coatings	7,000.00				0.00	0%	7,000.00	0.00
379	09	9000	230 Paints and Coatings	L	RP Coatings	20,000.00				0.00	0%	20,000.00	0.00
380	22	0500	230 230 Grit Bldg	M	August Winter & Sons, Inc.	10,000.00	3,000.00			3,000.00	30%	7,000.00	150.00
381	22	0500	230 230 Grit Bldg	L	August Winter & Sons, Inc.	30,000.00	12,000.00			12,000.00	40%	18,000.00	600.00
382	23	0593	230 Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
383	23	0713	230 Duct Insulation	M	Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00	0.00
384	23	0713	230 Duct Insulation	L	Corn States Metal Fabricators	3,700.00				0.00	0%	3,700.00	0.00
385	23	1123	230 Facility Natural-Gas Piping	M	Corn States Metal Fabricators	1,800.00				0.00	0%	1,800.00	0.00
386	23	1123	230 HVAC Sequence of Operation	M	Corn States Metal Fabricators	11,000.00				0.00	0%	11,000.00	0.00
387	23	1123	230 HVAC Sequence of Operation	L	Corn States Metal Fabricators	28,000.00				0.00	0%	28,000.00	0.00
388	23	1123	230 Facility Natural-Gas Piping	L	Corn States Metal Fabricators	11,000.00				0.00	0%	11,000.00	0.00
389	23	3100	230 HVAC Ducts and Casings	M	Corn States Metal Fabricators	25,860.00	0.00		18,910.00	18,910.00	73%	6,950.00	945.50
390	23	3100	230 HVAC Ducts and Casings	L	Corn States Metal Fabricators	29,380.00				0.00	0%	29,380.00	0.00
391	23	3300	230 Air Duct Accessories	M	Corn States Metal Fabricators	450.00				0.00	0%	450.00	0.00
392	23	3300	230 Air Duct Accessories	L	Corn States Metal Fabricators	300.00				0.00	0%	300.00	0.00
393	23	3423	230 HVAC Power Ventilators	M	Corn States Metal Fabricators	10,560.00				0.00	0%	10,560.00	0.00
394	23	3423	230 HVAC Power Ventilators	L	Corn States Metal Fabricators	3,380.00				0.00	0%	3,380.00	0.00
395	23	3700	230 Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	700.00				0.00	0%	700.00	0.00
396	23	3700	230 Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	1,190.00				0.00	0%	1,190.00	0.00
397	23	7433	230 Packaged MAU	M	Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
398	23	7433	230 Packaged MAU	L	Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
399	23	8101	230 Terminal Heat Transfer Units	M	Corn States Metal Fabricators	7,740.00	0.00		7,740.00	7,740.00	100%	0.00	387.00
400	23	8101	230 Terminal Heat Transfer Units	L	Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00
401	26	0000	230 Grit Building	L	Price Electric	290,000.00	43,500.00	5,800.00		49,300.00	17%	240,700.00	2,465.00
402	31	5000	230 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00	11,300.00	11,300.00		22,600.00	100%	0.00	1,130.00
403	35	2016.1	230 Slide Gates	M	August Winter & Sons	54,000.00	27,000.00		27,000.00	54,000.00	100%	0.00	2,700.00
404	35	2016.2	230 Slide Gates	L	August Winter & Sons	35,000.00	17,500.00			17,500.00	50%	17,500.00	875.00
405	41	2213	230 Bridge Crane	M	Waite Equipment	17,000.00				0.00	0%	17,000.00	0.00
406	41	2213	230 Bridge Crane	L	Waite Equipment	4,300.00				0.00	0%	4,300.00	0.00
407	41	2223	230 Hoist and Monorail System	M	Waite Equipment	3,200.00				0.00	0%	3,200.00	0.00
408	41	2223	230 Hoist and Monorail System	L	Waite Equipment	750.00				0.00	0%	750.00	0.00
409	43	2117	230 Vortex (Torque-Flow) Pumping Equipment	M	August Winter & Sons	115,000.00			115,000.00	115,000.00	100%	0.00	5,750.00
410	43	2117	230 Vortex (Torque-Flow) Pumping Equipment	M/L	August Winter & Sons	60,000.00	9,000.00		9,000.00	18,000.00	30%	42,000.00	900.00
411	43	4113	230 Hydropneumatic Tank	M	August Winter & Sons	55,000.00			54,800.00	54,800.00	100%	200.00	2,740.00
412	43	4113	230 Hydropneumatic Tank	L	August Winter & Sons	25,500.00		1,500.00		1,500.00	6%	24,000.00	75.00
413	46	2323	230 Grit Removal Equipment	M	August Winter & Sons	240,000.00			240,000.00	240,000.00	100%	0.00	12,000.00
414	46	2323	230 Grit Removal Equipment	L	August Winter & Sons	115,000.00	11,500.00	4,500.00		16,000.00	14%	99,000.00	800.00
415	46	2327	230 Grit Washer	M	August Winter & Sons	185,000.00			185,000.00	185,000.00	100%	0.00	9,250.00
416	46	2327	230 Grit Washer	L	August Winter & Sons	115,000.00	17,250.00	4,500.00		21,750.00	19%	93,250.00	1,087.50
417	46	6124	230 Composite Sampler	M	August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00
418	***250***	***Equalization Tank***								0.00		0.00	0.00
419	03	0000	250 250 Equalization Tank							0.00		0.00	0.00
420	03	0000	250 Rebar	M/L	Harris Rebar (Ambassador Stee	90,735.00	0.00		55,100.00	55,100.00	61%	35,635.00	2,755.00
421	03	0000	250 Concrete	M	Norwalk Ready Mix Concrete I	121,947.48				0.00	0%	121,947.48	0.00
422	03	0000	250 Form & place							0.00		0.00	0.00
423	03	0000	250 Footings	L	Williams Brothers Const. Inc.	64,284.98				0.00	0%	64,284.98	0.00
424	03	0000	250 Walls	L	Williams Brothers Const. Inc.	310,185.45				0.00	0%	310,185.45	0.00
425	03	0000	250 Base Slab	L	Williams Brothers Const. Inc.	38,591.78				0.00	0%	38,591.78	0.00
426	03	0000	250 SOG	L	Williams Brothers Const. Inc.	124,810.88				0.00	0%	124,810.88	0.00
427	03	0000	250 Suspended Slab	L	Williams Brothers Const. Inc.	16,034.63				0.00	0%	16,034.63	0.00
428	03	0000	250 Housekeeping Pads	L	Williams Brothers Const. Inc.	4,764.15				0.00	0%	4,764.15	0.00
429	03	0000	250 Grouting	L	Williams Brothers Const. Inc.	490.32				0.00	0%	490.32	0.00
430	05	1200	250 250 EQ Tank Return Flow PS	M	HME, Inc	2,849.12	0.00		2,706.66	2,706.66	95%	142.46	135.33

1			CONTINUATION SHEET				Application No. 12				PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build.	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
431	05	1200	250	250 EQ Tank Return Flow PS	L	Williams Brothers Const. Inc.	3,900.00				0.00	0%	3,900.00	0.00
432	07	1353	250	Elastomeric Deck Coverings	M	RP Coatings	4,000.00				0.00	0%	4,000.00	0.00
433	07	1353	250	Elastomeric Deck Coverings	L	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00
434	07	1713	250	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81				0.00	0%	9,113.81	0.00
435	07	1713	250	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00				0.00	0%	6,370.00	0.00
436	08	3100	250	Access Doors and Panels	M	Nystrom	1,097.00	0.00		1,097.00	1,097.00	100%	0.00	54.85
437	08	3100	250	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29				0.00	0%	490.29	0.00
438	09	9000	250	Paints and Coatings 250 EQ Tanks	M	RP Coatings	400.00				0.00	0%	400.00	0.00
439	09	9000	250	Paints and Coatings	L	RP Coatings	2,500.00				0.00	0%	2,500.00	0.00
440	23	0593	250	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
441	23	1123	250	HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
442	23	1123	250	HVAC Sequence of Operation	L	Corn States Metal Fabricators	12,000.00				0.00	0%	12,000.00	0.00
443	23	3423	250	HVAC Power Ventilators	M	Corn States Metal Fabricators	10,560.00				0.00	0%	10,560.00	0.00
444	23	3423	250	HVAC Power Ventilators	L	Corn States Metal Fabricators	3,380.00				0.00	0%	3,380.00	0.00
445	23	8101	250	Terminal Heat Transfer Units	M	Corn States Metal Fabricators	7,740.00	0.00		7,740.00	7,740.00	100%	0.00	387.00
446	23	8101	250	Terminal Heat Transfer Units	L	Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00
447	31	5000	250	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	22,600.00			22,600.00	50%	22,600.00	1,130.00
448	31	6613.1	250	Equalization Tank	M/L	Helitech	103,250.00	103,250.00			103,250.00	100%	0.00	5,162.50
449	33	3613	250	Bolted Steel Wastewater Storage Tank-131' Tank	M	Great Plains Structurs LLC	284,045.00	0.00	0.00	239,520.00	239,520.00	84%	44,525.00	11,976.00
450	33	3613	250	Bolted Steel Wastewater Storage Tank	L	Great Plains Structurs LLC	94,290.00				0.00	0%	94,290.00	0.00
451	43	2139	250	Submersible Solids Handling Pump Equipment	M	August Winter & Sons	85,000.00				0.00	0%	85,000.00	0.00
452	43	2139	250	Submersible Solids Handling Pump Equipment	L	August Winter & Sons	156,538.00				0.00	0%	156,538.00	0.00
453	46	4123	250	Submersible Mixing Equipment-250 Equalization Tank	M	August Winter & Sons	35,000.00				0.00	0%	35,000.00	0.00
454	46	4123	250	Submersible Mixing Equipment	L	August Winter & Sons	83,053.00				0.00	0%	83,053.00	0.00
455	***270***	***Peak Flow Treatment***									0.00		0.00	0.00
456	03	0000	270	270 Peak Flow Treatment Str							0.00		0.00	0.00
457	03	0000	270	Rebar	M/L	Harris Rebar (Ambassador Stee	39,475.00	36,378.93	3,096.07		39,475.00	100%	0.00	1,973.75
458	03	0000	270	Concrete	M	Norwalk Ready Mix Concrete I	37,200.90	36,456.88	15,000.00		51,456.88	138%	(14,255.99)	2,572.84
459	03	0000	270	Form & place							0.00		0.00	0.00
460	03	0000	270	Footings/Pads	L	Williams Brothers Const. Inc.	26,439.08	26,439.08			26,439.08	100%	(0.01)	1,321.95
461	03	0000	270	Walls	L	Williams Brothers Const. Inc.	185,141.70	175,884.62			175,884.62	95%	9,257.08	8,794.23
462	03	0000	270	SOG	L	Williams Brothers Const. Inc.	54,810.68	54,810.68			54,810.68	100%	(0.00)	2,740.53
463	03	0000	270	Houskeeping Pads	L	Williams Brothers Const. Inc.	5,734.80	4,587.84	1,146.96		5,734.80	100%	0.00	286.74
464	03	1000	270	270 Peak Flow	M	Molin Concrete Products	6,642.00	6,642.00			6,642.00	100%	0.00	332.10
465	03	1000	270	270 Peak Flow	L	Williams Brothers Const. Inc.	10,504.00	10,504.00			10,504.00	100%	0.00	525.20
466	04	2000	270	270 Peak Flow Brick	M	Seedorff Masonry, Inc.	11,090.00			11,090.00	11,090.00	100%	0.00	554.50
467	04	2000	270	270 Peak Flow CMU	M	Seedorff Masonry, Inc.	6,960.00	4,176.00		2,784.00	6,960.00	100%	0.00	348.00
468	04	2000	270	270 Peak Flow Insulation	M	Seedorff Masonry, Inc.	5,114.00			1,740.00	1,740.00	34%	3,374.00	87.00
469	04	2000	270	270 Peak Flow Brick	L	Seedorff Masonry, Inc.	20,788.00				0.00	0%	20,788.00	0.00
470	04	2000	270	270 Peak Flow CMU	L	Seedorff Masonry, Inc.	28,180.00	16,908.00			16,908.00	60%	11,272.00	845.40
471	04	2000	270	270 Peak Flow Insulation	L	Seedorff Masonry, Inc.	2,421.00				0.00	0%	2,421.00	0.00
472	05	1200	270	270 Peak Flow Treatment	M	HME, Inc	42,256.12	2,535.00		31,269.90	33,804.90	80%	8,451.22	1,690.25
473	05	1200	270	270 Peak Flow Treatment	L	Williams Brothers Const. Inc.	33,800.00	1,690.00			1,690.00	5%	32,110.00	84.50
474	08	1113	270	Hollow Metal Doors and Frames	M	Commercial Construction Prod	21,284.74				0.00	0%	21,284.74	0.00
475	08	1113	270	Hollow Metal Doors and Frames	L	Commercial Construction Prod	3,000.00				0.00	0%	3,000.00	0.00
476	08	1116	270	Aluminum Doors and Frames	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
477	08	1116	270	Aluminum Doors and Frames	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
478	08	3323	270	Overehead Coilings Doors	M	WD Door	8,157.50				0.00	0%	8,157.50	0.00
479	08	3323	270	Overehead Coilings Doors	L	WD Door	928.25				0.00	0%	928.25	0.00
480	08	4313	270	Aluminum Framed Storefronts	M	Commercial Construction Products Co					0.00		0.00	0.00
481	08	4313	270	Aluminum Framed Storefronts	L	Commercial Construction Products Co					0.00		0.00	0.00
482	08	7100	270	Door Hardware	M	Commercial Construction Products Co					0.00		0.00	0.00
483	08	7100	270	Door Hardware	L	Commercial Construction Products Co					0.00		0.00	0.00

1			CONTINUATION SHEET				Application No. 12				PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
484	09	9000	270 Paints and Coatings 270 Peak Flow Treatement	M	RP Coatings	12,500.00				0.00	0%	12,500.00	0.00
485	09	9000	270 Paints and Coatings	L	RP Coatings	20,000.00				0.00	0%	20,000.00	0.00
486	13	3419	270 Metal Buildings System	M	Riverview Construction Compa	41,804.00	0.00		41,804.00	41,804.00	100%	0.00	2,090.20
487	13	3419	270 Metal Buildings System	L	Riverview Construction Compa	41,138.00		28,950.00		28,950.00	70%	12,188.00	1,447.50
488	21	0500	270 Fire Suppression	M	Midwest Automatic Fire Sprink	3,880.00				0.00	0%	3,880.00	0.00
489	21	0500	270 Fire Suppression	L	Midwest Automatic Fire Sprink	6,770.00				0.00	0%	6,770.00	0.00
490	23	0593	270 Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	504.00				0.00	0%	504.00	0.00
491	23	1123	270 Facility Natural-Gas Piping	M	Corn States Metal Fabricators	800.00				0.00	0%	800.00	0.00
492	23	1123	270 HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
493	23	1123	270 Facility Natural-Gas Piping	L	Corn States Metal Fabricators	4,600.00				0.00	0%	4,600.00	0.00
494	23	1123	270 HVAC Sequence of Operation	L	Corn States Metal Fabricators	14,000.00				0.00	0%	14,000.00	0.00
495	23	3100	270 HVAC Ducts and Casings	M	Corn States Metal Fabricators	25,850.00	0.00		4,279.00	4,279.00	17%	21,571.00	213.95
496	23	3100	270 HVAC Ducts and Casings	L	Corn States Metal Fabricators	29,380.00				0.00	0%	29,380.00	0.00
497	23	3300	270 Air Duct Accessories	M	Corn States Metal Fabricators	440.00				0.00	0%	440.00	0.00
498	23	3300	270 Air Duct Accessories	L	Corn States Metal Fabricators	300.00				0.00	0%	300.00	0.00
499	23	3423	270 HVAC Power Ventilators	M	Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00
500	23	3423	270 HVAC Power Ventilators	L	Corn States Metal Fabricators	2,250.00				0.00	0%	2,250.00	0.00
501	23	8101	270 Terminal Heat Transfer Units	M	Corn States Metal Fabricators	7,740.00	0.00		2,440.00	2,440.00	32%	5,300.00	122.00
502	23	8101	270 Terminal Heat Transfer Units	L	Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00
503	26	0000	270 Peak Flow Treatment	L	Price Electric	250,000.00	50,000.00			50,000.00	20%	200,000.00	2,500.00
504	31	5000	270 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00	16,950.00			16,950.00	75%	5,650.00	847.50
505	41	4116	270 Bulk Chemical Storage Tanks	M	August Winter & Sons	65,000.00			65,000.00	65,000.00	100%	0.00	3,250.00
506	41	4116	270 Bulk Chemical Storage Tanks	L	August Winter & Sons	43,000.00	21,500.00			21,500.00	50%	21,500.00	1,075.00
507	46	3334	270 Peristaltic Metering Pumps	M	August Winter & Sons	75,000.00				0.00	0%	75,000.00	0.00
508	46	3334	270 Peristaltic Metering Pumps	L	August Winter & Sons	35,500.00				0.00	0%	35,500.00	0.00
509	46	3383	270 Chemical Feed Accessories	M	August Winter & Sons	140,000.00				0.00	0%	140,000.00	0.00
510	46	3383	270 Chemical Feed Accessories	L	August Winter & Sons	50,000.00				0.00	0%	50,000.00	0.00
511	46	6442	270 Peak Flow Treatment-Cloth Media Filters	M	August Winter & Sons	1,387,000.00	1,387,000.00			1,387,000.00	100%	0.00	69,350.00
512	46	6442	270 Peak Flow Treatment-Cloth Media Filters	M/L	August Winter & Sons	350,000.00	105,000.00	48,810.00	35,000.00	188,810.00	54%	161,190.00	9,440.50
513	***320***	***Oxidation Ditches***								0.00		0.00	0.00
514	03	0000	320 320 Oxidation Ditches							0.00		0.00	0.00
515	03	0000	320 Rebar	M/L	Harris Rebar (Ambassador Stee	464,630.00	407,384.03			407,384.03	88%	57,245.97	20,369.20
516	03	0000	320 Concrete	M	Norwalk Ready Mix Concrete I	405,205.45	322,693.71			322,693.71	80%	82,511.74	16,134.69
517	03	0000	320 Form & place							0.00		0.00	0.00
518	03	0000	320 Walls	L	Williams Brothers Const. Inc.	1,980,990.88	1,426,313.44			1,426,313.44	72%	554,677.44	71,315.67
519	03	0000	320 Round Piers & Columns	L	Williams Brothers Const. Inc.	1,823.18				0.00	0%	1,823.18	0.00
520	03	0000	320 Base Slab	L	Williams Brothers Const. Inc.	413,406.45	372,065.81			372,065.81	90%	41,340.65	18,603.29
521	03	0000	320 Precast Hollowcore Slabs	L	Williams Brothers Const. Inc.	19,118.70				0.00	0%	19,118.70	0.00
522	03	0000	320 Beams	L	Williams Brothers Const. Inc.	89,986.95				0.00	0%	89,986.95	0.00
523	03	0000	320 Suspended Slab	L	Williams Brothers Const. Inc.	106,384.05		5,319.20		5,319.20	5%	101,064.85	265.96
524	03	0000	320 Houskeeping Pads	L	Williams Brothers Const. Inc.	3,758.40				0.00	0%	3,758.40	0.00
525	03	0000	320 Grouting	L	Williams Brothers Const. Inc.	955.40				0.00	0%	955.40	0.00
526	03	1000	320 320 Oxidation Ditch	M	Molin Concrete Products	53,849.00				0.00	0%	53,849.00	0.00
527	03	1000	320 320 Oxidation Ditch	L	Williams Brothers Const. Inc.	21,008.00				0.00	0%	21,008.00	0.00
528	05	1200	320 320 Oxidation Ditch	M	HME, Inc	101,417.04	0.00		91,275.34	91,275.34	90%	10,141.70	4,563.77
529	05	1200	320 320 Oxidation Ditch	L	Williams Brothers Const. Inc.	67,600.00				0.00	0%	67,600.00	0.00
530	05	1200	320 320 Oxidation Structural Flow Splitter	M	HME, Inc	5,667.98	0.00		5,384.58	5,384.58	95%	283.40	269.23
531	05	1200	320 320 Oxidation Structural Flow Splitter	L	Williams Brothers Const. Inc.	3,900.00				0.00	0%	3,900.00	0.00
532	26	0000	320 Oxidation Ditches	M	Price Electric	220,000.00	6,600.00			6,600.00	3%	213,400.00	330.00
533	31	5000	320 Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	22,600.00			22,600.00	50%	22,600.00	1,130.00
534	31	6613	320 Oxidation Ditch	M/L	Helitech	142,667.00	142,667.00			142,667.00	100%	0.00	7,133.35
535	35	2016.2	320 Slide Gates	M	August Winter & Sons	39,000.00				0.00	0%	39,000.00	0.00
536	35	2016.2	320 Slide Gates	L	August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00

1			CONTINUATION SHEET				Application No. 12			PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021			ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build.	City of Indianola		SUPPLIER/	SCHEDULED	-----WORK COMPLETED-----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
537	46	4123	320 Submersible Mixing Equipment-320 Oxidation Ditch	M	August Winter & Sons	90,000.00				0.00	0%	90,000.00	0.00
538	46	4123	320 Submersible Mixing Equipment	L	August Winter & Sons	89,747.00				0.00	0%	89,747.00	0.00
539	46	5361	320 Oxidation Ditech System Equipment (Base Bid)	M	August Winter & Sons	1,051,600.00		54,088.00	12,022.00	66,110.00	6%	985,490.00	3,305.50
540	46	5361	320 Oxidation Ditech Sy: 40'	L	August Winter & Sons	95,000.00				0.00	0%	95,000.00	0.00
541	***350 Secondary Treatment Bldg***									0.00		0.00	0.00
542	03	0000	350 350 Secondary Treatment Bldg							0.00		0.00	0.00
543	03	0000	350 Rebar	M/L	Harris Rebar (Ambassador Stee	49,265.00	30,230.00			30,230.00	61%	19,035.00	1,511.50
544	03	0000	350 Concrete	M	Norwalk Ready Mix Concrete I	32,261.43		15,000.00		15,000.00	46%	17,261.43	750.00
545	03	0000	350 Form & place							0.00		0.00	0.00
546	03	0000	350 Walls	L	Williams Brothers Const. Inc.	126,812.93				0.00	0%	126,812.93	0.00
547	03	0000	350 Base Slab	L	Williams Brothers Const. Inc.	27,955.13	5,591.03	22,364.10		27,955.13	100%	(0.00)	1,397.76
548	03	0000	350 Suspended Slab	L	Williams Brothers Const. Inc.	85,748.63				0.00	0%	85,748.63	0.00
549	03	0000	350 Houskeeping Pads	L	Williams Brothers Const. Inc.	4,131.00				0.00	0%	4,131.00	0.00
550	03	0000	350 Columns	L	Williams Brothers Const. Inc.	7,418.25				0.00	0%	7,418.25	0.00
551	03	1000	350 350 Secondary Treatment	M	Molin Concrete Products	13,528.00				0.00	0%	13,528.00	0.00
552	03	1000	350 350 Secondary Treatment	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
553	04	2000	350 350 Secondary Treatment Brick	M	Seedorff Masonry, Inc.	17,189.00				0.00	0%	17,189.00	0.00
554	04	2000	350 350 Secondary Treatment CMU	M	Seedorff Masonry, Inc.	14,329.00			1,863.00	1,863.00	13%	12,466.00	93.15
555	04	2000	350 350 Secondary Treatment Insulation	M	Seedorff Masonry, Inc.	5,853.00			1,986.00	1,986.00	34%	3,867.00	99.30
556	04	2000	350 350 Secondary Treatment Brick	L	Seedorff Masonry, Inc.	36,454.00				0.00	0%	36,454.00	0.00
557	04	2000	350 350 Secondary Treatment CMU	L	Seedorff Masonry, Inc.	52,419.00				0.00	0%	52,419.00	0.00
558	04	2000	350 350 Secondary Treatment Insulation	L	Seedorff Masonry, Inc.	2,736.00				0.00	0%	2,736.00	0.00
559	05	1200	350 350 Secondary Treatement Bldg	M	HME, Inc	23,415.12	0.00		21,073.61	21,073.61	90%	2,341.51	1,053.68
560	05	1200	350 350 Secondary Treatement Bldg	L	Williams Brothers Const. Inc.	16,900.00				0.00	0%	16,900.00	0.00
561	06	1000	350 Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
562	07	1713	350 Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81				0.00	0%	9,113.81	0.00
563	07	1713	350 Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00				0.00	0%	6,370.00	0.00
564	07	5400	350 Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	9,773.53				0.00	0%	9,773.53	0.00
565	07	5400	350 Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	8,761.61				0.00	0%	8,761.61	0.00
566	07	6200	350 Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	313.43				0.00	0%	313.43	0.00
567	07	6200	350 Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	1,800.76				0.00	0%	1,800.76	0.00
568	08	1113	350 Hollow Metal Doors and Frames	M	Commercial Construction Prod	15,000.00				0.00	0%	15,000.00	0.00
569	08	1113	350 Hollow Metal Doors and Frames	L	Commercial Construction Prod	2,000.00				0.00	0%	2,000.00	0.00
570	08	1116	350 Aluminum Doors and Frames	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
571	08	1116	350 Aluminum Doors and Frames	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
572	08	3100	350 Access Doors and Panels	M	Nystrom	801.00	0.00		801.00	801.00	100%	0.00	40.05
573	08	3100	350 Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29				0.00	0%	490.29	0.00
574	08	4313	350 Aluminum Framed Storefronts	M	Commercial Construction Products Co					0.00		0.00	0.00
575	08	4313	350 Aluminum Framed Storefronts	L	Commercial Construction Products Co					0.00		0.00	0.00
576	08	7100	350 Door Hardware	M	Commercial Construction Products Co					0.00		0.00	0.00
577	08	7100	350 Door Hardware	L	Commercial Construction Products Co					0.00		0.00	0.00
578	09	9000	350 Paints and Coatings 350 Sec Treatement Bldg	M	RP Coatings	10,000.00				0.00	0%	10,000.00	0.00
579	09	9000	350 Paints and Coatings	L	RP Coatings	40,000.00				0.00	0%	40,000.00	0.00
580	11	5353	350 Casework, Tops, Fixtures, Fume Hood	M	Innovative Laboratory Systems	22,550.00				0.00	0%	22,550.00	0.00
581	11	5353	350 Casework, Tops, Fixtures, Fume Hood, ASHRAE Testing	L	Innovative Laboratory Systems	3,200.00				0.00	0%	3,200.00	0.00
582	22	0500	350 350 Secondary Treatment	M	August Winter & Sons, Inc.	45,000.00	15,750.00			15,750.00	35%	29,250.00	787.50
583	22	0500	350 350 Secondary Treatment	L	August Winter & Sons, Inc.	50,000.00	17,500.00			17,500.00	35%	32,500.00	875.00
584	23	0593	350 Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
585	23	0713	350 Duct Insulation	M	Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00	0.00
586	23	0713	350 Duct Insulation	L	Corn States Metal Fabricators	3,700.00				0.00	0%	3,700.00	0.00
587	23	0719	350 HVAC Piping Insulation	M	Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00
588	23	0719	350 HVAC Piping Insulation	L	Corn States Metal Fabricators	960.00				0.00	0%	960.00	0.00
589	23	1123	350 Facility Natural-Gas Piping	M	Corn States Metal Fabricators	900.00				0.00	0%	900.00	0.00

1			CONTINUATION SHEET					Application No. 12			PER. TO: May 31, 2021			
2								APPL. DATE: May 31, 2021			ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
590	23	1123	350 HVAC Sequence of Operation	M	Corn States Metal Fabricators	7,000.00				0.00	0%	7,000.00	0.00
591	23	1123	350 Facility Natural-Gas Piping	L	Corn States Metal Fabricators	7,500.00				0.00	0%	7,500.00	0.00
592	23	1123	350 HVAC Sequence of Operation	L	Corn States Metal Fabricators	19,000.00				0.00	0%	19,000.00	0.00
593	23	2300	350 Refrigerant Piping	M	Corn States Metal Fabricators	1,300.00				0.00	0%	1,300.00	0.00
594	23	2300	350 Refrigerant Piping	L	Corn States Metal Fabricators	9,600.00				0.00	0%	9,600.00	0.00
595	23	3100	350 HVAC Ducts and Casings	M	Corn States Metal Fabricators	30,166.00			2,962.04	2,962.04	10%	27,203.96	148.10
596	23	3100	350 HVAC Ducts and Casings	L	Corn States Metal Fabricators	87,824.00				0.00	0%	87,824.00	0.00
597	23	3300	350 Air Duct Accessories	M	Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00
598	23	3300	350 Air Duct Accessories	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
599	23	3423	350 HVAC Power Ventilators	M	Corn States Metal Fabricators	3,520.00				0.00	0%	3,520.00	0.00
600	23	3423	350 HVAC Power Ventilators	L	Corn States Metal Fabricators	1,200.00				0.00	0%	1,200.00	0.00
601	23	3700	350 Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	700.00				0.00	0%	700.00	0.00
602	23	3700	350 Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	1,180.00				0.00	0%	1,180.00	0.00
603	23	7433	350 Packaged MAU	M	Corn States Metal Fabricators	12,800.00				0.00	0%	12,800.00	0.00
604	23	7433	350 Packaged MAU	L	Corn States Metal Fabricators	750.00				0.00	0%	750.00	0.00
605	23	8101	350 Terminal Heat Transfer Units	M	Corn States Metal Fabricators	3,870.00				0.00	0%	3,870.00	0.00
606	23	8101	350 Terminal Heat Transfer Units	L	Corn States Metal Fabricators	270.00				0.00	0%	270.00	0.00
607	23	8127	350 Libert AC Units	M	Corn States Metal Fabricators	22,400.00			22,400.00	22,400.00	100%	0.00	1,120.00
608	23	8127	350 Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
609	26	0000	350 Secondary Treatment/Clarifier	L	Price Electric	200,000.00				0.00	0%	200,000.00	0.00
610	31	5000	350 Building excavation/backfill	M/L	Iowa Earth Works	11,300.00	2,825.00	2,825.00		5,650.00	50%	5,650.00	282.50
611	41	2213	350 Bridge Crane	M	Waite Equipment	17,000.00				0.00	0%	17,000.00	0.00
612	41	2213	350 Bridge Crane	L	Waite Equipment	4,300.00				0.00	0%	4,300.00	0.00
613	41	2223	350 Hoist and Monorail System	M	Waite Equipment	3,200.00				0.00	0%	3,200.00	0.00
614	41	2223	350 Hoist and Monorail System	L	Waite Equipment	750.00				0.00	0%	750.00	0.00
615	43	2139	350 Submersible Solids Handling Pump Equipment	M	August Winter & Sons	104,000.00				0.00	0%	104,000.00	0.00
616	43	2139	350 Submersible Solids Handling Pump Equipment	L	August Winter & Sons	156,538.00		4,754.00		4,754.00	3%	151,784.00	237.70
617	***380***	***Secondary Clarifiers***								0.00		0.00	0.00
618	03	0000	380 380 Secondary Clarifiers							0.00		0.00	0.00
619	03	0000	380 Rebar	M/L	Harris Rebar (Ambassador Stee	178,010.00	5,319.87		101,077.45	106,397.32	60%	71,612.68	5,319.87
620	03	0000	380 Concrete	M	Norwalk Ready Mix Concrete I	147,096.17	20,593.46	30,000.00		50,593.46	34%	96,502.70	2,529.67
621	03	0000	380 Form & place							0.00		0.00	0.00
622	03	0000	380 Walls	L	Williams Brothers Const. Inc.	686,179.35	34,308.96			34,308.96	5%	651,870.39	1,715.45
623	03	0000	380 Base Slab	L	Williams Brothers Const. Inc.	202,724.10	20,272.41	113,525.50		133,797.91	66%	68,926.19	6,689.90
624	03	0000	380 SOG	L	Williams Brothers Const. Inc.	1,323.00				0.00	0%	1,323.00	0.00
625	03	0000	380 Suspended Slab	L	Williams Brothers Const. Inc.	79,596.68				0.00	0%	79,596.68	0.00
626	03	0000	380 Grouting	L	Williams Brothers Const. Inc.	20,280.38				0.00	0%	20,280.38	0.00
627	05	1200	380 380 Secondary Clarifier Flow Splitter	M	HME, Inc	14,514.40			13,788.68	13,788.68	95%	725.72	689.43
628	05	1200	380 380 Secondary Clarifiers	M	HME, Inc	20,663.54			19,630.36	19,630.36	95%	1,033.18	981.52
629	05	1200	380 380 Secondary Clarifier Flow Splitter	L	Williams Brothers Const. Inc.	11,700.00				0.00	0%	11,700.00	0.00
630	05	1200	380 380 Secondary Clarifiers	L	Williams Brothers Const. Inc.	19,500.00				0.00	0%	19,500.00	0.00
631	09	9000	380 Paints and Coatings 380 Sec Clarifiers	M	RP Coatings	17,000.00				0.00	0%	17,000.00	0.00
632	09	9000	380 Paints and Coatings	L	RP Coatings	67,000.00				0.00	0%	67,000.00	0.00
633	31	5000	380 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00	11,300.00			11,300.00	50%	11,300.00	565.00
634	31	5000	380 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00				0.00	0%	22,600.00	0.00
635	31	5000	380 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00				0.00	0%	22,600.00	0.00
636	31	6613.1	380 Secondary Clarifier	M/L	Helitech	39,416.00	39,416.00			39,416.00	100%	0.00	1,970.80
637	43	2112	380 Screw Centrifugal Pumps	M	August Winter & Sons	34,000.00				0.00	0%	34,000.00	0.00
638	43	2112	380 Screw Centrifugal Pumps	L	August Winter & Sons	9,000.00	450.00			450.00	5%	8,550.00	22.50
639	46	4323	380 Secondary Clarifier Mechanism	M	August Winter & Sons	418,000.00		35,494.00		35,494.00	8%	382,506.00	1,774.70
640	46	4323	380 Secondary Clarifier Mechanism	L	August Winter & Sons	250,000.00	90,000.00			90,000.00	36%	160,000.00	4,500.00
641	***420***	***UV Disinfection Bldg***								0.00		0.00	0.00
642	03	0000	420 420 UV Disinfection Bldg							0.00		0.00	0.00

1			CONTINUATION SHEET				Application No. 12				PER. TO: May 31, 2021			
2							APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
643	03	0000	420	Rebar	M/L	Harris Rebar (Ambassador Stee	22,050.00	17,866.49			17,866.49	81%	4,183.51	893.32
644	03	0000	420	Concrete	M	Norwalk Ready Mix Concrete I	23,548.27	23,548.27			23,548.27	100%	0.00	1,177.41
645	03	0000	420	Form & place							0.00		0.00	0.00
646	03	0000	420	Footings	L	Williams Brothers Const. Inc.	6,125.63	6,125.63			6,125.63	100%	(0.01)	306.28
647	03	0000	420	Walls	L	Williams Brothers Const. Inc.	155,512.60	155,512.60			155,512.60	100%	0.00	7,775.63
648	03	0000	420	Base Slab	L	Williams Brothers Const. Inc.	26,534.93	26,534.93			26,534.93	100%	(0.00)	1,326.75
649	03	0000	420	SOG		Williams Brothers Const. Inc.	50,381.88	50,381.88			50,381.88	100%	(0.00)	2,519.09
650	03	0000	420	Houskeeping Pads		Williams Brothers Const. Inc.	7,682.85	2,845.50	4,837.35		7,682.85	100%	0.00	384.14
651	03	1000	420	420 Disinfection	M	Molin Concrete Products	16,910.00	16,910.00			16,910.00	100%	0.00	845.50
652	03	1000	420	UV Vault	M	Molin Concrete Products	6,000.00	4,500.00			4,500.00	75%	1,500.00	225.00
653	03	1000	420	420 Disinfection	L	Williams Brothers Const. Inc.	10,504.00	10,504.00			10,504.00	100%	0.00	525.20
654	04	2000	420	420 UV Disinfect Insulation	M	Seedorff Masonry, Inc.	7,703.00		5,778.00	1,925.00	7,703.00	100%	0.00	385.15
655	04	2000	420	420 UV Disinfect Brick	M	Seedorff Masonry, Inc.	22,164.00		16,623.00	5,541.00	22,164.00	100%	0.00	1,108.20
656	04	2000	420	420 UV Disinfect CMU	M	Seedorff Masonry, Inc.	13,359.00	13,359.00			13,359.00	100%	0.00	667.95
657	04	2000	420	420 UV Disinfect CMU	L	Seedorff Masonry, Inc.	49,870.00	49,870.00			49,870.00	100%	0.00	2,493.50
658	04	2000	420	420 UV Disinfect Insulation	L	Seedorff Masonry, Inc.	3,383.00		2,537.25		2,537.25	75%	845.75	126.86
659	04	2000	420	420 UV Disinfect Brick	L	Seedorff Masonry, Inc.	46,273.00		34,704.75		34,704.75	75%	11,568.25	1,735.24
660	05	1200	420	420 UV Value Vault	M	HME, Inc	1,149.88			1,092.39	1,092.39	95%	57.49	54.62
661	05	1200	420	420 Disinfection	M	HME, Inc	45,524.60	4,550.00		18,240.00	22,790.00	50%	22,734.60	1,139.50
662	05	1200	420	420 Disinfection	L	Williams Brothers Const. Inc.	3,900.00	975.00			975.00	25%	2,925.00	48.75
663	06	1000	420	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
664	06	8000	420	Fiberglass Reinforced Plastic Fabrications	M	Williams Brothers Const. Inc.	12,500.00				0.00	0%	12,500.00	0.00
665	06	8000	420	Fiberglass Reinforced Plastic Fabrications	L	Williams Brothers Const. Inc.	1,875.00				0.00	0%	1,875.00	0.00
666	07	1713	420	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81	9,113.81			9,113.81	100%	0.00	455.69
667	07	1713	420	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00	6,370.00			6,370.00	100%	0.00	318.50
668	07	5400	420	Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	12,028.96				0.00	0%	12,028.96	0.00
669	07	5400	420	Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	10,783.52				0.00	0%	10,783.52	0.00
670	07	6200	420	Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	385.76				0.00	0%	385.76	0.00
671	07	6200	420	Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	2,216.32				0.00	0%	2,216.32	0.00
672	08	1116	420	Aluminum Doors and Frames	M	Commercial Construction Prod	13,920.00				0.00	0%	13,920.00	0.00
673	08	1116	420	Aluminum Doors and Frames	L	Commercial Construction Prod	1,780.00				0.00	0%	1,780.00	0.00
674	08	3323	420	Overehead Coilings Doors	M	WD Door	6,172.50				0.00	0%	6,172.50	0.00
675	08	3323	420	Overehead Coilings Doors	L	WD Door	928.25				0.00	0%	928.25	0.00
676	08	4313	420	Aluminum Framed Storefronts	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
677	08	4313	420	Aluminum Framed Storefronts	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
678	08	7100	420	Door Hardware	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
679	08	7100	420	Door Hardware	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
680	09	9000	420	Paints and Coatings 420 Disinfection	M	RP Coatings	3,000.00				0.00	0%	3,000.00	0.00
681	09	9000	420	Paints and Coatings	L	RP Coatings	12,500.00				0.00	0%	12,500.00	0.00
682	22	0500	420	420 Disinfection	M	August Winter & Sons, Inc	70,000.00	28,000.00			28,000.00	40%	42,000.00	1,400.00
683	22	0500	420	420 Disinfection	L	August Winter & Sons, Inc	55,000.00	19,250.00			19,250.00	35%	35,750.00	962.50
684	23	0593	420	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	504.00				0.00	0%	504.00	0.00
685	23	0719	420	HVAC Piping Insulation	M	Corn States Metal Fabricators	300.00				0.00	0%	300.00	0.00
686	23	0719	420	HVAC Piping Insulation	L	Corn States Metal Fabricators	410.00				0.00	0%	410.00	0.00
687	23	1123	420	HVAC Sequence of Operation	M	Corn States Metal Fabricators	3,400.00				0.00	0%	3,400.00	0.00
688	23	1123	420	HVAC Sequence of Operation	L	Corn States Metal Fabricators	9,600.00				0.00	0%	9,600.00	0.00
689	23	2300	420	Refrigerant Piping	M	Corn States Metal Fabricators	400.00				0.00	0%	400.00	0.00
690	23	2300	420	Refrigerant Piping	L	Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00	0.00
691	23	3100	420	HVAC Ducts and Casings	M	Corn States Metal Fabricators	8,620.00			1,655.00	1,655.00	19%	6,965.00	82.75
692	23	3100	420	HVAC Ducts and Casings	L	Corn States Metal Fabricators	9,790.00				0.00	0%	9,790.00	0.00
693	23	3300	420	Air Duct Accessories	M	Corn States Metal Fabricators	150.00				0.00	0%	150.00	0.00
694	23	3300	420	Air Duct Accessories	L	Corn States Metal Fabricators	100.00				0.00	0%	100.00	0.00
695	23	3423	420	HVAC Power Ventilators	M	Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00

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4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
696	23	3423	420 HVAC Power Ventilators	L	Corn States Metal Fabricators	2,250.00				0.00	0%	2,250.00	0.00
697	23	3700	420 Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
698	23	3700	420 Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
699	23	8101	420 Terminal Heat Transfer Units	M	Corn States Metal Fabricators	3,870.00				0.00	0%	3,870.00	0.00
700	23	8101	420 Terminal Heat Transfer Units	L	Corn States Metal Fabricators	270.00				0.00	0%	270.00	0.00
701	23	8127	420 Libert AC Units	M	Corn States Metal Fabricators	22,400.00			20,500.00	20,500.00	92%	1,900.00	1,025.00
702	23	8127	420 Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
703	23	8417	420 Dehumidifiers	M	Corn States Metal Fabricators	4,000.00			2,999.00	2,999.00	75%	1,001.00	149.95
704	23	8417	420 Dehumidifiers	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
705	26	0000	420 UV	M	Price Electric	40,000.00	7,200.00	800.00		8,000.00	20%	32,000.00	400.00
706	31	5000	420 Building excavation/backfill	M/L	Iowa Earth Works	22,600.00	16,950.00	5,650.00		22,600.00	100%	0.00	1,130.00
707	43	2136	420 Vertical Turbine Pumps	M	August Winter & Sons	50,000.00				0.00	0%	50,000.00	0.00
708	43	2136	420 Vertical Turbine Pumps	L	August Winter & Sons	125,000.00	18,750.00	23,770.00		42,520.00	34%	82,480.00	2,126.00
709	43	3263	420 Ultraviolet Disinfection Equipment	M	August Winter & Sons	348,000.00			322,663.00	322,663.00	93%	25,337.00	16,133.15
710	43	3263	420 Ultraviolet Disinfection Equipment	L	August Winter & Sons	80,000.00	16,000.00			16,000.00	20%	64,000.00	800.00
711	46	6124	420 Composite Sampler	M	August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00
712	***520***	***Aerobic Digester***								0.00		0.00	0.00
713	03	0000	520 520 Aerobic Digester							0.00		0.00	0.00
714	03	0000	520 Rebar	M/L	Harris Rebar (Ambassador Stee	480,515.00	413,021.11			413,021.11	86%	67,493.89	20,651.06
715	03	0000	520 Concrete	M	Norwalk Ready Mix Concrete I	218,299.34	141,894.57			141,894.57	65%	76,404.77	7,094.73
716	03	0000	520 Form & place							0.00		0.00	0.00
717	03	0000	520 Walls	L	Williams Brothers Const. Inc.	729,895.05	218,968.52	109,484.26		328,452.77	45%	401,442.28	16,422.64
718	03	0000	520 Base Slab	L	Williams Brothers Const. Inc.	176,922.90	176,922.90			176,922.90	100%	0.00	8,846.15
719	03	0000	520 Suspended Slab	L	Williams Brothers Const. Inc.	86,070.60				0.00	0%	86,070.60	0.00
720	05	1200	520 520 Aerobic Digester	M	HME, Inc	25,269.22				0.00	0%	25,269.22	0.00
721	05	1200	520 520 Aerobic Digester	L	Williams Brothers Const. Inc.	19,500.00				0.00	0%	19,500.00	0.00
722	09	9000	520 Paints and Coatings 520 Aerobic Digesters	M	RP Coatings	200.00				0.00	0%	200.00	0.00
723	09	9000	520 Paints and Coatings	L	RP Coatings	1,000.00				0.00	0%	1,000.00	0.00
724	31	5000	520 Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	11,300.00			11,300.00	25%	33,900.00	565.00
725	31	6613.1	520 Aerobic Digester	M/L	Helitech	103,250.00	103,250.00			103,250.00	100%	0.00	5,162.50
726	46	4123	520 Submersible Mixing Equipment-520 Aerobic Digesters	M	August Winter & Sons	90,000.00				0.00	0%	90,000.00	0.00
727	46	4123	520 Submersible Mixing Equipment	L	August Winter & Sons	27,500.00				0.00	0%	27,500.00	0.00
728	46	5133	520 Flexible Membrane Diffusedd Aeration Equipment	M	August Winter & Sons	150,000.00	6,000.00	20,554.00		26,554.00	18%	123,446.00	1,327.70
729	46	5133	520 Flexible Membrane Diffusedd Aeration Equipment	L	August Winter & Sons	75,000.00	9,000.00			9,000.00	12%	66,000.00	450.00
730	***550***	***Solids Processing Bldg***								0.00		0.00	0.00
731	03	0000	550 550 Solids Processing Bldg							0.00		0.00	0.00
732	03	0000	550 Rebar	M/L	Harris Rebar (Ambassador Stee	103,085.00	40,766.70			40,766.70	40%	62,318.30	2,038.34
733	03	0000	550 Concrete	M	Norwalk Ready Mix Concrete I	62,738.55				0.00	0%	62,738.55	0.00
734	03	0000	550 Form & place							0.00		0.00	0.00
735	03	0000	550 Footings	L	Williams Brothers Const. Inc.	29,324.03				0.00	0%	29,324.03	0.00
736	03	0000	550 Walls	L	Williams Brothers Const. Inc.	99,273.60				0.00	0%	99,273.60	0.00
737	03	0000	550 SOG	L	Williams Brothers Const. Inc.	48,090.38				0.00	0%	48,090.38	0.00
738	03	0000	550 Suspended Slab	L	Williams Brothers Const. Inc.	191,216.03				0.00	0%	191,216.03	0.00
739	03	0000	550 Columns	L	Williams Brothers Const. Inc.	28,033.43				0.00	0%	28,033.43	0.00
740	03	0000	550 Mechanical Curbs	L	Williams Brothers Const. Inc.	373.95				0.00	0%	373.95	0.00
741	03	1000	550 550 Solids Process	M	Molin Concrete Products	33,698.00				0.00	0%	33,698.00	0.00
742	03	1000	550 550 Solids Process	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
743	04	2000	550 550 Solids Process Brick	M	Seedorff Masonry, Inc.	31,959.00				0.00	0%	31,959.00	0.00
744	04	2000	550 550 Solids Process CMU	M	Seedorff Masonry, Inc.	17,861.00			2,322.00	2,322.00	13%	15,539.00	116.10
745	04	2000	550 550 Solids Process Insulation	M	Seedorff Masonry, Inc.	10,991.00			3,726.00	3,726.00	34%	7,265.00	186.30
746	04	2000	550 550 Solids Process Brick	L	Seedorff Masonry, Inc.	67,308.00				0.00	0%	67,308.00	0.00
747	04	2000	550 550 Solids Process Insulation	L	Seedorff Masonry, Inc.	4,784.00				0.00	0%	4,784.00	0.00
748	04	2000	550 550 Solids Process CMU	L	Seedorff Masonry, Inc.	66,418.00				0.00	0%	66,418.00	0.00

1			CONTINUATION SHEET				Application No. 12			PER. TO: May 31, 2021				
2							APPL. DATE: May 31, 2021			ENGINEER'S PROJECT NO.: 0.00				
3	Spec		Build	City of Indianola		SUPPLIER/	SCHEDULED	-----WORK COMPLETED-----		MATERIALS	TOTAL COMPL.	%	BALANCE	RETAINAGE
4	Sec.		NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
749	05	1200	550	550 Solids Processing	M	HME, Inc	60,231.44			48,905.72	48,905.72	81%	11,325.72	2,445.29
750	05	1200	550	550 Solids Processing	L	Williams Brothers Const. Inc.	42,900.00				0.00	0%	42,900.00	0.00
751	06	1000	550	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
752	07	1713	550	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81				0.00	0%	9,113.81	0.00
753	07	1713	550	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00				0.00	0%	6,370.00	0.00
754	07	5400	550	Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	24,584.52				0.00	0%	24,584.52	0.00
755	07	5400	550	Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	22,068.73				0.00	0%	22,068.73	0.00
756	07	6200	550	Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	489.73				0.00	0%	489.73	0.00
757	07	6200	550	Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	4,535.16				0.00	0%	4,535.16	0.00
758	08	1116	550	Aluminum Doors and Frames	M	Commercial Construction Prod	26,700.00				0.00	0%	26,700.00	0.00
759	08	1116	550	Aluminum Doors and Frames	L	Commercial Construction Prod	3,700.00				0.00	0%	3,700.00	0.00
760	08	3323	550	Overehead Coilings Doors	M	WD Door	19,751.50				0.00	0%	19,751.50	0.00
761	08	3323	550	Overehead Coilings Doors	L	WD Door	2,784.87				0.00	0%	2,784.87	0.00
762	08	4313	550	Aluminum Framed Storefronts	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
763	08	4313	550	Aluminum Framed Storefronts	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
764	08	7100	550	Door Hardware	M	Commercial Construction Prod	Includ above				0.00		0.00	0.00
765	08	7100	550	Door Hardware	L	Commercial Construction Prod	Includ above				0.00		0.00	0.00
766	09	9000	550	Paints and Coatings 550 Solids Processing	M	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00
767	09	9000	550	Paints and Coatings	L	RP Coatings	40,000.00				0.00	0%	40,000.00	0.00
768	22	0500	550	550 Solids Processing	M	August Winter & Sons, Inc.	35,000.00				0.00	0%	35,000.00	0.00
769	22	0500	550	550 Solids Processing	L	August Winter & Sons, Inc.	65,000.00				0.00	0%	65,000.00	0.00
770	23	0593	550	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
771	23	0713	550	Duct Insulation	M	Corn States Metal Fabricators	1,960.00				0.00	0%	1,960.00	0.00
772	23	0713	550	Duct Insulation	L	Corn States Metal Fabricators	3,640.00				0.00	0%	3,640.00	0.00
773	23	0719	550	HVAC Piping Insulation	M	Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
774	23	0719	550	HVAC Piping Insulation	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
775	23	1123	550	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	1,200.00				0.00	0%	1,200.00	0.00
776	23	1123	550	HVAC Sequence of Operation	M	Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00
777	23	1123	550	Facility Natural-Gas Piping	L	Corn States Metal Fabricators	5,300.00				0.00	0%	5,300.00	0.00
778	23	1123	550	HVAC Sequence of Operation	L	Corn States Metal Fabricators	26,000.00				0.00	0%	26,000.00	0.00
779	23	2300	550	Refrigerant Piping	M	Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00
780	23	2300	550	Refrigerant Piping	L	Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00
781	23	3100	550	HVAC Ducts and Casings	M	Corn States Metal Fabricators	51,720.00			5,608.72	5,608.72	11%	46,111.28	280.44
782	23	3100	550	HVAC Ducts and Casings	L	Corn States Metal Fabricators	58,760.00				0.00	0%	58,760.00	0.00
783	23	3300	550	Air Duct Accessories	M	Corn States Metal Fabricators	900.00				0.00	0%	900.00	0.00
784	23	3300	550	Air Duct Accessories	L	Corn States Metal Fabricators	600.00				0.00	0%	600.00	0.00
785	23	3423	550	HVAC Power Ventilators	M	Corn States Metal Fabricators	7,030.00				0.00	0%	7,030.00	0.00
786	23	3423	550	HVAC Power Ventilators	L	Corn States Metal Fabricators	2,250.00				0.00	0%	2,250.00	0.00
787	23	3700	550	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	1,390.00				0.00	0%	1,390.00	0.00
788	23	3700	550	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	2,370.00				0.00	0%	2,370.00	0.00
789	23	7433	550	Packaged MAU	M	Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
790	23	7433	550	Packaged MAU	L	Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
791	23	8127	550	Libert AC Units	M	Corn States Metal Fabricators	22,400.00			20,500.00	20,500.00	92%	1,900.00	1,025.00
792	23	8127	550	Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00
793	26	0000	550	Solids Processing/Digestion	M	Price Electric	100,000.00				0.00	0%	100,000.00	0.00
794	31	5000	550	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	11,300.00	11,300.00		22,600.00	50%	22,600.00	1,130.00
795	43	1123	550	Rotary Postitive Displacement Aeration Blower	M	August Winter & Sons	250,000.00				0.00	0%	250,000.00	0.00
796	43	1123	550	Rotary Postitive Displacement Aeration Blower	L	August Winter & Sons	117,000.00				0.00	0%	117,000.00	0.00
797	43	2116	550	Double Disc Pumping Equipment	M	August Winter & Sons	959,000.00				0.00	0%	959,000.00	0.00
798	43	2116	550	Double Disc Pumping Equipment	L	August Winter & Sons	252,000.00		4,754.00		4,754.00	2%	247,246.00	237.70
799	46	3390	550	Polymer Feed System	M	August Winter & Sons	57,000.00				0.00	0%	57,000.00	0.00
800	46	3390	550	Polymer Feed System	L	August Winter & Sons	55,000.00				0.00	0%	55,000.00	0.00
801	46	7133	550	Rotary Drum Sludge Thickening System	M	August Winter & Sons	410,000.00				0.00	0%	410,000.00	0.00

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3	Spec		Build	City of Indianola		SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO.	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
802	46	7133	550	Rotary Drum Sludge Thickening System	L	August Winter & Sons	250,000.00				0.00	0%	250,000.00	0.00
803	***570***	***Biosolids Storage***									0.00		0.00	0.00
804	03	0000	570	570 Biosolids Storage							0.00		0.00	0.00
805	03	0000	570	Rebar	M/L	Harris Rebar (Ambassador Stee	95,900.00	43,660.92		19,691.11	63,352.03	66%	32,547.97	3,167.60
806	03	0000	570	Concrete	M	Norwalk Ready Mix Concrete I	85,959.16	55,873.46			55,873.46	65%	30,085.70	2,793.67
807	03	0000	570	Form & place							0.00		0.00	0.00
808	03	0000	570	Fooitngs/Piers	L	Williams Brothers Const. Inc.	3,437.78				0.00	0%	3,437.78	0.00
809	03	0000	570	Walls	L	Williams Brothers Const. Inc.	103,142.03				0.00	0%	103,142.03	0.00
810	03	0000	570	Grade Beams	L	Williams Brothers Const. Inc.	104,188.95	104,188.95			104,188.95	100%	0.00	5,209.45
811	03	0000	570	Base Slabs	L	Williams Brothers Const. Inc.	37,083.83		18,541.91		18,541.91	50%	18,541.91	927.10
812	03	0000	570	SOG	L	Williams Brothers Const. Inc.	131,859.90	131,859.90			131,859.90	100%	0.00	6,593.00
813	03	0000	570	SOG Stairs	L	Williams Brothers Const. Inc.	5,799.60				0.00	0%	5,799.60	0.00
814	03	0000	570	Suspended Slab	L	Williams Brothers Const. Inc.	108,114.75				0.00	0%	108,114.75	0.00
815	03	0000	570	Houskeeping Pas	L	Williams Brothers Const. Inc.	9,162.45				0.00	0%	9,162.45	0.00
816	03	0000	570	Mechanical Curbs	L	Williams Brothers Const. Inc.	1,902.15				0.00	0%	1,902.15	0.00
817	03	1000	570	570 Biosolids Bldg	M	Molin Concrete Products	1,579.00				0.00	0%	1,579.00	0.00
818	03	1000	570	570 Biosolids Bldg	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
819	04	2000	570	570 Biosolids Insulation	M	Seedorff Masonry, Inc.	1,774.00			593.00	593.00	33%	1,181.00	29.65
820	04	2000	570	570 Biosolids Brick	M	Seedorff Masonry, Inc.	5,349.00				0.00	0%	5,349.00	0.00
821	04	2000	570	570 Biosolids CMU	M	Seedorff Masonry, Inc.	2,743.00			357.00	357.00	13%	2,386.00	17.85
822	04	2000	570	570 Biosolids Insulation	L	Seedorff Masonry, Inc.	784.00				0.00	0%	784.00	0.00
823	04	2000	570	570 Biosolids Brick	L	Seedorff Masonry, Inc.	10,746.00				0.00	0%	10,746.00	0.00
824	04	2000	570	570 Biosolids CMU	L	Seedorff Masonry, Inc.	11,553.00				0.00	0%	11,553.00	0.00
825	05	1200	570	570 Biosolids Storage	M	HME, Inc	12,121.64			9,697.31	9,697.31	80%	2,424.33	484.87
826	05	1200	570	570 Biosolids Storage	L	Williams Brothers Const. Inc.	33,800.00				0.00	0%	33,800.00	0.00
827	06	1000	570	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
828	07	1353	570	Elastomeric Deck Coverings	M	RP Coatings	4,000.00				0.00	0%	4,000.00	0.00
829	07	1353	570	Elastomeric Deck Coverings	L	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00
830	07	1713	570	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	7,800.00				0.00	0%	7,800.00	0.00
831	07	1713	570	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	5,850.00				0.00	0%	5,850.00	0.00
832	07	5400	570	Thermoplastic Membrane Roofing	M	Fore Sure Roofing and Sheetme	977.35				0.00	0%	977.35	0.00
833	07	5400	570	Thermoplastic Membrane Roofing	L	Fore Sure Roofing and Sheetme	876.16				0.00	0%	876.16	0.00
834	07	6200	570	Sheet Metal Flashing and Trim	M	Fore Sure Roofing and Sheetme	301.34				0.00	0%	301.34	0.00
835	07	6200	570	Sheet Metal Flashing and Trim	L	Fore Sure Roofing and Sheetme	180.08				0.00	0%	180.08	0.00
836	08	1116	570	Aluminum Doors and Frames	M	Commercial Construction Prodt	9,000.00				0.00	0%	9,000.00	0.00
837	08	1116	570	Aluminum Doors and Frames	L	Commercial Construction Prodt	1,800.00				0.00	0%	1,800.00	0.00
838	08	3100	570	Access Doors and Panels	M	Nystrom	1,676.00			1,676.00	1,676.00	100%	0.00	83.80
839	08	3100	570	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29				0.00	0%	490.29	0.00
840	08	4313	570	Aluminum Framed Storefronts	M	Commercial Construction Prodt	Includ above				0.00		0.00	0.00
841	08	4313	570	Aluminum Framed Storefronts	L	Commercial Construction Prodt	Includ above				0.00		0.00	0.00
842	08	7100	570	Door Hardware	M	Commercial Construction Prodt	Includ above				0.00		0.00	0.00
843	08	7100	570	Door Hardware	L	Commercial Construction Prodt	Includ above				0.00		0.00	0.00
844	09	9000	570	Paints and Coatings 570 BioSolids Storage	M	RP Coatings	800.00				0.00	0%	800.00	0.00
845	09	9000	570	Paints and Coatings	L	RP Coatings	2,000.00				0.00	0%	2,000.00	0.00
846	23	0593	570	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	756.00				0.00	0%	756.00	0.00
847	23	1123	570	HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
848	23	1123	570	HVAC Sequence of Operation	L	Corn States Metal Fabricators	13,000.00				0.00	0%	13,000.00	0.00
849	23	3100	570	HVAC Ducts and Casings	M	Corn States Metal Fabricators	10,770.00			8,560.00	8,560.00	79%	2,210.00	428.00
850	23	3100	570	HVAC Ducts and Casings	L	Corn States Metal Fabricators	12,240.00				0.00	0%	12,240.00	0.00
851	23	3300	570	Air Duct Accessories	M	Corn States Metal Fabricators	190.00				0.00	0%	190.00	0.00
852	23	3300	570	Air Duct Accessories	L	Corn States Metal Fabricators	130.00				0.00	0%	130.00	0.00
853	23	3423	570	HVAC Power Ventilators	M	Corn States Metal Fabricators	12,310.00				0.00	0%	12,310.00	0.00
854	23	3423	570	HVAC Power Ventilators	L	Corn States Metal Fabricators	3,940.00				0.00	0%	3,940.00	0.00

1		CONTINUATION SHEET						Application No. 12				PER TO: May 31, 2021			
2								APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build	City of Indianola		SUPPLIER/	SCHEDULED	-----WORK COMPLETED-----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
855	23	8101	570	Terminal Heat Transfer Units	M	Corn States Metal Fabricators	15,480.00				0.00	0%	15,480.00	0.00
856	23	8101	570	Terminal Heat Transfer Units	L	Corn States Metal Fabricators	1,060.00				0.00	0%	1,060.00	0.00
857	33	3613	570	Bolted Steel Wastewater Storage Tank-120' Tank	M	Great Plains Structurs LLC	320,775.00	45,000.00	275,775.00		320,775.00	100%	0.00	16,038.75
858	33	3613	570	Bolted Steel Wastewater Storage Tank	L	Great Plains Structurs LLC	100,090.00	10,009.00	90,081.00		100,090.00	100%	0.00	5,004.50
859	31	6613	570	Biosplids Tank	M/L	Helitech	405,301.00	405,301.00			405,301.00	100%	0.00	20,265.05
860	31	5000	570	Building excavation/backfill storage tank	M/L	Iowa Earth Works	22,600.00	5,650.00			5,650.00	25%	16,950.00	282.50
861	43	2137	570	Chopper Pumps	M	August Winter & Sons	70,000.00				0.00	0%	70,000.00	0.00
862	43	2137	570	Chopper Pumps	L	August Winter & Sons	160,000.00				0.00	0%	160,000.00	0.00
863	46	4121	570	Jet Mixing Equipment	M	August Winter & Sons	80,000.00				0.00	0%	80,000.00	0.00
864	46	4121	570	Jet Mixing Equipment	L	August Winter & Sons	111,000.00	55,500.00		0.00	55,500.00	50%	55,500.00	2,775.00
865														
866						Original Contract totals	**45,600,000.00**	**15,019,114.82**	**1,559,027.16**	**3,405,911.45**	**19,984,053.43**	43.8%	**25,615,946.57**	**999,202.67**

1			CONTINUATION SHEET			Application No. 12				PER. TO: May 31, 2021			
2						APPL. DATE: May 31, 2021				ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build.	City of Indianola	SUPPLIER/	SCHEDULED	----WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
867	**CHANGE ORDERS**								*(0.00)*			
868		1	PCO 002		714.00				0.00	0%	714.00	0.00
869			PCO 003		5,932.00				0.00	0%	5,932.00	0.00
870			PCO 004		1,766.00				0.00	0%	1,766.00	0.00
871			PCO 007A		(35,381.00)				0.00		(35,381.00)	0.00
872			PCO 010A		6,701.00				0.00	0%	6,701.00	0.00
873			PCO 011A		22,636.00	22,636.00			22,636.00	100%	0.00	1,131.80
874		2	PCO 014		(26,011.00)	(8,702.20)			(8,702.20)	33%	(17,308.80)	(435.11)
875			PCO 001C		11,444.00	0.00			0.00	0%	11,444.00	0.00
876			PCO 008		323.00	0.00			0.00	0%	323.00	0.00
877			PCO 009		11,450.00	11,450.00			11,450.00	100%	0.00	572.50
878			PCO 017		(3,174.00)	0.00			0.00	-0%	(3,174.00)	0.00
879			PCO 018A		6,442.00	0.00			0.00	0%	6,442.00	0.00
880		3	PCO005A		(1,058.00)	0.00			0.00	-0%	(1,058.00)	0.00
881			PCO013A		(9,006.00)	(9,006.00)			(9,006.00)	100%	0.00	(450.30)
882			PCO015A		12,878.00	12,878.00			12,878.00	100%	0.00	643.90
883			PCO016A		3,717.00	0.00			0.00	0%	3,717.00	0.00
884			PCO019B		(18,775.00)	(9,387.50)	(2,625.00)		(12,012.50)	64%	(6,762.50)	(600.63)
885			PCO020		397.00	397.00			397.00	100%	0.00	19.85
886			PCO021A		5,452.00	0.00			0.00	0%	5,452.00	0.00
887			PCO22A		(54,676.00)	0.00			0.00	-0%	(54,676.00)	0.00
888			PCO024B		1,190.00	0.00			0.00	0%	1,190.00	0.00
889			PCO028		(3,047.00)	0.00	(2,880.00)		(2,880.00)	95%	(167.00)	(144.00)
890			PCO029		17,633.00	17,633.00			17,633.00	100%	0.00	881.65
891			PCO030		(2,063.00)				0.00	-0%	(2,063.00)	0.00
892												
893				TOTAL CHANGE ORDERS	(44,516.00)	37,898.30	(5,505.00)	0.00	32,393.30		(76,909.30)	1,619.67
894												
895				TOTAL REVISED CONTRACT AM	**45,555,484.00**	**15,057,013.12**	**1,553,522.16**	**3,405,911.45**	**20,016,446.73**	44%	**25,539,037.27**	**1,000,822.34**

CONTINUATION SHEET

Application No. 12 | PER. TO: May 31, 2021

APPL. DATE: May 31, 2021 | ENGINEER'S PROJECT NO.: 0.00

Spec Sec.	Build NO	City of Indianola Water Resource Recovery Facility	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	----WORK COMPLETED---- PREV APPL.	THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
		Summary by subcontract									
		Description	**Vender Name**								
2359530'	AUGU03	Plumbing, Mechanical & Equip	August Winter & Sons Inc.	11,821,269.00	2,152,750.00	251,966.00	1,435,804.00	3,840,520.00	32%	7,980,749.00	192,026.00
2333530'	COMM19	Metal Doors/Frames/Hardware	Commercial Construction	199,187.74	0.00	0.00	0.00	0.00	0%	199,187.74	0.00
2324530'	CORN01	HVAC	Corn States Metal Fabricators	1,411,950.00	0.00	0.00	246,871.13	246,871.13	17%	1,165,078.87	12,343.56
2334530'	DESM03	Gate Operators/Gates/Fence	Des Moines Steel Fence Co Inc	75,420.00	0.00	0.00	0.00	0.00	0%	75,420.00	0.00
2332530'	EPCO01	Plastic Toilet Compartments	EPCO Ltd., Inc.	2,780.00	0.00	0.00	0.00	0.00	0%	2,780.00	0.00
2378530'	FORS01	Thermoplastic Membrane Roof	For Sure Roofing & Sheetmetal	169,961.00	0.00	0.00	0.00	0.00	0%	169,961.00	0.00
2336530'	GREA06	Bolted Steel WW Tanks	Great Plains Structures LLC	799,200.00	55,009.00	365,856.00	239,520.00	660,385.00	83%	138,815.00	33,019.25
2323530'	HARR07	Concrete Reinforcing Work	Harris Rebar/Ambassador Steel	1,790,000.00	1,183,797.48	12,574.37	214,513.56	1,410,885.41	79%	379,114.59	70,544.27
2353530'	HEAR10	Acoustical Ceiling Tile Work	Heartland Finishes Inc.	4,675.00		0.00	0.00	0.00	0%	4,675.00	0.00
2320530'	HELI01	Rammed Agg Piers/Pile LoadTest	Helitech	833,300.00	833,300.00	0.00	0.00	833,300.00	100%	0.00	41,665.00
2371530'	HME01	Structural Steel Framing	HME Inc.	483,579.00	49,485.08	0.00	310,914.92	360,400.00	75%	123,179.00	18,020.00
2338530'	INNO05	Lab Furniture/Countertops	Innovative Laboratory Systems	38,100.00	0.00	0.00	0.00	0.00	0%	38,100.00	0.00
2356530'	IOWA11	Excavation and Site Grading	Iowa Earth Works	1,412,821.50	848,842.50	61,500.00	0.00	910,342.50	64%	502,479.00	45,517.13
2361530'	J&KC01	Site Utilities/Ext Mechanical	J & K Contracting LLC	3,575,690.00	1,501,282.70	108,988.61	587,969.84	2,198,241.15	61%	1,377,448.85	109,912.06
2327530'	JIMS03	Tiling & Resilient Flooring	Jim's Carpet One	12,000.00	0.00	0.00	0.00	0.00	0%	12,000.00	0.00
2331530'	JOH14	Fire Protection Specialties	Johnson Specialty Sales, Ltd.	1,525.00		0.00	0.00	0.00	0%	1,525.00	0.00
2325530'	MIDW59	Fire Suppression Work	Midwest Automatic Fire	51,450.00	0.00	0.00	0.00	0.00	0%	51,450.00	0.00
2372530'	MOLI01	Structural Precast Hollow Core	Molin Concrete Products	205,460.00	28,052.00	10,475.00	0.00	38,527.00	19%	166,933.00	1,926.35
2346530'	NORW02	Ready Mix Concrete	Norwalk Ready-Mix Concrete I	1,792,116.61	775,810.80	70,000.00	0.00	845,810.80	47%	946,305.81	42,290.54
2322530'	NYS01	Access Doors	Nystrom, Inc.	4,533.00	534.00	0.00	3,574.00	4,108.00	91%	425.00	205.40
2330530'	OSDI01	Metal Lockers	OSDI	4,707.00		0.00	0.00	0.00	0%	4,707.00	0.00
2339530'	PARK10	Parking Lot Striping/Signs	Parking Lot Specialties LLC	1,185.00		0.00	0.00	0.00	0%	1,185.00	0.00
2329530'	PREM05	Window Shades	Premier Edge LLC	1,788.00		0.00	0.00	0.00	0%	1,788.00	0.00
2354530'	PRIC02	Electronic Safety and Security	Price Electric	5,047,246.44	825,015.50	126,494.70	154,735.00	1,106,245.20	22%	3,941,001.24	55,312.26
2369530'	RIVE09	Metal Bldg Systems Erection	Riverview Construction Compa	327,899.00	0.00	28,950.00	160,651.00	189,601.00	58%	138,298.00	9,480.05
2326530'	RPCO01	Deck/Wall Coverings/Paint/Flor	RP Coatings, Inc.	470,000.00	0.00	0.00	0.00	0.00	0%	470,000.00	0.00
2376530'	SEE02	Masonry Work	Seedorff Masonry, Inc.	1,136,783.00	84,313.00	103,493.00	51,358.00	239,164.00	21%	897,619.00	11,958.20
2321530'	SOIL02	Landscape work	Soil Tek	220,000.00	48,676.00	0.00	0.00	48,676.00	22%	171,324.00	2,433.80
2328530'	WAIT01	Bridge Crane/Hoist/Monorail	Waite Equipment Company	50,500.00	0.00	0.00	0.00	0.00	0%	50,500.00	0.00
2335530'	WDD01	Overhead Coiling/Sect Doors	WD Door	100,900.00	0.00	0.00	0.00	0.00	0%	100,900.00	0.00
			Williams Brothers Const. Inc.	13,509,457.71	6,670,145.07	413,224.48	0.00	7,083,369.55	52%	6,426,088.16	354,168.48
			TOTALS	**45,555,484.00**	**15,057,013.12**	**1,553,522.16**	**3,405,911.45**	**20,016,446.73**	**44%**	**25,539,037.27**	**1,000,822.34**

PARTIAL WAIVER OF LIEN

Application No. 12

STATE OF ILLINOIS}
} ss.
PEORIA COUNTY }

May 31, 2021

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by City of Indianola to furnish labor and/or material for the building known as:

Indianola Water Resource Recovery Facility

Situated on Lot:
10939 Grimes St.
Indianola IA 50125

in the city of Indianola, County of Warren and State of Iowa.

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of One Million Four Hundred Sixty Seven Thousand Six Hundred Seventy Three and 67/100 $1,467,673.67 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim or right of lien on said above described building and premises under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said City of Indianola for said building or premises up to and including the day of May 31, 2021

GIVEN under our hands and sealed this day and year first above written.

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this May 31, 2021

Notary Public : _____

"OFFICIAL SEAL"
LISA A. MUNSTEDT
Notary Public, State of Illinois
My Commission Expires 04-01-2022

By: _____ **(SEAL)**
Jacqueline Smith, Treasurer

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Williams Brothers Construction
PO Box 1366
Peoria IL 61654
FROM CONTRACTOR:
Ambassador Steel Fabrication, LLC
1401 N. 15th Ave. E.
Newton, IA 50208
CONTRACT FOR: Material and Labor

PROJECT:
Indianola Water Resource Recover Facility
Grimes Street
Indianola IA 50125
VIA ARCHITECT:

APPLICATION #: 012
PERIOD TO: 05/19/21
PROJECT NOS: 2323-530
AMB Job # 00520017
CONTRACT DATE: 02/07/20

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor
- [ ]

Remit to: Ambassador Steel Fabrication LLC
1342 South Grandstaff Drive
Auburn IN 46706

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	1,790,000.00
2. Net change by Change Orders	$	-83,595.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	1,706,405.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		1,475,856.92
5. RETAINAGE:		
a. 5% of Completed Work (Columns D+E on Continuation Sheet)	$	64,892.21
b. 5% of Stored Material (Column F on Continuation Sheet)	$	8,900.68
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	73,792.89
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,402,064.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,302,738.47
8. CURRENT PAYMENT DUE	$	99,325.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	304,340.97

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$7,835.00	-$33,445.00
Total approved this Month	$1,540.00	-$59,525.00
TOTALS	$9,375.00	-$92,970.00
NET CHANGES by Change Order	-$83,595.00	

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

CONTRACTOR: Ambassador Steel Fabrication LLC

By: _____ Date: 5/20/21
Taya A. Myers, Credit/Contracts

State of: Indiana
County of: Dekalb

Subscribed and sworn to before me this 20th day of May 2021

Notary Public: _____
My Commission expires:

SHANNON E. KRUSE
Notary Public
DeKalb County, State of Indiana
Commission Number NP0715303
My Commission Expires 8/13/2026

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ _____

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: PO 20954205
Indianola Water Resource Recover Facility
Grimes Street
Indianola IA 50125

APPLICATION NUMBER: 012
APPLICATION DATE: 05/20/21
PERIOD TO: 05/19/21
ARCHITECT'S PROJECT NO: 2323-530

A	B	C	D	E	F	G		H	I
Item No.	Description of Work UNIT PRICE	Scheduled Value	Work Completed From Previous Application (D + E)	Work Completed This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
1	Electrical Service Bldg.	8,400.00	5,160.00			5,160.00	61%	3,240.00	258.00
2	Admin. Vehicle Storage	34,855.00	16,338.20	9,478.30	6,376.24	32,192.74	92%	2,662.26	1,609.64
3	Headworks	119,015.00	108,924.99			108,924.99	92%	10,090.01	5,446.25
4	Grit Building	74,040.00	74,040.00			74,040.00	100%		3,702.00
5	Equalization Tank	90,735.00			29,605.69	29,605.69	33%	61,129.31	1,480.28
6	Peak Flow Treatment Str.	39,475.00	36,378.93	3,096.07		39,475.00	100%		1,973.75
7	Oxidation Ditches	464,630.00	407,384.03			407,384.03	88%	57,245.97	20,369.20
8	Secondary Treatment Bldg.	49,265.00	30,230.00			30,230.00	61%	19,035.00	1,511.50
9	Secondary Clairifiers	178,010.00	5,319.87	33,445.00	101,077.45	139,842.32	79%	38,167.68	6,992.12
10	BioSolids Storage Tank	62,765.00	43,660.92			43,660.92	70%	19,104.08	2,183.05
11	BioSolids Storage Bldg	33,135.00			19,691.11	19,691.11	59%	13,443.89	984.56
12	Solids Processing Bldg	103,085.00	40,766.70			40,766.70	40%	62,318.30	2,038.34
13	Aerobic Digesters Structure	480,515.00	413,021.11	51685		413,021.11	86%	67,493.89	20,651.06
14	Disinfection Bldg	22,050.00	17,866.49			17,866.49	81%	4,183.51	893.32
15	Sitework	30,025.00			16,975.00	16,975.00	57%	13,050.00	848.75
16	Change orders:								
17	CO#1 - Deduct per CPR 002 (AMB CO#7) Secondary Clarifiers	(33,445.00)		(33,445.00)		(33,445.00)	100%		(1,672.25)
18	CO#1 - Add Field Order 008 Grit Building (AMB CO#4)	1,745.00	1,385.00			1,385.00	79%	360.00	69.25
19	CO#1 - Equalization Tank Revisions (AMB CO#10)	6,090.00	3,795.00			3,795.00	62%	2,295.00	189.75
20	CO#2 - Deduct Admin Vehicle Stor Trench Beams (AMB CO#9)	(2,335.00)		(2,335.00)		(2,335.00)	100%		(116.75)
21	CO#2 - Add per 011-Peak Flow Clarifications (AMB CO#3)	1,165.00		1,165.00		1,165.00	100%		58.25
22	CO#2 - Deduct Oxidation Ditch Update (AMB CO#8)	(2,625.00)		(2,625.00)		(2,625.00)	100%		(131.25)
23	CO#2 - Add Rev Biosolids Storage Tank (AMB CO#12)	375.00						375.00	
24	CO#2 - Deduct Aerobic Digester Rev (AMB CO#14)	(51,685.00)		(51,685.00)		(51,685.00)	100%		(2,584.25)
25	CO#2 - Deduct Solids Proc Bldg Rev (AMB CO#17)	(2,880.00)		(2,880.00)		(2,880.00)	100%		(144.00)
26									
27									
28									
29									
30									
	SUBTOTALS PAGE 2	1,706,405.00	1,204,271.24	(45,785.63)	173,725.49	~~1,332,211.10~~ 1,383,896.10	78%	374,193.90	66,610.60

line 17

LOGAN
CONTRACTORS SUPPLY, INC.

SALES INVOICE

REMIT TO:
LOGAN CONTRACTORS SUPPLY, INC.
PO BOX 5283
DES MOINES, IOWA 50305-5283

Invoice #	024211
Invoice Date	02-25-21
Order #	040697
Page	1

RECEIVED
MAR - 1 2021

BILL TO
09336
SEEDORFF MASONRY INC
PO BOX 38
STRAWBERRY POINT IA 52076
UNITED STATES

SHIP TO
00058
CITY OF INDIANOLA, IA
WATR RESOURCE RECOVERY FACILIT
NEW CONSTRUCTION WWTF
JOB #20003-4-06/16/20 00

Line 555
Seedorff

Order Date	Terms	Customer P.O. #	Sales Rep	Ship Date	Ship Via	Loc/Whse
01-26-21	NET 30 DAYS	20003	000101		DIRECT/NM	01 DEMP

Part No	Description	Qty Ordered	Qty Shipped	Qty B/O	Unit Price	Extended Price
ATLAS-PRO-CG3/C	3"CUT CGF PRO CLASS"A" (675) 4' X 8' SHEETS CUT @ 16" OC	675	315	360	65.00	20,475.00

4114 State Street - Bettendorf, IA 52722 - 563-441-2949 - (Fax) 563-441-2953
4101 106th Street - Des Moines, IA 50322 - 515-253-9048 - (Fax) 515-253-9491
1325 S. Enterprise Dr. - Olathe, KS 66061 - 913-768-1551 - (Fax) 913-768-1171
6544 L Street - Omaha, NE 68117 - 402-339-3900 - (Fax) 402-597-0694
www. logancontractors.com

SUBTOTAL	20,475.00
TAX	0.00
TOTAL	20,475.00

3/20

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

SALES INVOICE

Glen-Gery

West Des Moines Brick Center
101 Ashworth Road
West Des Moines IA 50265-3736
Phone: 515 224-4110 Fax: 515 224-4057

Invoice Number:	1449462
Invoice Date:	05/12/21
Due Date:	06/11/21
Order Number:	4123634
Call Off Number:	CO 7349107

Entered By: Leonard Thompson
Remit To:
Glen Gery Corp.
33015 Collection Center Drive
Chicago IL 60693-0330

31 1 SP 0.510 E0031X I0036 D7589247524 S2 P8252528 0001:0003

100995
SEEDORFF MASONRY, INC
PO BOX 38
STRAWBERRY POINT IA 52076-0038

Seedorff Masonry, Inc
10939 GRIMES ST.
INDIANOLA IA 50125

SOLD TO: 100995 / Seedorff Masonry, Inc

Job Name	Customer Reference	Sales Person / Contact
Indianola Recovery Facility	20003-1	MICHAEL WINTER
Terms	**Carrier**	**F.O.B.**
Net 30 Days	COLLECTION HAULIER	FOB - Origin

Line No	Product Code	Product Description	SHIP WHSE	Quantity	U/M	Price	U/M	Amount
1.000	20050656	SCB Charcoal Gray Tuscan MS 3 5/8 X 7 5/8 X 2 1/4	WDR	8,400.00	EA	540.00	TH	4,536.00

RECEIVED
MAY 18 2021

Please remit payment via ACH electronic payment, instructions below, which is our preferred method of payment.
Please email remit advice including invoice number, amounts and dates to credit@glengery.com.
Bank of America 100 West 33rd Street New York, NY 10001
ABA Number: 111000012 Account Number: 3752101872
Or remit check to: Glen Gery Corp 33015 Collection Center Dr Chicago, IL 60693-0330

Order Total		4536.00
Tax Total		.00
Invoice Total	USD	4536.00

THERE IS A CASH DISCOUNT PRINTED ABOVE, THE DISCOUNT IS ALLOWED ONLY IF PAID IN FULL BY THE INDICATED TERMS. ACCOUNTS OT PAID WITHIN TERMS ARE SUBJECT TO BEING PLACED ON A CASH BASIS, AND TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% ER ANNUM) ON ANY PAST DUE AMOUNT. NO CREDITS WILL BE ISSUED FOR DAMAGES OR SHORTAGES UNLESS NOTED ON DELIVERY ECEIPT. SUBJECT TO TERMS AND CONDITIONS OF SALE AND SHIPMENT AS PUBLISHED at https://www.glengery.com/terms-and-conditions-sale.

SALES INVOICE

Glen-Gery

West Des Moines Brick Center
101 Ashworth Road
West Des Moines IA 50265-3736
Phone: 515 224-4110 Fax: 515 224-4057

Invoice Number:	1449524
Invoice Date:	05/12/21
Due Date:	06/11/21
Order Number:	4123634
Call Off Number:	CO 7349213

Entered By: Leonard Thompson
Remit To:
Glen Gery Corp.
33015 Collection Center Drive
Chicago IL 60693-0330

31 1 SP 0.510 E0031 I0037 D7589247530 S2 P8252528 0002:0003

100995
SEEDORFF MASONRY, INC
PO BOX 38
STRAWBERRY POINT IA 52076-0038

Seedorff Masonry, Inc
10939 GRIMES ST.
INDIANOLA IA 50125

SOLD TO: 100995 / Seedorff Masonry, Inc

Job Name	Customer Reference	Sales Person / Contact
Indianola Recovery Facility	20003-1	MICHAEL WINTER
Terms	**Carrier**	**F.O.B.**
Net 30 Days	COLLECTION HAULIER	FOB - Origin

Line No	Product Code	Product Description	SHIP WHSE	Quantity	U/M	Price	U/M	Amount
1.000	20050656	SCB Charcoal Gray Tuscan MS 3 5/8 X 7 5/8 X 2 1/4	WDR	3,150.00	EA	540.00	TH	1,701.00

RECEIVED
MAY 18 2021

Please remit payment via ACH electronic payment, instructions below, which is our preferred method of payment.
Please email remit advice including invoice number, amounts and dates to credit@glengery.com.
Bank of America 100 West 33rd Street New York, NY 10001
ABA Number: 111000012 Account Number: 3752101872
Or remit check to: Glen Gery Corp 33015 Collection Center Dr Chicago, IL 60693-0330

Order Total		1701.00
Tax Total		.00
Invoice Total	USD	1701.00

THERE IS A CASH DISCOUNT PRINTED ABOVE, THE DISCOUNT IS ALLOWED ONLY IF PAID IN FULL BY THE INDICATED TERMS. ACCOUNTS OT PAID WITHIN TERMS ARE SUBJECT TO BEING PLACED ON A CASH BASIS, AND TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% ER ANNUM) ON ANY PAST DUE AMOUNT. NO CREDITS WILL BE ISSUED FOR DAMAGES OR SHORTAGES UNLESS NOTED ON DELIVERY ECEIPT. SUBJECT TO TERMS AND CONDITIONS OF SALE AND SHIPMENT AS PUBLISHED at https://www.glengery.com/terms-and-conditions-sale.

Sioux City Brick Since 1913 | Lawrenceville BRICK | Cushwa BRICK

A brand of BRICKWORKS — BUILDING PRODUCTS —

002:0003 6/20

VIEW ONLY | http://glengery.billtrust.com/ | USE THIS ENROLLMENT TOKEN | QHS PHV BHG

SALES INVOICE

Glen-Gery

West Des Moines Brick Center
101 Ashworth Road
West Des Moines IA 50265-3736
Phone: 515 224-4110 Fax: 515 224-4057

Invoice Number:	1449530
Invoice Date:	05/12/21
Due Date:	06/11/21
Order Number:	4123634
Call Off Number:	CO 7349224

Entered By: Leonard Thompson
Remit To:
Glen Gery Corp.
33015 Collection Center Drive
Chicago IL 60693-0330

31 1 SP 0.510 E0031 I0038 D7589247538 S2 P8252528 0003:0003

100995
SEEDORFF MASONRY, INC
PO BOX 38
STRAWBERRY POINT IA 52076-0038

Seedorff Masonry, Inc
10939 GRIMES ST.
INDIANOLA IA 50125

SOLD TO: 100995 / Seedorff Masonry, Inc

Job Name	Customer Reference	Sales Person / Contact
Indianola Recovery Facility	20003-1	MICHAEL WINTER
Terms	**Carrier**	**F.O.B.**
Net 30 Days	COLLECTION HAULIER	FOB - Origin

Line No	Product Code	Product Description	SHIP WHSE	Quantity	U/M	Price	U/M	Amount
1.000	20050626	SCB Dunes Gray Vel MS 3 5/8 X 7 5/8 X 2 1/4	WDR	1,050.00	EA	498.00	TH	522.90

RECEIVED
MAY 18 2021

Please remit payment via ACH electronic payment, instructions below, which is our preferred method of payment.
Please email remit advice including invoice number, amounts and dates to credit@glengery.com.
Bank of America 100 West 33rd Street New York, NY 10001
ABA Number: 111000012 **Account Number:** 3752101872
Or remit check to: Glen Gery Corp 33015 Collection Center Dr Chicago, IL 60693-0330

Order Total		522.90
Tax Total		.00
Invoice Total	USD	522.90

F THERE IS A CASH DISCOUNT PRINTED ABOVE, THE DISCOUNT IS ALLOWED ONLY IF PAID IN FULL BY THE INDICATED TERMS. ACCOUNTS IOT PAID WITHIN TERMS ARE SUBJECT TO BEING PLACED ON A CASH BASIS, AND TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% ER ANNUM) ON ANY PAST DUE AMOUNT. NO CREDITS WILL BE ISSUED FOR DAMAGES OR SHORTAGES UNLESS NOTED ON DELIVERY ECEIPT. SUBJECT TO TERMS AND CONDITIONS OF SALE AND SHIPMENT AS PUBLISHED at https://www.glengery.com/terms-and-conditions-sale.

Sioux City Brick Since 1913 | Lawrenceville BRICK | Cushwa BRICK

A brand of BRICKWORKS BUILDING PRODUCTS

003:0003

VIEW ONLY | http://glengery.billtrust.com/ | USE THIS ENROLLMENT TOKEN | QHS PHV BHG

MIDLAND CONCRETE PRODUCTS

INVOICE

Midland Concrete Products, LLC
Accounts Receivable
PO Box 1367
Cedar Rapids, IA 52406-1367
Phone: 319-362-7872

Invoice No.: MCP0281078
Date: 19-Apr-2021
Due Date: 31-May-2021
Customer ID: 103262
Employee: Sankot, Richard

BILL TO:	SHIP TO:
Seedorff Masonry Inc PO Box 38 Strawberry Point IA 52076	Indianola Water Resource Recovery Facility Seedorff Masonry Inc 10939 Grimes St. must come in from Route 63 west of jobsite Indianola IA 50125

CUSTOMER REF. NUMBER	TERMS	CONTACT
Indianola Water Resource Facility	Due End Of Next Month	RSankot@Midland-CP.com

SO TYPE	SO NUMBER	SHIPMENT NUMBER	CUSTOMER P.O. NO.
SO	MCP039462	MCP069356	Indianola Water Resource Facility

	ITEM	QTY.	UOM	UNIT PRICE	TAX	EXT. PRICE
1	58701111000: Mortar Trap 1"	1,800.00	LFT	0.9520	TX	1,713.60
2	58701113000: Mortar Trap 2"	100.00	LFT	1.6520	TX	165.20
3	58701117000: Quadro Vents - Standard - Clear	2,400.00	EA	0.4200	TX	1,008.00
4	58800500010: S/S DRIP EDGE 8FT - 3"	225.00	EA	8.4700	TX	1,905.75
5	50000000000-NS: HB Mighty Flash 18"x 60' rolls -90sqft/roll	31.00	EA	160.4500	TX	4,973.95
6	52105400000: Hohmann & Barnard HB Sealant - 1 Quart Tube	12.00	EA	12.9500	TX	155.40
	As a reminder, there is absolutely NO CONSTRUCTION TRAFFIC allowed over the Cavitt Creek Bridge on Grimes St. east of the project. Please inform all suppliers, truck drivers, etc. This is a contractual requirement and safety concern. All construction traffic is to come from Route 63 west of the jobsite. No exceptions. Thanks					
7	26751214000: T2 Termination Bar Stainless Steel	1,800.00	LFT	1.7500	TX	3,150.00
8	PALLET: Pallet Deposit	14.00	EA	20.0000	EX	280.00
9	10080000000: 8X8X16C PLAIN	825.00	EA	1.5300	TX	1,262.25
10	10080026000: 8X8X16C KNOCK OUT BB	225.00	EA	2.1000	TX	472.50

RECEIVED
APR 22 2021

5/20

MIDLAND CONCRETE PRODUCTS

INVOICE

Midland Concrete Products, LLC
Accounts Receivable
PO Box 1367
Cedar Rapids, IA 52406-1367

Phone: 319-362-7872

Invoice No.: MCP0281078
Date: 19-Apr-2021
Due Date: 31-May-2021
Customer ID: 103262
Employee: Sankot, Richard

BILL TO:	SHIP TO:
Seedorff Masonry Inc PO Box 38 Strawberry Point IA 52076	Indianola Water Resource Recovery Facility Seedorff Masonry Inc 10939 Grimes St. must come in from Route 63 west of jobsite Indianola IA 50125

CUSTOMER REF. NUMBER	TERMS	CONTACT
Indianola Water Resource Facility	Due End Of Next Month	RSankot@Midland-CP.com

Payment Details **Customer Signature** _____

Payment Date	Payment Ref	Payment Nbr	Payment Method	Account/Card	Payment Amount

Order Total
Paid Amount

Total Balance

Sales Total:	15,086.65
Tax Total: IA NT	0.00
Total:	15,086.65
Paid:	0.00
Balance:	15,086.65

TCC MATERIALS
SPEC BLENDED CONSTRUCTION PRODUCTS
2025 Centre Pointe Blvd., Suite 300
Mendota Heights, MN 55120-1221

INVOICE

Customer Number	Invoice Number	Billing Date	Due Date
181003	979429	04/29/2021	05/29/2021
	Amount Due	$3,241.00	
	Amount Paid		

1 2 SP 0.710 ** E0001 I008 D7549783910 S2 P8229156 0008:0010

SEEDORFF MASONRY / STRAWBERRY POINT
PO BOX 38
STRAWBERRY POINT IA 52076-0038

Remit To:
TCC Materials
P.O. Box 88478
Milwaukee WI 53288-0478
(651) 688-9116

Please return top portion with your payment. Make checks payable to: TCC Materials

TO VIEW OR PAY YOUR BILLS ONLINE GO TO:	USE THIS ENROLLMENT TOKEN
http://tccmaterials.billtrust.com	SGP HSV WRP

Invoice	979429
Amount Due	$3,241.00
Billing Date	04/29/2021
Due Date	05/29/2021

Order	Terms	Project	Delivered To	PO Number
800157	NET 30 DAYS	0939-Seedorff/Indianola Water Resource Fac.	10939 Grimes Street-West on 65/69to 4 wy Indianola, IA	

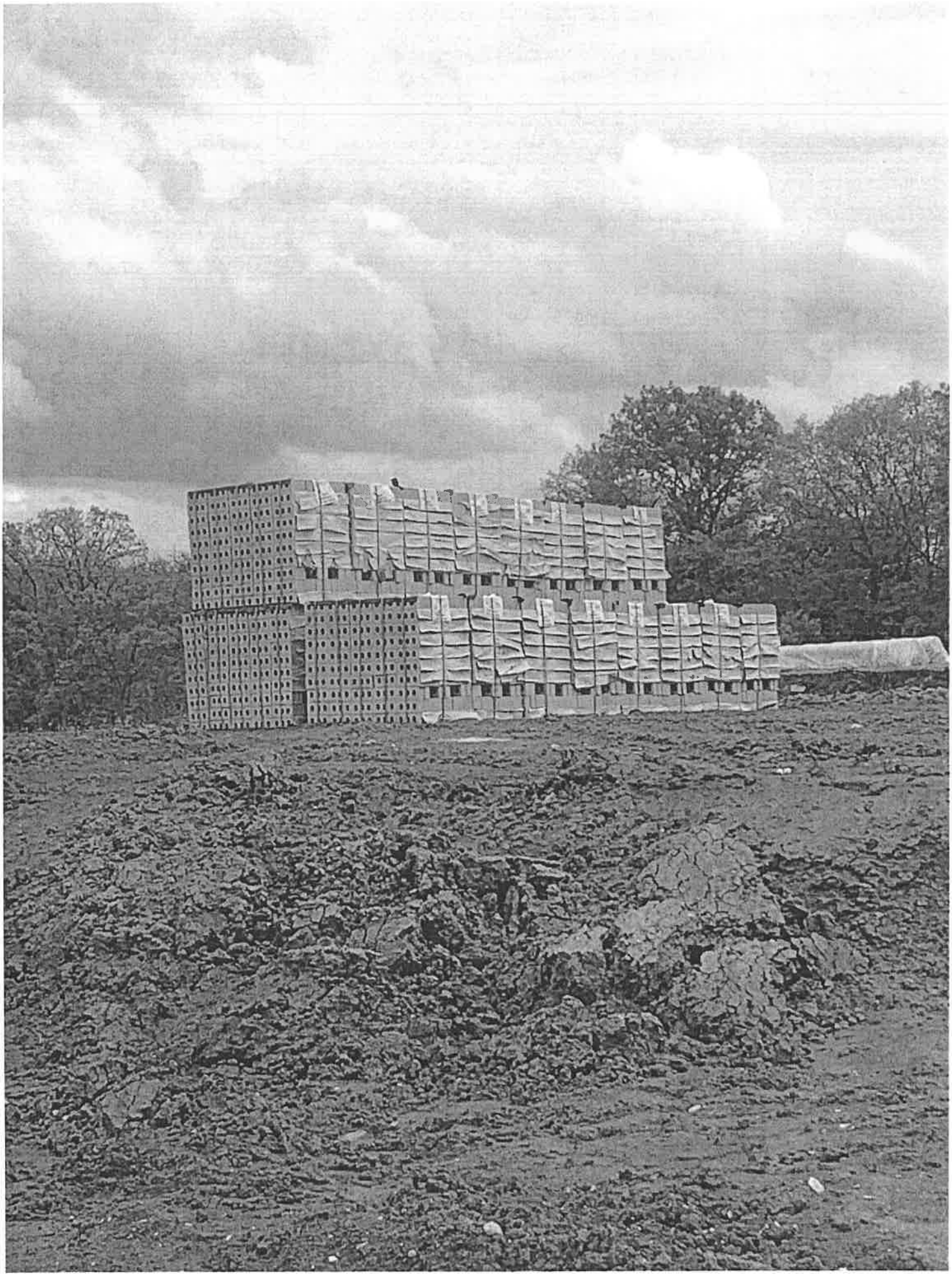
Ship Date	Plant	Ticket	Item	Description	Quantity	UM	Price	Ext Price
04/28/2021	107	0000800157	100624	FREIGHT (NO TAX)	17.00	Each	$25.00	$425.00
			108094	3000# SM MORTAR S	7.00	BAG	$124.00	$868.00
			109830	3000# COARSE GROUT	10.00	BAG	$120.00	$1,200.00
			SILO FEE	SILO FEE	17.00	Each	$2.00	$34.00
			100737	BULK BAG DEPOSIT	17.00	Each	$21.00	$357.00
			101084	CHARGEABLE PALLET SHIPPED	17.00	Each	$21.00	$357.00

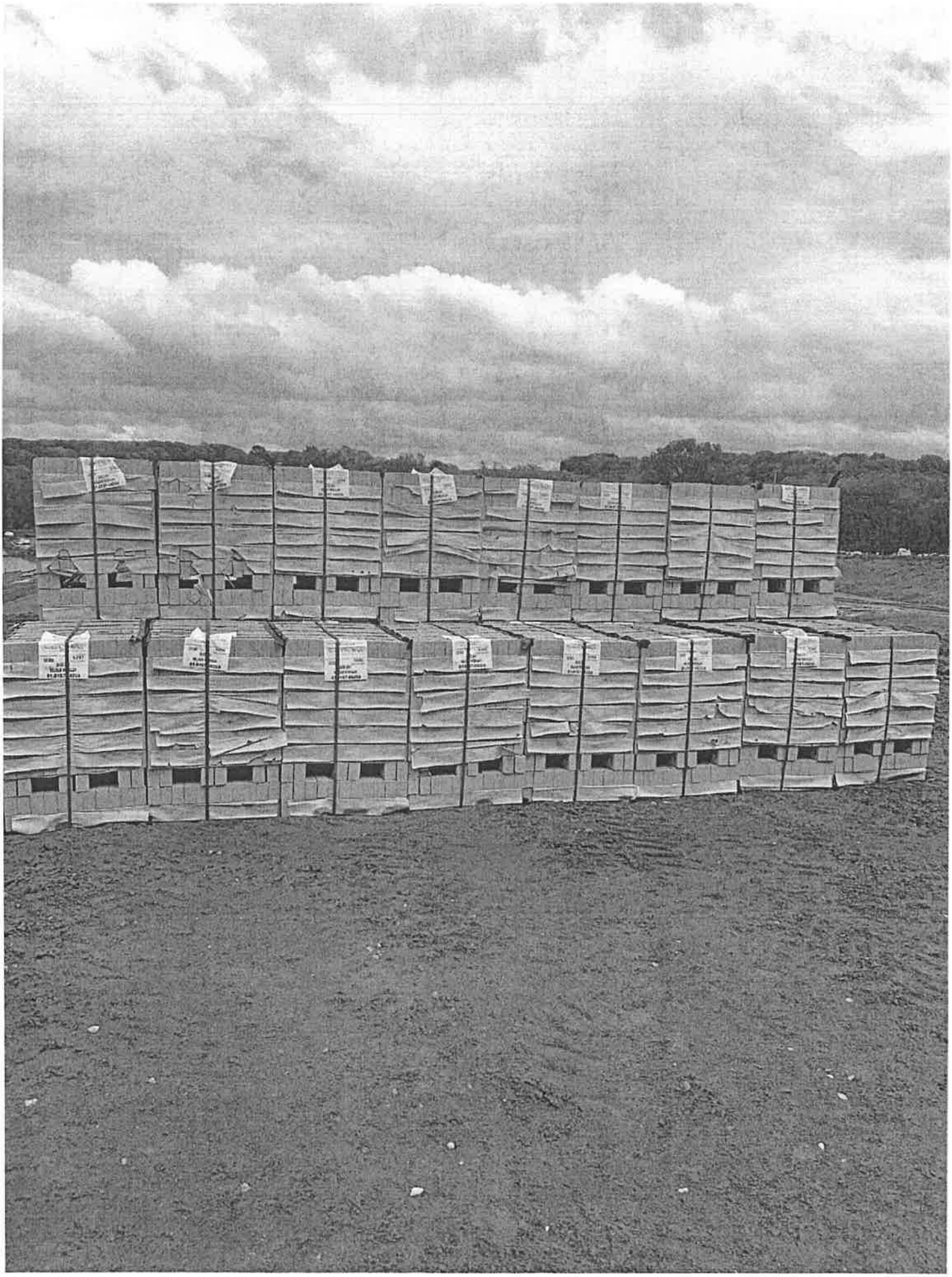
RECEIVED 04 1 6 2021

Subtotal:	$3,241.00
Tax:	$0.00
Total:	**$3,241.00**

5/20

0008:0010







Line # 072

WESTECH

WESTECH ENGINEERING, INC.
P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068
Tel: (801) 265-1000
Fax 801-265-1080
AR@Westech-inc.com

INVOICE

Invoice No.: 79334
Invoice Date: 12/01/20
Customer P.O. No.: 79320-005
Customer Job No.:

Job ID: 24109A -
Job Name: INDIANOLA WATER
Customer Account No.: AUG010
Payment Terms: NET 45 DAYS

Bill to: AUGUST WINTER & SONS INC
AP@AUGUSTWINTER.COM
2323 NORTH ROEMER ROAD
P.O. BOX 1896
APPLETON, WI 54912
UNITED STATES OF AMERICA

Ship to: INDIANOLA WWTP
1120 GRIMES STREET
INDIANOLA, IA 50125
UNITED STATES OF AMERICA

VES

Qty	Item No.	Description	Unit Price	Net Amount
		OXYSTREAM SYSTEMS		
0.1		10% FOR SUBMITTALS 75HP OXYSTREAM AERATORS	$540,888.00	$54,088.80
		IA SALES TAX EXEMPTION ON FILE		

VIA ELECTRONIC TRANSFER
WESTECH ENGINEERING, INC
C/O WELLS FARGO BANK
SALT LAKE CITY, UTAH 84111

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBIUS6S

Subtotal: $54,088.80

Taxes:

Total: US DOLLARS $54,088.80

All accounts not paid after invoice due date will be charged a finance charge of 1 1/2% per month which is an annual rate of 18%.
Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court cost incurred in case of default in compliance with terms.
Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

STORED

Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 26161

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896

Ship To: **Indianola WWTP**
C/O August Winter & Sons
1120 Grimes Street
INDIANOLA, IA 50125

Trumbull-Indianola

Date	P.O. Number	Ship Via	Terms
12/15/20	79320-018	FFA	Net 30

Quantity Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
2	2			12" MUD VALVE Trumbull Mud Valve, Stainless Steel Non-rising stem, resilient seat, Tye 304 Stainless Steel, stainless steel stem extension with Stem Guides (as needed) with Bronze Bushings, 36" Stainless Steel Indicating Floor Stand Pedestal, Stainless Steel Wall Bracket for Floor Stand. TAG: MV-3270, 71	6011.00	12022.00
1	1			4" MUD VALVE WITH STEM GUIDES Trumbull Mud Valve, Stainless Steel Non-rising stem, resilient seat, Tye 304 Stainless Steel, stainless steel stem extension with Stem Guides (as needed) with Bronze Bushings, 36" Stainless Steel Indicating Floor Stand Pedestal, Stainless Steel Wall Bracket for Floor Stand. One valve with 12'-0" stem extension TAG: MV-4219	3744.00	3744.00
1	1			4" MUD VALVE NO STEM GUIDE Trumbull Mud Valve, Stainless Steel Non-rising stem, resilient seat, Tye 304 Stainless Steel, stainless steel stem extension with Stem Guides (as needed) with Bronze Bushings, 36" Stainless Steel Indicating Floor Stand Pedestal, Stainless Steel Wall Bracket for Floor Stand. one (1) stem guide, One Valve with 6'-0" stem extension (no guide needed). TAG: MV-4220	3744.00	3744.00

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 26161

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896

Ship To: **Indianola WWTP**
C/O August Winter & Sons
1120 Grimes Street
INDIANOLA, IA 50125

Trumbull-Indianola

Date	P.O. Number	Ship Via	Terms
12/15/20	79320-018	FFA	Net 30

Quantity Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
1	1			12" MUD VALVE 26" STEM GUIDE Trumbull Mud Valve, Stainless Steel Non-rising stem, resilient seat, Tye 304 Stainless Steel, stainless steel stem extension with Stem Guides (as needed) with Bronze Bushings, 36" Stainless Steel Indicating Floor Stand Pedestal, Stainless Steel Wall Bracket for Floor Stand. 2"-26" Stem Guide TAG: MV-5224	7476.00	7476.00
1	1			12" MUD VALVE 36" STEM GUIDE Trumbull Mud Valve, Stainless Steel Non-rising stem, resilient seat, Tye 304 Stainless Steel, stainless steel stem extension with Stem Guides (as needed) with Bronze Bushings, 36" Stainless Steel Indicating Floor Stand Pedestal, Stainless Steel Wall Bracket for Floor Stand. 2"-36" Stem Guide TAG: MV-5234	7476.00	7476.00

Invoice subtotal	34462.00
Invoice total	34462.00

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 26684

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896

Ship To: **Indianola WWTP**
C/O August Winter & Sons
1120 Grimes Street
INDIANOLA, IA 50125

Latanick-Indianola

Date	P.O. Number	Ship Via	Terms
03/31/21	79320-018	FFA	Net 30

Quantity Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
2	2			6" Rack & Pinion Telescoping Valve Latanick Nom 6" Rack & Pinion WATT Telescoping Valve, 5' travel, 14" diameter handwheel and gearbox anodized aluminum, 304 stainless steel standard floorstand (3"sch10x36" tall), locking device, lifting rod, bail, slip pipe (5.563"OD) and fasteners Steel rack and pinion gear, Clear pvc rack cover with aluminum scale, Stainless Steel companion flange with neoprene gasket, 10" diameter funnel stainless steel, with aluminum scum baffles 3 year warranty against defects in material and workmanship. TAG: TV5521,31	2801.00	5602.00

Line 18

Invoice subtotal	5602.00
Invoice total	5602.00

Past due invoices will be subject to a service charge of 1.5% per month.

- Line # 089 stolen

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317
(952) 941-2678
FAX (952) 941-0796
acct@vessco.com

INVOICE

83246

Date 04/30/21

Terms Net 30

Bill To: Accounts Payable
AUGUST WINTER & SONS, INC.
P.O. BOX 1896
APPLETON, WI 54911

Order #	54615	Ordered	02/27/20
Cust Account #	15084	Job #	202010
Cust PO #	79230-007		
Ship Via	BEST	Shipped	04/30/21
FOB	SHIPPING POINT	Rep	820

TAX ID EX

Ship To:
ERIC LEBLANC
AUGUST WINTER & SONS, INC.
C/O INDIANOLA WRRF
1120 GRIMES STREET
INDIANOLA , IA 50125

Email Invoice ap@augustwinter.com

Customer Phone (920) 739-8881

Item Num	Description	Order	Ship	B/O	Unit Price	Ext Price
Section	43 41 13 - Hydropneumatic Tank	1	1	0	0.00	0.00
999EQ	Pulsco Equipment Package	1	1	0	54,800.00	54,800.00

Line 089

PARTIAL PROJECT SHIPMENT.

Amount	54,800.00
Tax	0.00
Freight	**0.00**
TOTAL	**54,800.00**

Line # 091

WESTECH

WESTECH ENGINEERING, INC.
P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068
Tel: (801) 265-1000
Fax: 801-265-1080
AR@Westech-inc.com

Invoice No.: 78788
Invoice Date: 10/23/20
Customer P.O. No.: 79320-005
Customer Job No.:

Job ID: 24109B -
Job Name: INDIANOLA WATER
Customer Account No.: AUG010
Payment Terms: NET 45 DAYS

INVOICE

Bill to: AUGUST WINTER & SONS INC
AP@AUGUSTWINTER.COM
2323 NORTH ROEMER ROAD
P.O. BOX 1896
APPLETON, WI 54912
UNITED STATES OF AMERICA

Ship to: INDIANOLA WWTP
1120 GRIMES STREET
INDIANOLA, IA 50125
UNITED STATES OF AMERICA

VES

Qty	Item No.	Description	Unit Price	Net Amount
		THREE (3) SECONDARY CLARIFIERS COPC2G		
1		10% ON SUBMITTALS ACCEPTANCE	$35,494.30	$35,494.30
		WI-SALES EXEMPTION ON FILE		

VIA ELECTRONIC TRANSFER
WESTECH ENGINEERING, INC
C/O WELLS FARGO BANK
SALT LAKE CITY, UTAH 84111

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBIUS6S

Subtotal: $35,494.30
Taxes:
Total: US DOLLARS $35,494.30

All accounts not paid after invoice due date will be charged a finance charge of 1 1/2% per month which is an annual rate of 18%.
Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court cost incurred in case of default in compliance with terms.
Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.

Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 25787

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896

Ship To: **Indianola WWTP**
C O August Winter & Sons
1120 Grimes Street
INDIANOLA, IA 50125

ARI-Indianola

Date	P.O. Number	Ship Via	Terms
10/05/20	79320-018	FFA	Net 30

Quantity Required	Quantity Shipped	B.O	Item Number	Description	Unit Price	Amount
6	6			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION, WITH ONE-WAY OUT. P/N: D26TSSNS02AIS*WITH THROTTLING DEVICE (NON-SLAM ATTACHMENT). Inlet isolation valve not included- by others TAG CAV-2161,62,62 CAV-2171,72,73	4789.00	28734 00
6	6			Throttling device non slam attachment	0.00	0.00
1	1			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION. P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others TAG: CAV-2164	4754.00	4754.00
1	1			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION, P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others TAG. CAV-2174	4754.00	4754.00
2	2			2" CAV	4754.00	9508 00

HEADWORKS Line 012

HEADWORKS Line 012

HEADWORKS Line 012

Line 064

Past due invoices will be subject to a service charge of 1.5% per month.

CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	N898447
Invoice Date	4/26/21
Account #	137186
Sales Rep	SHANEL TRAVER
Phone #	515-986-4000
Branch #223	Grimes, IA
Total Amount Due	$23,368.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

000/0000
00000

Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/17/21	4/16/21	79320-009	INDIANOLA WWTP	79320		DIRECT	N898447

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CORE & MAIN PO#- 0253446						
/19216470103	24"X3'0" FXF DIP C/L AIS TAG: 270-01	1	1		2502.00000	EA	2,502.00
/19216470110	18"X1'9" FXF DIP C/L AIS TAG: 270-02 & 270-03	2	2		1558.00000	EA	3,116.00
/19216470112	18"X14'5-3/4" FXF C/L AIS TAG: 270-05	1	1		2945.00000	EA	2,945.00
/19216470117	18"X4'1-1/4" FXF C/L AIS TAG: 270-06	1	1		1850.00000	EA	1,850.00
/19216470119	18"X3'7-1/2" FXF C/L AIS TAG: 270-08	1	1		1772.00000	EA	1,772.00
/19216470121	18"X3'7" FXF C/L AIS TAG:270-09	1	1		1772.00000	EA	1,772.00
/19216470132	6"X0'10" FXF C/L AIS TAG:270-10,270-11,270-12, 270-13, 270-14 & 270-15	6	6		253.00000	EA	1,518.00
/19216470133	6X1'5-5/8 FXF C/L AIS TAG: 270-16, 270-17, 270-18 270-19, 270-20, 270-21, 270-22 270-23	8	8		268.00000	EA	2,144.00
/19216470146	6"X4'7-3/4 FXF C/L AIS TAG:270-24 & 270-25	2	2		373.00000	EA	746.00
/19216470147	6"X1'6 FXF C/L AIS TAG: 270-26 & 270-27	2	2		268.00000	EA	536.00
/19216470148	12X0'8" FXF C/L AIS TAG: 270-28	1	1		727.00000	EA	727.00

Lint - 064

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CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	N898447
Invoice Date	4/26/21
Account #	137186
Sales Rep	SHANEL TRAVER
Phone #	515-986-4000
Branch #223	Grimes, IA
Total Amount Due	$23,368.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/17/21	4/16/21	79320-009	INDIANOLA WWTP	79320		DIRECT	N898447

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
/19216470149	12X3-3/4" FILLER FLANGE TAG: 270-29 3PC WITH GSKT	1	1		1700.00000	EA	1,700.00
/19216470153	18"X3'5-1/2" FXF C/L AIS TAG:270-30	1	1		1772.00000	EA	1,772.00
/19216470154	6"X1'0-7/8" FXF C/L AIS TAG:270-31 ALL ITEMS ARE C/L. TENEMEC N140 EXTERIOR PRIMED & AIS	1	1		268.00000	EA	268.00

Line 064

Freight	Delivery	Handling	Restock	Misc		
					Subtotal:	23,368.00
					Other:	.00
					Tax:	.00
					Invoice Total:	$23,368.00

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	N954556
Invoice Date	4/29/21
Account #	137186
Sales Rep	SHANEL TRAVER
Phone #	515-986-4000
Branch #223	Grimes, IA
Total Amount Due	$8,636.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/26/21	4/28/21	79320-009	INDIANOLA WWTP	79320		WILL CALL	N954556

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
/19216482489	6"X4'4-1/4" FXF C/L AIS TAG 270-32 & 270-33	2	2		358.00000	EA	716.00
/19216482490	6"X2'0" FXF C/L AIS TAG:270-34	1	1		283.00000	EA	283.00
/19216482491	6"X4'0" FXF C/L AIS TAG:270-35	1	1		343.00000	EA	343.00
/19216482492	6"X0'7-5/8" FXF C/L AIS TAG 270-36, 270-37 & 270-38	3	3		253.00000	EA	759.00
/19216482493	6"X0'8-5/8" FXF C/L AIS TAG 270-39, 270-40 & 270-41	3	3		253.00000	EA	759.00
/19216482494	6"X1'5" FXF C/L AIS TAG:270-42	1	1		268.00000	EA	268.00
/19216482518	6"X1'4-1/2" FXF C/L AIS TAG: 270-43	1	1		268.00000	EA	268.00
/19216482519	6"X0'7-1/8" FXF C/L AIS TAG: 270-44	1	1		253.00000	EA	253.00
/19216482520	6"X4'5" FXF 1" TAP 12" FROM END C/L AIS TAG:270-46 270-47	2	2		415.00000	EA	830.00
/19216482521	6"X10'3-1/4" FXF C/L AIS TAG: 270-48 & 270-49	2	2		550.00000	EA	1,100.00
/19216482547	6"X0'4-3/4" FXF C/L AIS TAG: 270-50 & 270-51	2	2		253.00000	EA	506.00
/19216482548	6"X5'7-1/2" FXF C/L AIS TAG: 270-52 & 270-53	2	2		404.00000	EA	808.00
/19216482549	6"X2'5-1/4" FXF C/L AIS TAG:270-54	1	1		298.00000	EA	298.00
/19216482550	6"X2'0" FXF C/L AIS TAG:270-55	1	1		283.00000	EA	283.00

Line 064

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CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	N954556
Invoice Date	4/29/21
Account #	137186
Sales Rep	SHANEL TRAVER
Phone #	515-986-4000
Branch #223	Grimes, IA
Total Amount Due	$8,636.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/26/21	4/28/21	79320-009	INDIANOLA WWTP	79320		WILL CALL	N954556

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
/19216482551	6"X2'0-3/8" FXF C/L AIS TAG:270-56	1	1		298.00000	EA	298.00
/19216482556	6"X2'9-3/4" FXF C/L AIS TAG:270-57	1	1		313.00000	EA	313.00
/19216482557	6"X2'5-1/2" FXF C/L AIS TAG:270-58	1	1		298.00000	EA	298.00
/19216487280	6"X0'07-5/8" FXF C/L AIS TAG: 270-45	1	1		253.00000	EA	253.00

Line 064

Freight	Delivery	Handling	Restock	Misc		
					Subtotal:	8,636.00
					Other:	.00
					Tax:	.00
					Invoice Total:	$8,636.00

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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CORE&MAIN

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	0044613
Invoice Date	4/29/21
Account #	137186
Sales Rep	SHANEL TRAVER
Phone #	515-986-4000
Branch #223	Grimes, IA
Total Amount Due	$7,298.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/12/21	4/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0044613

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
24T18T180FPR	18 FLG TEE C110 PR USA	1	1		4679.00000	EA	4,679.00
24T18T120FPR	18X12 FLG TEE C110 PR USA	2		2	3451.00000	EA	.00
24T18R08F	18X8 FLG RED C110 USA	2		2	1482.00000	EA	.00
24T12R08FPR	12X8 FLG RED C110 PR USA	2	2		617.00000	EA	1,234.00
24T12T060FPR	12X6 FLG TEE C110 PR USA	2	2		517.00000	EA	1,034.00
24T089FPR	8 FLG 90 C110 PR USA	2		2	353.00000	EA	.00
24T069FLPR	6 FLG L/R 90 C110 PR USA	1	1		351.00000	EA	351.00
/20016503227	6 FLG FLARE C110 PR USA	1		1	238.00000	EA	.00
FAOC	FAOC	1		1	.01000	EA	.00

Line 064

Freight	Delivery	Handling	Restock	Misc		
					Subtotal:	7,298.00
					Other:	.00
					Tax:	.00
					Invoice Total:	$7,298.00

Terms: NET 30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs. IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 25787

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON. WI 54912-1896

Ship To **Indianola WWTP**
C O August Winter & Sons
1120 Grimes Street
INDIANOLA. IA 50125

ARI-Indianola

Date	P.O. Number	Ship Via	Terms
10/05/20	79320-018	FFA	Net 30

Required	Quantity Shipped	B.O	Item Number	Description	Unit Price	Amount
				ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION. P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others TAG: CAV-2759, CAV-2769		
1	1			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION. P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others TAG: CAV-3540	4754.00	4754.00
5	5			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION. P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others TAG: CAV-4255, 56 CAV-4257, 58 CAV-4259	4754.00	23770.00
1	1			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION. P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others	4754.00	4754.00

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.
3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTE
Invoice No.: 25787

Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896

Ship To: **Indianola WWTP**
C O August Winter & Sons
1120 Grimes Street
INDIANOLA, IA 50125

ARI-Indianola

Date	P.O. Number	Ship Via	Terms
10/05/20	79320-018	FFA	Net 30

Required	Quantity Shipped	B.O	Item Number	Description	Unit Price	Amount
				TAG: CAV-5529		
1	1			2" CAV ARI 2" D26 *AIS COMPLIANT* COMBINATION AIR VALVE, STAINLESS STEEL BODY, 2" MALE NPT CONNECTION, P/N: D26TSS02AIS (2" size minimum- pipe reduction by others)Inlet isolation valve not included- by others	4754.00 Line 129	4754.00
				TAG. Spare		
18	18			cam lock connections for all valves per the submittal requirements	0.00	0.00
10	10			backflush attachments per the submittall requirements	0.00	0.00

Invoice subtotal	85782.00
Invoice total	85782.00

Past due invoices will be subject to a service charge of 1.5% per month.

JETCO

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
5/17/2021	16352

Bill To	Ship To
PRICE INDUSTRIAL ELECTRIC 405 N. TROY ROAD ROBINS, IA 52328-9633	Indianola WRRF

P.O. Number	Terms	Ship/Service	Via	F.O.B.	Project
200382-505-16298-JJ	NET 30	5/17/2021	BEST WAY	ALTOONA	2215C Indianola WRRF

Quantity	Price Each	Description	Amount
1	154,735.00	Electrical Gear	154,735.00

Phone # 515-967-5874 E-mail jetcoinfo@jetcoelectric.com

Total $154,735.00

Standard Status Report

Job Name: INDIANOLA WRRF

) Num: LDM0025319
ıst: VAN METER INC URBANDALE IA
O. Num: S011074595

Proj Engineer: Kenan Fox (828-651-0829)
Proj Coordinator: Kimberly Congdon (828-651-0856)

Report Run Date: 5/17/2021

:GEND
atus: H = Hold, I = Invoiced, X = Canceled, O = Open (release for mfg.), S = Shipped, B= Backorder/Built to Order

Equipment Delivered and Invoiced 4/21/2021 Inv 16267
Equipment Delivered and Invoiced 5/17/2021 Inv 16352

						Manufacturing and Shipping Information								
ɐm	Suffix	Status	Qty	Description	Designation	Released for Mfg	Date Schd	Date Changed	Date ReSched	Date Shipped	Carrier	Pro #	Invoice #
	EEK	I	1	ESS STUDY-BIDMANAGER		11/18/20	04/30/21		04/30/21	02/10/21			55969836
:	SUS	I	1	PRLC SWITCHBOARD	MDS-1005	01/26/21	04/12/21	03/03/21	04/19/21	04/09/21	USF HOLLAND MOTOR	10953182595	56424918
	SUS	I	1	PRLC SWITCHBOARD	MSB-1003	01/26/21	04/09/21	03/17/21	05/14/21	05/03/21	USF HOLLAND MOTOR	10953183792	56622220
.	FVC	I	1	FREEDOM MCC	MCC-10	01/29/21	04/09/21	03/30/21	05/07/21	04/13/21	ROADWAY EXPRESS	601026126X	56447991
;	FVC	D	1	FREEDOM MCC	MCC-21	04/19/21	07/23/21		07/23/21				
;	FVC	O	1	FREEDOM MCC	MCC-23	02/10/21	04/30/21	02/25/21	05/21/21				
'	FVC	I	1	FREEDOM MCC	MCC-27	01/29/21	04/09/21	02/18/21	04/16/21	04/13/21	ROADWAY EXPRESS	601026126X	56447992
;	FVC	H	1	FREEDOM MCC	MCC-35								
)	FVC	O	1	FREEDOM MCC	MCC-42	02/10/21	04/30/21	02/25/21	05/21/21				
)	FVC	D	1	FREEDOM MCC	MCC-55	04/23/21	07/30/21		07/30/21				
	FVC	D	1	FREEDOM MCC	MCC-57	03/10/21	05/21/21	03/30/21	06/04/21				
:B	Q45	I	1	EZB2072R	P12	02/12/21	03/12/21		03/12/21	03/10/21	DA063./DAYTON FREIGH	00019196115 - 1	56187572
:I	SUP	I	1	POW-R-LINE 2A PANELBOARD	P12	02/12/21	03/29/21		03/15/21	03/18/21	PGT	0132602563	56242389
:T	SUP	I	1	EZT2072S,TRIM,EZ,SURFACE	P12	02/12/21	03/29/21		03/15/21	03/15/21	PGT	0132600357 - 1	56214286
:B	Q45	I	1	EZB2060R	L12A	02/12/21	03/12/21		03/12/21	03/10/21	DA063./DAYTON FREIGH	00019196115 - 1	56187572
:I	SUP	I	1	POW-R-LINE 1A PANELBOARD	L12A	02/12/21	04/12/21		03/10/21	03/08/21	PGT	0132779569 - 1	56165907
:T	SUP	I	1	EZT2060S,TRIM,EZ,SURFACE	L12A	02/12/21	04/12/21		03/10/21	03/08/21	PGT	0132779569 - 1	56165907
:B	Q45	I	1	EZB2060R	L12A	02/12/21	03/12/21		03/12/21	03/10/21	DA063./DAYTON FREIGH	00019196115 - 1	56187572
:I	SUP	I	1	POW-R-LINE 1A PANELBOARD	L12A	02/12/21	04/12/21		03/10/21	03/08/21	PGT	0132779569 - 1	56165907
:T	SUP	I	1	EZT2060S,TRIM,EZ,SURFACE	L12A	02/12/21	04/12/21		03/10/21	03/08/21	PGT	0132779569 - 1	56165907
:B	Q45	I	1	EZB2042R	L12B	02/12/21	03/12/21		03/12/21	03/10/21	DA063./DAYTON FREIGH	00019196115 - 1	56187572
:I	SUP	I	1	POW-R-LINE 1A PANELBOARD	L12B	02/12/21	03/29/21		03/15/21	03/15/21	PGT	0132600357 - 1	56214286
:T	SUP	I	1	EZT2042S,TRIM,EZ,SURFACE	L12B	02/12/21	03/29/21		03/15/21	03/15/21	PGT	0132600357 - 1	56214286
	Q25	I	1	P48G11S1024CUBS64X	SPC-25	04/06/21	05/14/21		05/14/21	05/12/21	FW023385/FEDEX FREIG	5488416850	56702986
	W34	I	1	V48M28T7516CU	T12A	02/12/21	03/01/21	03/02/21	03/04/21	03/03/21	DAYTON FREIGHT LINES	00015820531	56133864
)	W45	I	1	LKS2	T12A	02/12/21	03/01/21		03/01/21	03/03/21	UPS	1Z6X040R0372200901 - 1	56135967
)	W34	I	1	V48M28T3016CU	T12B	02/12/21	03/01/21	03/02/21	03/08/21	03/05/21	FEDEX FREIGHT PRIORI	5324828681	56153259
	W45	I	1	LKS1	T12B	02/12/21	03/01/21		03/01/21	03/03/21	UPS	1Z6X040R0371970564 - 1	56135954

em	Suffix	Status	Qty	Description	Designation	Manufacturing and Shipping Information							
						Released for Mfg	Date Schd	Date Changed	Date ReSched	Date Shipped	Carrier	Pro #	Invoice #
	FEC	I	2	ECC04C8A3A-P49S3	LC27A	04/06/21	04/20/21	05/06/21	05/14/21	05/14/21	FED EX GROUND	513355115287	56719406
	FEC	I	1	ECN2414CHB-R63/BP3A29	CS-EF-1206	02/22/21	03/05/21		03/05/21	02/26/21	UNITED PARCEL SERVIC	1Z609YE50353643030 - 1	56092799
	W34	I	2	DH361UWK	DS-CU1011	04/06/21	04/07/21		04/07/21	04/07/21	FEDEX EXPRESS PARCEL	926437814825	56053517
	W34	I	1	DH361UWK	DS-CU4291	04/19/21	05/03/21	04/30/21	05/04/21	05/04/21	FEDEX EXPRESS PARCEL	507012760110	56630781
	W34	I	1	DH362UWK	DS-CU1203	11/12/20				02/23/21	FEDEX EXPRESS PARCEL	926437816107	56057979
	W34	H	1	DH361FDK	DS-MCP3589								
	W34	H	3	DH362UWK	DS-GP2331								
	W34	H	3	DH363UDK	DS-RWP2141								
	W34	H	3	DS200EK1	DS-RWP2141								
	W34	H	6	DH364UDK	DS-RWP2151								
	W34	H	6	DS200EK1	DS-RWP2151								
	W34	H	4	DH364UWK	DS-MA3204								
	W34	H	4	DS200EK1	DS-MA3204								
	W34	I	3	DH362UWK	DS-PEW4211	04/19/21	05/03/21	04/30/21	05/04/21	05/04/21	FEDEX EXPRESS PARCEL	507012760121	56630781
	W34	H	3	DS200EK1	DS-PEW4211								
	W34	H	5	DH362UWK	DS-SP5510								
	W34	H	5	DS200EK1	DS-SP5510								
	W34	H	2	DH361UWK	DS-D3801								
	STT	I	1	SNEHD3100L	SECONDARY OF T12B	02/12/21	03/03/21		03/03/21	03/03/21	UPS	1Z6XW9660351663171 - 1	56128376
	W34	I	8	BAB1020	SPC-25/PANEL L25	05/03/21	05/04/21	05/04/21	05/13/21	05/10/21	FEDEX EXPRESS PARCEL	510733229787	56678553
	W34	I	1	BAB1015	SPC-25/PANEL L25	05/03/21	05/05/21		05/05/21	05/05/21	FEDEX EXPRESS PARCEL	510733153300	56642609
	W34	I	1	QBGFT1020	SPC-25/PANEL L25	05/03/21	05/04/21	05/04/21	05/06/21	05/05/21	FEDEX EXPRESS PARCEL	510733165635	56649032
	FEC	I	2	ECC04C8A3A-P49S3	LC12A/LC12B	02/18/21	02/26/21		02/26/21	02/26/21	UNITED PARCEL SERVIC	1Z609YE50353643030 - 2	56092799
	FEC	H	2	ECC04C8A3A-P49S3	LC55A								
	FEC	D	1	ECC04C8A3A-P49S3	LC57A	04/19/21	05/14/21	05/12/21	06/02/21				
	FEC	O	4	ECC04C8A3A-P49S3	LC10A	04/06/21	04/20/21	05/12/21	05/21/21				
	FEC	I	2	ECC04C8A3A-P49S3	LC23A	04/19/21	05/07/21		05/07/21	05/04/21	FED EX GROUND	510665038150	56626565
	FEC	I	2	ECC04C8A3A-P49S3	LC42A	04/19/21	05/09/21		05/09/21	05/04/21	FED EX GROUND	510665037885	56626564
	FEC	H	2	ECC04C8A3A-P49S3	LC21A								
	FEC	H	1	ECC04C8A3A-P49S3	LC35A								
	W34	H	2	DH361UWK	DS-CU2193								
	W34	H	1	DH362UWK	DS-CU3586								
	W34	H	1	DH361UWK	DS-CU3588								
	W34	H	1	DH361FDK	DS-MCP2104								
	W34	I	2	DH361UWK	DS-GU2312	04/19/21	05/03/21	04/30/21	05/04/21	05/04/21	FEDEX EXPRESS PARCEL	507012760165	56630781
	W34	H	1	DH361UWK	DS-D3802								

Additional Electricl Gear (Non-Eaton)		
y	Description	Status
	TCI Harmonic Filter	Delivered

em	Suffix	Status	Qty	Description	Designation	Manufacturing and Shipping Information							
						Released for Mfg	Date Schd	Date Changed	Date ReSched	Date Shipped	Carrier	Pro #	Invoice #

INVOICE

PO BOX 227
SPRING VALLEY, MN 55975
P: (877)470-4263 • F: (507)282-6361

Client # 1707216157
RIVERVIEW CONSTRUCTION
3023 BIRCH AVE
RICHLAND, IA 52585

Job # 2103178811
03/17/21 INDIANOLA WRRF
10939 GRIMES ST
RIVERVIEW CONSTRUCTION
INDIANOLA, IA 50125

Invoice date: 05/18/2021
Purchase order: INDIANOLA WRRF

Sold By: 13

Invoice #**L5H8366-01**

****** *Phase: FAB SHOP-1* ******

Work Area	*Material*	*Part #*	*Qty*	*Price*	*Extn*
FIBERGLASS INSULATION	R-25 Unfaced Admin & Vehicle Storage 36.00 " x 40'00"		4.00		
FIBERGLASS INSULATION	R-25 Unfaced Admin & Vehicle Storage 45.00 " x 40'00"		31.00		
FIBERGLASS INSULATION	R-25 Unfaced Admin & Vehicle Storage 60.00 " x 40'00"		24.00		
FIBERGLASS INSULATION	R-25 Unfaced Electrical Service 36.00 " x 40'00"		1.00		
FIBERGLASS INSULATION	R-25 Unfaced Electrical Service 31.00 " x 40'00"		4.00		
FIBERGLASS INSULATION	R-25 Unfaced Peak Flow Bldg 36.00 " x 40'00"		3.00		
FIBERGLASS INSULATION	R-25 Unfaced Peak Flow Bldg 55.00 " x 40'00"		17.00		
FIBERGLASS INSULATION	R-25 Unfaced Peak Flow Bldg 52.00 " x 40'00"		5.00		
FIBERGLASS INSULATION	R-13 Unfaced All Bldgs 72.00 " x 75'00"		2.00		
FIBERGLASS INSULATION	R-13 Unfaced All Bldgs 72.00 " x 75'00"		32.00		
FIBERGLASS INSULATION	R-30 Unfaced All Bldgs 72.00 " x 35'00"		1.00		
FIBERGLASS INSULATION	R-30 Unfaced All Bldgs 72.00 " x 35'00"		40.00		
FIBERGLASS INSULATION	MBSL/EC by SS Services included		1.00		
FIBERGLASS INSULATION	100' Roll Insuhold (SXC)		26.00		
FIBERGLASS INSULATION	1/8" x 2" x 75' Thermal break tape (1718-V984) (SXC)	1718-V984	50.00		
****** *Phase: BACKORDER* ******					
FIBERGLASS INSULATION	R-30 Unfaced All Bldgs 72.00 " x 35'00"		20.00		

Subtotal:	**29679.61**
Sales Tax @ 0.0000%:	**0.00**
Total Price:	**29679.61**

Your terms are Net 30 days. Payment is due 30 days from receipt of invoice.

Thank you for choosing AMD Distribution! 1.5% MONTHLY SERVICE CHARGE ON PAST DUE CHARGES.

Information

Subject

Resolution approving Amendment Number 2 to a Professional Services Agreement with Bolton and Menk, Inc. for engineering services for the Square Reconstruction Project.

Information

Attachments

Streetscape Memorandum

Amendment

Resolution Approving Amendment

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving amendment number 2 to a professional services agreement with Bolton and Menk, Inc. for engineering services for the Downtown Square Reconstruction Project.

As the City Council is aware, at its meeting on May 18, 2020, a contract with Bolton and Menk, Inc. was authorized for engineering, design and construction phase services related to the Downtown Square Reconstruction project. Additional project requirements have been added to the project over the last six (6) months.

A summary of the change in scope is listed below:

- Additional time for construction administration and observation for expanded construction schedule. This is being done to facilitate the increase in timeframe of the project where the contractor will have until 2022 to get the street side construction done, but an extra year (until 2023) to have all the alley construction completed.
- Subcontracting a material testing company. This includes testing of new concrete, rock gradations, and utility trench and subbase compactions to assure the construction is complying with the approved specifications.
- Additional construction survey for expanded project scope. With the increase in grant funding through SRF, additional surveying was required.
- Additional design scope that includes the following:
  - Electrical design for the Square that includes event power and street lighting
  - Additional survey time for platting and right-of-way acquisition. As no survey was done to the right-of-way/property lines of the County's property, this was required to identify actual property line and right-of-way location.
  - Additional time for IMU coordination. The project was increased in scope due to additional grant funding, which required additional time for coordination with IMU.
  - Additional time for Warren County coordination. As the Council is aware, the City and County worked through various coordination items on this project beginning in the late summer of 2020 and through the early part of 2021.

- Additional design for the west and south parking lots. With the increase in grant funding that was received, the City was able to add in the reconstruction of the west and south public parking lots as part of this project. Currently, the City is utilizing $1.5 Million of the available $1.7 Million, and will work to recoup the increase engineering costs through remaining eligible grant funding.

This amendment brings the total engineering services contract $932,200. This would bring the total cost of engineering for the project to approximately 11% of the cost of construction. This is below industry average for a project this size where services are estimated to 15% to 18% of construction cost.

Staff is recommending Council approve Amendment No. 2 to the agreement with Bolton and Menk, Inc. as presented. I will attend the June 21 Council meeting if you have any questions.

AMENDMENT No. 2
TO THE AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT made and entered into this 21st day of JUNE, 2021, by and between the CITY OF INDIANOLA, a municipal corporation, hereinafter referred to as "CLIENT", and Bolton & Menk, Inc., (Fed. I.D. #41-0832249), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "CONSULTANT" as follows, hereby amends the original Agreement dated 21st MAY, 2020:

1. SCOPE OF SERVICES
   Services as described in the Agreement for the DOWNTOWN SQUARE STREETSCAPE, Exhibit 1 Scope of Services are amended as follows:
   Task 1
   - Expand project area outside of the Downtown Square to include 3 city owned parking lots, Northwest, west and south of the square, for all design activities including:
     - Topographic survey
     - Stormwater design
     - Watermain
     - Sanitary sewer
     - Pavement and markings
   - Add Electrical design subcontractor for electrical power facilities around the Downtown Square for event and street lighting improvements
   - Coordination with the IMU on electrical and fiber relocations in the project area.
   - Additional coordination and revisions for ROW acquisition activities with the County including:
     - Research to establish property corners.
     - Coordination with County entities on acquisition
     - Fieldwork to establish and then modify property corner locations.
     - Additional revisions to plat acquisition documents
     - Development on temporary easement documents
   - Add temporary traffic control design for Highway 92 & Buxton Street including
     - Coordination with one-way to two-way conversion
     - Coordination of Mailbox relocation for USPS
     - Coordination and permitting with Iowa DOT
     - Bidding as Division 2 in bid package

   Task 2
   - Additional time construction administration and observation for project for an additional 32 weeks due to project construction schedule expansion
   - Addition of materials testing subcontractor.
   - Additional construction survey activities.

2. SCHEDULE
   The schedule as described in the Agreement, Exhibit 1 Project Schedule are amended as follows:
   - Extend project schedule for a construction completion of October 2023.

3. COMPENSATION
   In consideration of the additional professional services provided, the CLIENT agrees to pay the CONSULTANT the additional fee to increase the original fee NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement.

Task No.	**Task Description**	**Original Fee**	Amendment #1	Amendment #2	**Total Fee**
I	Basic Services of the Consultant	$ 300,000.00	$ 70,000.00	$ 63,900.00	$ 433,900.00
II	Resident Consultant Services	$ 240,000.00	--	$ 242,300.00	$ 482,300.00
III	Subconsultant Services	$ 16,000.00	--	--	$ 16,000.00
	Total	$ 556,000.00	$ 70,000.00	$306,200.00	$ 932,200.00

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the CLIENT and CONSULTANT, as executed on the date written above.

BOLTON & MENK, INC.

BY: 

Matthew Ferrier, Iowa Work Group Leader

CITY OF INDIANOLA

BY: _____

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AMENDMENT NUMBER 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH BOLTON AND MENK, INC. FOR ENGINEERING SERVICES FOR THE SQUARE RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Indianola, Iowa, has heretofore deemed it necessary and desirable to approve a Professional Services Agreement with Bolton and Menk, Inc. for engineering services to implement the Square Master (streetscape) Plan; and,

WHEREAS, on May 18, 2020, the City Council of the City of Indianola, Iowa, authorized the execution of a Professional Services Agreement with Bolton and Menk, Inc., by Resolution No. 2020-108, for the aforementioned project; and,

WHEREAS, additional project requirements have been added to the project over the last six (6) months; and

WHEREAS, Bolton and Menk, Inc. has submitted Amendment No. 2 to the Professional Services Agreement for the project in the amount of $306,200.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that Amendment No. 2 to the Professional Services Agreement with Bolton and Menk, Inc. for engineering services for the Square Reconstruction Project for increases in scope for the project in the amount of $306,200, bringing the total contract amount from $626,000 to $932,200, is approved and the Mayor is authorized to execute all necessary documents associated with the project.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Resolution approving a Professional Services Agreement with Schneider Geospatial, LLC. For Geo Permits Portal Development, Hosting and Maintenance.

Information

Attachments

Memorandum on Software Program
Professional Services Agreement
Resolution Approving Agreement

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving a professional services agreement with Schneider Geospatial, LLC. for GeoPermits Portal Development, Hosting and Maintenance.

At its meeting on June 21, the City Council will consider a resolution approving a professional services agreement with Schneider Geospatial, LLC. for GeoPermits Portal Development, Hosting and Maintenance. As the Council is aware, the City is required by State law to create a residential rental inspection program once the City hits a population of 15,000. It is anticipated once the 2020 Census numbers are returned to the City, the population of the City will officially be more than 16,000.

To help assist in the creation of this program, and to help the City in tracking the nearly 2,000 rental units located inside the City, staff has been demoing various software programs to assist in the implementation of this program. Additionally, staff also anticipates such a program will be able to track building permits and code enforcement cases and will allow an online portal for applicants and property owners to be able to apply for permits online. Staff participated in demos for 10 different software programs, and recommends the Council approve a professional service agreement with Schneider Geospatial, LLC.

The agreement outlines expenditures over the next five (5) years. Year 1, which includes setup and hosting, is $36,180. Year 2 and 3 will be $6,060. Year 4 will be $6,360 and year 5 will be $6,528. This was a budgeted item for FY 21 and FY 22 (FY 21 will be transferred to FY22). This agreement has been reviewed by legal counsel.

I will attend the June 21 Council meeting if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **The City of Indianola, Iowa**, whose place of business is: PO Box 299, Indianola, IA 50125 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. GeoPermits Portal Development

Development of a web based **GeoPermits** portal. This site will include the following:

a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
d. Administrative interface for CLIENT workflow project setup and configuration.
   i. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
   ii. Create and edit unlimited number of stages for each workflow project.
   iii. Create and edit unlimited number of data entities for each stage.
   iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
   v. Modify stage sequencing.
   vi. Restrict visibility of workflow projects and stages to admin users only.
   vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
   viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
   ix. Clone project capability to create a new workflow project based on an existing workflow project.
   x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
   xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
   xii. Project Summary page with detailed outline of each workflow project.
   xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
e. Multiple supported data entity types for data entry forms, including the following:
   i. Short text box
   ii. Long text box (Comments)
   iii. Date
   iv. Document attachment (with file browser)
   v. Fee
   vi. Lookup (dropdown list)
   vii. Number
   viii. Static Labels
   ix. Checkbox, Radio Button
f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on Warren County's existing GIS map and aerial photography.
i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
   i. My Applications (in progress)
   ii. Applications Needing My Attention
   iii. Inspections to Schedule
   iv. Inspections to Complete

v. Contractor Registrations about to Expire

j. Integration with data on Warren County's existing **Beacon** online portal to utilize existing property and GIS data for permit processing, search, and report capabilities. This agreement assumes the CLIENT has acquired permission from Warren County, Iowa to use the data on Warren County's **Beacon** website and that Warren County, Iowa has an active **Beacon** core hosting agreement with Professional. Shared data elements are limited to PROFESSIONAL's existing Guidepost UPM data model.

k. Contractor Registration Interface
   i. Allows system users to register as a contractor with CLIENT.
   ii. Admin interface to setup contractor types and registration fees
   iii. Maintains a database of CLIENT's registered contractors, including the following information.
      1) Contractor Type
      2) Business Name
      3) Street Address
      4) City
      5) State
      6) Zip
      7) Contact Name
      8) Contact Title
      9) Contact Business Phone
      10) Contact Cell Phone
      11) Contact Email Address
      12) Company Web Address
      13) Status
      14) Registration length (in months)
      15) Effective Date
      16) Expiration Date
      17) Renewal Date
      18) Workers Comp. Expiration Date
      19) Bond Expiration Date
      20) Liability Insurance Expiration Date
      21) Registration Fee Payment status
      22) Notes
      23) Attached Documents

l. Included Services:
   i. Administrative account setup and deployment.
   ii. Four (4), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

m. **Payment Processor Integration**
PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with PROFESSIONAL's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid, and to return the end user to the **GeoPermits** website.

n. **Standard Service Package**
   i. Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
   ii. Bi-weekly remote management of system at 2 days per month for the first 12 months of the hosting term
      1) Development and publication of workflows
      2) Respond to technical support questions from CLIENT's staff and public users
      3) Bi-weekly modification and update requests for workflows
   ii. Rental Inspection and Certification Workflow
      1) PROFESSIONAL will leverage Standard Service Package days to configure a Rental Inspection and Certification workflow, based on the CLIENT's defined and documented workflow activities, data entities, forms, conditions, user roles and responsibilities.

B. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain all of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party

software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **GeoPermits**

a. **One-time setup cost:** **$30,120**

Setup items:

Core Setup:	Included
Payment Processor Integration	Included (Waived)
Standard Service Package	Included
Subtotal	$31,740
Discount	-$1,620
Total	$30,120

b. **Annual Hosting:** **$6,060**

Hosting items:

Core Hosting:	Included
Map:	Included

B. **Payment Schedule**

Year 1	**July 1, 2021 – June 30, 2022:** (Setup: $30,120, Hosting: $6,060)	**$36,180**
Year 2	**July 1, 2022 – June 30, 2023:**	**$6,060**
Year 3	**July 1, 2023 – June 30, 2024:**	**$6,060**
Year 4	**July 1, 2024 – June 30, 2025:**	**$6,360**
Year 5	**July 1, 2025 – June 30, 2026:**	**$6,528**

C. **Project Schedule**

a. **Portal Development**

i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.
   1) Database connection information.
   2) Server name or IP address.
   3) Database name.
   4) User login information for read access.
   5) Data dictionary or schema, as available.

ii. Network paths to all file data sources.

iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.

iv. All information must be provided by the CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. **Portal Hosting and Maintenance**

i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.

ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

c. **Workflow Development**

i. Workflow configurations will be based on CLIENT's defined activities, data entities, forms, conditions, user roles and responsibilities. CLIENT must provide this information to PROFESSIONAL at the start of each workflow development project.

ii. CLIENT's workflows will be defined and configured to work within the existing capabilities of the GeoPermits software.

iii. In order to meet CLIENT's expected deadlines for live deployment of workflows, CLIENT agrees to provide timely responses to PROFESSIONAL's correspondence. CLIENT agrees to respond to PROFESSIONAL's request for information, testing, or feedback, within three (3) business days of the request.

iv. PROFESSIONAL will provide project status reports to CLIENT to indicate which workflow developments are on track to meet CLIENT's deadlines and which workflow developments are off-track or at risk of missing CLIENT's deadlines.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice/. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through June 30th, 2021.

PROFESSIONAL:	**CLIENT**:
Schneider Geospatial, LLC	City of Indianola, Iowa
By: _____	By: _____
Print: Jeff Corns, GISP	Print: _____
Title: President	Title: _____
Date: _____	Date: _____

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDER GEOSPATIAL, LLC. FOR GEOPERMITS PORTAL DEVELOPMENT, HOSTING AND MAINTENANCE

WHEREAS, the City is required by State law to create a residential rental inspection program once the City hits a population of 15,000; and

WHEREAS, it is anticipated once the 2020 Census numbers are returned to the City, the population of the City will officially be more than 16,000; and

WHEREAS, to help assist in the creation of this program, and to help the City in tracking the nearly 2,000 rental units located inside the City, staff demoed 10 different software programs to assist in the implementation of this program; and

WHEREAS, such a program will be able to track building permits and code enforcement cases and will allow an online portal for applicants and property owners to be able to apply for permits online; and

WHEREAS, Staff recommends the Council approve a Professional Services Agreement with Schneider Geospatial, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the Professional Services Agreement with Schneider Geospatial, LLC. for GeoPermits Portal Development, Hosting and Maintenance is hereby approved.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Resolution approving an agreement with Snyder and Associates for the West Boston Avenue and North F Street Reconstruction Project.

Information

Attachments

Memorandum on Agreement

Agreement

Resolution Approving Agreement

— PUBLIC WORKS —

To: Mayor and City Council

CC: Ryan Waller, City Manager and

Andy Lent, City Clerk/CFO

From: Akhilesh Pal, Public Works Director

Date: June 21, 2021

Re: Agreement with Snyder & Assoc. for West Boston Avenue and North F Street Reconstruction Project

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At the council study session meeting on March 23, 2021, the City Council discussed possible COVID-19 stimulus funding options for pavement improvements on various locations, including West Boston Avenue and North F Street. The existing pavement on West Boston Avenue, between D Street and F Street; and North F Street, between Salem Avenue and Detroit Avenue; has failed and are eligible for complete reconstruction. Staff recommends preparing preliminary engineering design plans for both these locations on West Boston Avenue and North F Street, which will be helpful towards exploring funding options and applying for possible state or federal grants.

The proposed agreement with Snyder & Associates, for an amount not to exceed $59,300, will include the preliminary engineering design plans for West Boston Avenue and North F Street. These plans will be prepared and submitted by October 2021. Although the proposed expenses were not planned in the budget, there is adequate funds in the Road Use Tax fund towards this project. Therefore, staff recommends approving the agreement with Snyder & Associates to prepare the preliminary design plans for the above-mentioned project.

Enclosures: Resolution and Agreement with Snyder & Associates.

Project No.: TBD

Supplemental Agreement No. 29
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:
North "F" Street Reconstruction – West 2nd Avenue to West Detroit Street
West Boston Avenue Reconstruction – North "F" Street to North "D" Street

PROJECT DESCRIPTION:
The PROJECT consists of preparing 30% preliminary design for replacing water main, storm and sanitary sewer, and street, driveway, and ADA sidewalk improvements along two roadways: North "F" Street from West 2nd Avenue to West Detroit Avenue (approximately 0.4 miles) and West Boston Avenue from North "F" Street to North "D" Street (approximately 0.2 miles). It is anticipated that some portions or all of the project would be advanced based on available funding.

SCOPE OF WORK:
Refer to attached Exhibit "A".

SCHEDULE:
Snyder & Associates, Inc. is prepared to begin work on these services upon completion of an executed agreement.

COMPENSATION:
Snyder & Associates, Inc. will provide the above services at the standard hourly rate found in Exhibit B, not to exceed $59,300.

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

CITY OF INDIANOLA	SNYDER & ASSOCIATES, INC.
By: _____	By: _____
(Authorized signature)	(Authorized signature)
_____	President
(Title)	(Title)
Date:	Date: 6/21/2021

EXHIBIT 'A'

NORTH "F" STREET RECONSTRUCTION
WEST 2ND AVENUE TO WEST DETROIT AVENUE
FOR
CITY OF INDIANOLA, IOWA

SCOPE OF WORK
June 21, 2021

I. PROJECT DESCRIPTION

The project includes PROFESSIONAL preliminary engineering services for a utility and paving project for the reconstruction of North "F" Street and West Boston Avenue in Indianola, Iowa. The North F Street portion commences immediately north of West 2nd Avenue and ends immediately south of West Detroit Avenue. The West Boston Avenue portion commences immediately west of North "D" Street and ends at North "F" Street. Reconstruction includes the intersections of North "F" Street with West 1st Avenue, West Salem Avenue, West Ashland Avenue, West Boston Avenue, and West Clinton Avenue. Reconstruction will include streets, driveways, and ADA sidewalk ramps, water main, storm, and sanitary sewers, and associate grading. The project length is approximately 0.60 miles. PROFESSIONAL services will include topographic survey, geotechnical investigation, preliminary road and utility design, public information meetings, and right of way design. Future work would include, final construction plans and specifications, bidding documents and assistance during bidding, and construction administration and observation.

II. SCOPE OF SERVICES

A. BASIC SERVICES
   1. Project Administration
      a. Monthly progress reports to the CLIENT.
      b. Monthly billing reports.
      c. The PROFESSIONAL will coordinate proposed facilities with existing and future Indianola Municipal Utilities (IMU) and franchise utilities located on-site.
      d. The PROFESSIONAL will coordinate subsurface investigation field work and reporting by a Geotechnical Engineering subconsultant. PROFESSIONAL incorporate the results of the geotechnical work will be incorporated into project designs.
      e. Project funding sources are unknown at this time. The PROFESSIONAL will coordinate with the City to meet grant and funding requirements as appropriate.

f. Public Engagement. The PROFESSIONAL will present, at a City Council work session, project information and preliminary findings in order to gather feedback, concerns, and issues from the Council and public.
g. Project Packaging Plan. Upon completion of 30% preliminary plans and cost opinion, the PROFESSIONAL will prepare a project packaging plan that identifies improvement segments, funding sources, and schedules for the contemplated phases of the overall project.

2. Topographic Survey
The PROFESSIONAL will survey a 100-foot wide corridor along North "F" Street. This service includes:
   a. Horizontal Datum will be provided using local datum.
   b. Vertical Datum will be provided using NAVD 88.
   c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01-foot. Larger sites will require benchmarks at intervals not to exceed 1000-feet horizontal or 25-feet vertical.
   d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate computer-aided design (CAD) drawing level to view when applicable. An approximate 50-foot grid will be used to create a topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
   e. Contours shall be shown at 1-foot intervals.
   f. The PROFESSIONAL will perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed improvements.
   g. The PROFESSIONAL will provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call following Chapter 480 of the Iowa Code to locate existing public utilities on the site and perform a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utilities will not be located. The utility survey will meet the requirements of an ASCE Standard CI/ASCE 38-02 Quality Level "C" Subsurface Utility Engineering survey. Quality Level C involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Enhancing the survey to a Quality Level A or B will be considered extra services.
   h. Location of trees not lying with wooded areas will be noted as deciduous or coniferous.
   i. The drip line or perimeter outline of wooded/brush areas will be shown.

3. Existing Right of Way Verification Survey
    a. The PROFESSIONAL will field locate the existing right of way lines to facilitate right of way design and enable creation of construction documents. This service includes, researching the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), and recorded survey(s); perform field review to attempt to locate existing monuments and best available physical features to locate existing right of way lines; graphically show the boundary on the construction documents for design purposes only. The CLIENT shall provide or disclose all known information pertaining to the property. This would include but not limited to boundary conflicts with adjoining owners, deeds, surveys concepts drawings and easements. This work does not constitute a certified boundary survey and missing monuments will not be set.
    b. Ambiguities in existing deed(s), disputed boundaries/corners, revisions, modifications and changes of scope will be considered extra services.

4. Preliminary Design and Plans
    a. Preliminary Design. Preliminary design will be performed for street, driveways, storm and sanitary main and services, ADA sidewalk ramps (where necessary), and drainage and grading improvements along North "F" Street. Preliminary designs will be coordinated with IMU water main and services.
    b. PROFESSIONAL will collect and summarize the design standards applicable to this project. Iowa Statewide Urban Design and Specifications (SUDAS) and Indianola SUDAS Supplemental Specifications shall be used as guidance on development of these standards. Design parameters will be summarized and presented to the CLIENT for review and approval prior to design. If variations of these design standards is required for the project the CLIENT shall coordinate these design exceptions with the CLIENT for general concurrence.
    c. PROFESSIONAL will make one (1) site visit coordinating with CLIENT staff to review the project site and discuss construction methods, existing pavement conditions, existing pavement structure, proposed pavement section options, underground utility assessment, and agree on a mutual course of action.
    d. PROFESSIONAL will make site visits as required to gain information regarding pavement condition, construction limits, general utility and surface features, and other pertinent information to design the improvements. PROFESSIONAL will analyze and develop design alternatives including pavement types, typical sections, and staging and access control scenarios.
    e. All plans shall be prepared on 11"x17" paper in black and white ink. Construction plans shall be at a general scale of 1" = 40'.
    f. Thirty percent (30%) Preliminary Plans will be submitted to the CLIENT for review and comment.

g. Opinion of Probable Construction Costs - The PROFESSIONAL shall prepare an opinion of total probable construction costs based upon 30% preliminary design for the selected project alternative. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design PROFESSIONAL familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.

5. Preliminary Design Completion – added by Amendment

6. Final Design, Plans, and Specifications – added by Amendment

B. ADDITIONAL SERVICES

1. Geotechnical Investigation – The PROFESSIONAL will hire Allender-Butzke Engineers, Inc. a geotechnical subconsultant, to perform up to five (5) soil borings and up to sixteen (16) pavement cores at select locations within the project limits. This geotechnical investigation is meant to give the PROFESSIONAL existing pavement and substructure depths and conditions to properly design the proposed improvements. The geotechnical subconsultant will perform borings to a depth necessary to sample and assess soils that will be used to support reconstructed utility pipelines and pavement. Pavement cores will be performed to a depth necessary to ascertain pavement thickness. The PROFESSIONAL may utilize additional subsurface testing at pavement core locations to ascertain subgrade stiffness and stability. Said additional testing is to aid in the design of the pavement type and cross section. The investigation includes drilling, sampling, lab testing, engineering analysis of subgrade conditions and a written report.

C. BID PHASE SERVICES – added by Amendment

D. CONSTRUCTION PHASE SERVICES – added by Amendment

E. EXTRA SERVICES – The following shall be considered extra services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which PROFESSIONAL could perform upon request:
   1. Boundary Survey and ROW Design Services
   2. Easement Platting Services
   3. Preliminary Design Completion
   4. Final Design Services
   5. Construction Phase Services
   6. NPDES permit application fees
   7. Iowa DNR water and sanitary construction permit fees
   8. CLIENT requested major revisions
   9. Street lighting assessment and design
   10. Quality Level A or B Subsurface Utility Engineering Surveys

III. CLIENT'S RESPONSIBILITIES:

1. Provide to PROFESSIONAL all known and existing information, plans, specifications, and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable PROFESSIONAL to complete its services under this Agreement.
2. Provide for safe access to and make all provisions, including notice to property owners, for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform its services under this Agreement.
3. Coordinate the timing and sequence of PROFESSIONAL's services with the services of others to the Project.
4. Review and examine drawings, specifications, alternate solutions, proposed legal documents, and other documents submitted by PROFESSIONAL and render to PROFESSIONAL written interim and/or final decisions thereto.
5. Provide facilities and attend the public information meeting.

IV. SCHEDULE

The PROFESSIONAL will complete the above scope of services to accommodate a late 2022 bid letting. Milestone dates for the project are as follows:

Preliminary Design	October 2021
Public Information Meeting	October 2021
Check Design Plans, Specifications, & Estimate	To Be Determined
Final Design Plans, Specifications, & Estimate	To Be Determined
Bid Letting	To Be Determined
Project Award	To Be Determined
Construction	To Be Determined

V. FEES

The above scope of services will be billed at the standard hourly rates found in Exhibit B.

BASIC SERVICES	
Project Administration	$5,000
Topographic Survey	$18,000
Right of Way Survey	$3,000
30% Preliminary Design & Plans	$22,700
SUBTOTAL	**$48,700**
ADDITIONAL SERVICES	
Geotechnical Investigation	$10,600
TOTAL	**$59,300**

VI. EXTRA SERVICES

The following items shall be considered extra services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which PROFESSIONAL could perform upon request.

1. Boundary Survey and ROW Design Services
2. Easement Platting Services
3. Preliminary Design Completion
4. Final Design Services
5. Construction Phase Services
6. NPDES permit application fees
7. Iowa DNR water and sanitary construction permit fees
8. CLIENT requested major revisions
9. Street lighting assessment and design
10. Quality Level A or B Subsurface Utility Engineering Surveys

EXHIBIT 'B'

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$220.00	/hour
Principal I	$209.00	/hour
Senior	$190.00	/hour
VIII	$174.00	/hour
VII	$165.00	/hour
VI	$157.00	/hour
V	$146.00	/hour
IV	$136.00	/hour
III	$124.00	/hour
II	$112.00	/hour
I	$99.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$133.00	/hour
Senior	$127.00	/hour
VIII	$118.00	/hour
VII	$109.00	/hour
VI	$98.00	/hour
V	$88.00	/hour
IV	$80.00	/hour
III	$72.00	/hour
II	$66.00	/hour
I	$58.00	/hour
Administrative		
II	$68.00	/hour
I	$56.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

City of Indianola

RESOLUTION NO 2021-

RESOLUTION APPROVING AN AGREEMENT WITH SNYDER AND ASSOCIATES, INC. FOR WEST BOSTON AVENUE AND NORTH F STREET RECONSTRUCTION PROJECT

WHEREAS, the City Council has determined it appropriate to work on the West Boston Avenue and North F Street Reconstruction Project (will be referred as the "Project"), where pavement reconstruction is required to replace the failed pavement on West Boston Avenue, from D Street to F Street, and on North F Street, from Salem Avenue to Detroit Avenue; and

WHEREAS, the City of Indianola requires engineering professional services associated with preparing the preliminary engineering design plans for this project; and

WHEREAS, Snyder & Associates, Inc. has prepared and presented an agreement for those professional services for an amount not to exceed $59,300; and

WHEREAS, the Council finds that the proposed agreement with Snyder and Associates, Inc. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the agreement between the City of Indianola and Snyder & Associates, Inc., for an amount not to exceed $59,300, is hereby approved for this project and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 21st day of June 2021.

_____

Pam Pepper, Mayor

ATTEST:

_____

Andrew J. Lent, City Clerk/CFO

Information

Subject

Resolution approving an agreement with Terracon for Geotechnical Engineering Services on Prairie Glynn Plat 3.

Information

Attachments

Memorandum on Agreement
Agreement
Resolution Approving Agreement

CITY OF INDIANOLA EST. 1849

PUBLIC WORKS

To: Mayor and City Council

CC: Ryan Waller, City Manager and

Andy Lent, City Clerk/CFO

From: Akhilesh Pal, Public Works Director

Date: June 21, 2021

Re: Agreement with Terracon for geotechnical engineering services on Prairie Glynn - Plat 3

Staff has received construction plans for a proposed subdivision, Prairie Glyn – Plat 3. As a part of the construction review process and based on SUDAS standards, a geotechnical investigation will be required for the proposed subdivision. This investigation will provide a report on existing soil conditions and remedial actions needed for faulty soil conditions. This geotechnical study will help towards ensuring that the public infrastructure meets its design life.

The proposed agreement with Terracon Consultants, Inc., for an amount not to exceed $5,950, will include geotechnical engineering investigation on locations where public infrastructure (including pavement and utility infrastructure) will be constructed within the proposed subdivision. This expense of $5,950 should be reimbursed by the developer for this subdivision. Staff recommends approving the agreement with Terracon Consultants to prepare the geotechnical engineering study for the proposed subdivision on Prairie Glyn – Plat 3.

Enclosures: Resolution and Agreement with Terracon Consultants.

June 15, 2021

City of Indianola
706 North 6th Street
Indianola, Iowa 50125

Attn: Mr. Pal Akhilesh
P: (515) 961 9415
E: apal@indianolaiowa.gov

Re: Proposal for Geotechnical Engineering Services
Prairie Glynn Public Streets and Utilities
East Girard Avenue
Indianola, Iowa
Terracon Proposal No. P08215132rev01

Dear Mr. Akhilesh:

We appreciate the opportunity to submit this proposal to the City of Indianola to provide geotechnical engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is **$5,950**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

Philippe Kalmogo, PhD, P.E.
Staff Engineer

Theodore D. Bechtum, P.E.
Senior Engineer

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Indianola ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Prairie Glynn Public Streets and Utilities project ("Project), as described in Consultant's Proposal dated 06/15/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address {the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or }occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. LIMITATION OF LIABILITY. **CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles; provided however, Client shall indemnify, defend and hold harmless Consultant and its employees, from and against any and all liabilities for any third party claim arising from or alleged to arise from Consultant's performance under this Agreement, except to the extent such claims directly result from Consultant's negligence. Client's duty to defend Consultant for third-party claims shall arise at the time of a filing of a notice of claim or litigation. Consultant shall reimburse Client for reasonable costs of Consultant's defense only if Consultant is adjudicated as negligent by a trier of fact. Except as otherwise expressly provided herein, neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED,**

CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. CONSEQUENTIAL DAMAGES. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Rules, provided that the arbitrator's authority is specifically limited to providing an award consistent with the specific terms and conditions of this Agreement, including Section 6. Limitation of Liability and Section 7. Indemnity/Statute of Limitations. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies under this provision. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Reference Number: P08215132rev01

Consultant:	Terracon Consultants, Inc.	Client:	City of Indianola
By:	Date: 6/15/2021	By:	Date:
Name/Title:	Theodore O Bechtum / Senior Engineer	Name/Title:	
Address:	600 SW 7th St, Ste M Des Moines, IA 50309-4508	Address:	706 North 6th Street Indianola, IA 50125
Phone:	(515) 244-3184 Fax: (515) 244-5249	Phone:	(515) 961-9415 Fax:
Email:	Ted.Bechtum@terracon.com	Email:	

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by the City of Indianola and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted below. Though not critical for the start of field exploration activities, we request the design team provide input to verify all information to aid in our development of recommendations.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	■ The project is located southeast of the intersection of North 15th Street and East Iowa Avenue in Indianola, Iowa. ■ Latitude/Longitude: 41.3669°, -93.5384° (approximate) ■ See Exhibit D
Current Ground Cover	Bare earth and/or agricultural row crops (from aerial photographs)
Existing Topography	Based on the grading plan prepared by Cooper Crawford & Associates, L.L.C. Civil Engineers, the ground surface elevations along the planned roadway range from about 949 feet to 958 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment.
Expected Subsurface Conditions	Based on our local experience, we anticipate encountering clay of variable plasticity near the surface. Clay with a relatively higher granular content is often encountered with depth.

Planned Construction

Item	Description
Project Description	■ East Girard Avenue is planned to be extended about 822 feet east. ■ North 17th Street is planned to be lengthened north by about 152 feet and connected to East Girard Avenue. ■ A detention pond is planned on the northwest corner of the subdivision; cuts from the detention pond will be used as fill material.
Grading	Maximum cuts and fills on the order of 2 foot and 4 feet, respectively, are anticipated along the planned roadway.
New Utilities	Sanitary sewer, stormwater sewer, and water main located within and adjacent to proposed roadway
Free-Standing Retaining Walls	None anticipated

Item	Description
Pavements	■ We anticipate the traffic considerations will be according to local standards for collector-type urban roadways. We request the road designers provide traffic information. ■ We understand an 8-inch thick Portland cement concrete (PCC) pavement is planned

EXHIBIT B - SCOPE OF SERVICES

Field Exploration

We propose the field exploration program consists of the following:

Planned Location	Number of Borings [1]	Planned Boring Depth (bgs) [2, 3]
East Girard Avenue	3	15 to 20 feet
	3	5 to 10 feet
North 17th Street	1	15 feet

1. See Exhibit E for proposed exploration plan.
2. bgs = below existing ground surface
3. Although not anticipated for the proposed boring depths, borings may be terminated at shallower depths if bedrock or relatively dense material is encountered. Rock coring is not included in this scope of services.

Boring Layout and Elevations: We will stake the boring locations generally as shown on Exhibit E using hand-held GPS equipment. Approximate ground surface elevations at each boring location will interpolated from the contour elevation provided in *Prairie Glynn Plat 3 Grading Plan*. If more precise boring layout and ground surface elevations are desired, we recommend the client retain a licensed professional surveyor to stake the boring locations and obtain ground surface elevations.

Subsurface Exploration Procedures: We will advance the soil borings with a drilling rig using continuous flight augers (solid stem and/or hollow stem augers, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to our laboratory for testing under the direction of a geotechnical engineer. We will observe and record groundwater levels during and shortly after completion of drilling and sampling

Our exploration team will prepare field boring logs as part of standard drilling operations, including sampling depths, penetration distances, and other relevant sampling information. These field logs include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Property Disturbance: We will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, disturbance could occur

(e.g., rutting from tires, muddying the ground surface, etc.). Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services. If the exploration is completed while crops are planted, we suggest a crop damage agreement is arranged between the property owner and the City prior to our mobilization.

Borings will be backfilled with auger cuttings after their completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We can provide this service or grout the holes for additional fees at your request.

Safety: Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require excavations into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Iowa One-Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities, including field tiles, should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent on the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign various laboratory tests to better understand select engineering properties of various soil strata. Laboratory testing for this project is proposed to consist of:

Test Description	Number of Tests Included
Water Content	Select samples
Unit Weight	Select intact thin-walled tube sample
Unconfined Compression Strength	Select intact thin-walled tube sample
Atterberg Limits	Up to 3

Our laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, we describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be reviewed by a professional engineer. The engineer will develop a geotechnical site characterization and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our ***GeoReport®*** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration and preliminary recommendations
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and/or after completion of drilling
- Site Location and Exploration plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork construction, including
  - Site preparation
  - Shrink-swell soil design considerations, if applicable
  - Suitability of the on-site soils for use as structural fill within roadway alignments
  - Structural fill compaction criteria
  - Trench backfill considerations
  - Pipe and manhole structure subgrade preparation considerations
  - Subgrade preparation recommendations for pavements
- Suitability of minimum pavement chicness per City requirements (traffic information to be provided)

Additional Services

In addition to the basic services noted above, the following services are often associated with geotechnical engineering services. Fees for the services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of the project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions and/or contamination, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and the Scope of Services outlined in Exhibit B, our base fee is:

Task	Lump Sum Fee
Field Exploration, Laboratory Testing, Engineering and Project Delivery	$5,950

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Review of Plans and Specifications	TBD	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Project Milestones and *GeoReport®* Delivery	Time Frame [1]
Notice to Proceed (NTP)	---
Project Planning	Posted within 3 business days after NTP

Project Milestones and *GeoReport®* Delivery	Time Frame [1]
Field Exploration	Drill dates and times will be coordinated with client 1 day on-site for soil borings
Site Characterization	Posted within 10 business days after completing Field Exploration services
Geotechnical Engineering	Report posted within 5 business days after the Site Characterization Stage

1. Upon receipt of your notice to proceed we will activate the schedule component of our ***GeoReport®*** website with specific, anticipated calendar dates for the delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc. We will maintain a current calendar of activities within our ***GeoReport®*** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

Prairie Glynn Public Streets and Utilities ■ Indianola, Iowa
June 15, 2021 ■ Terracon Proposal No. P08215132

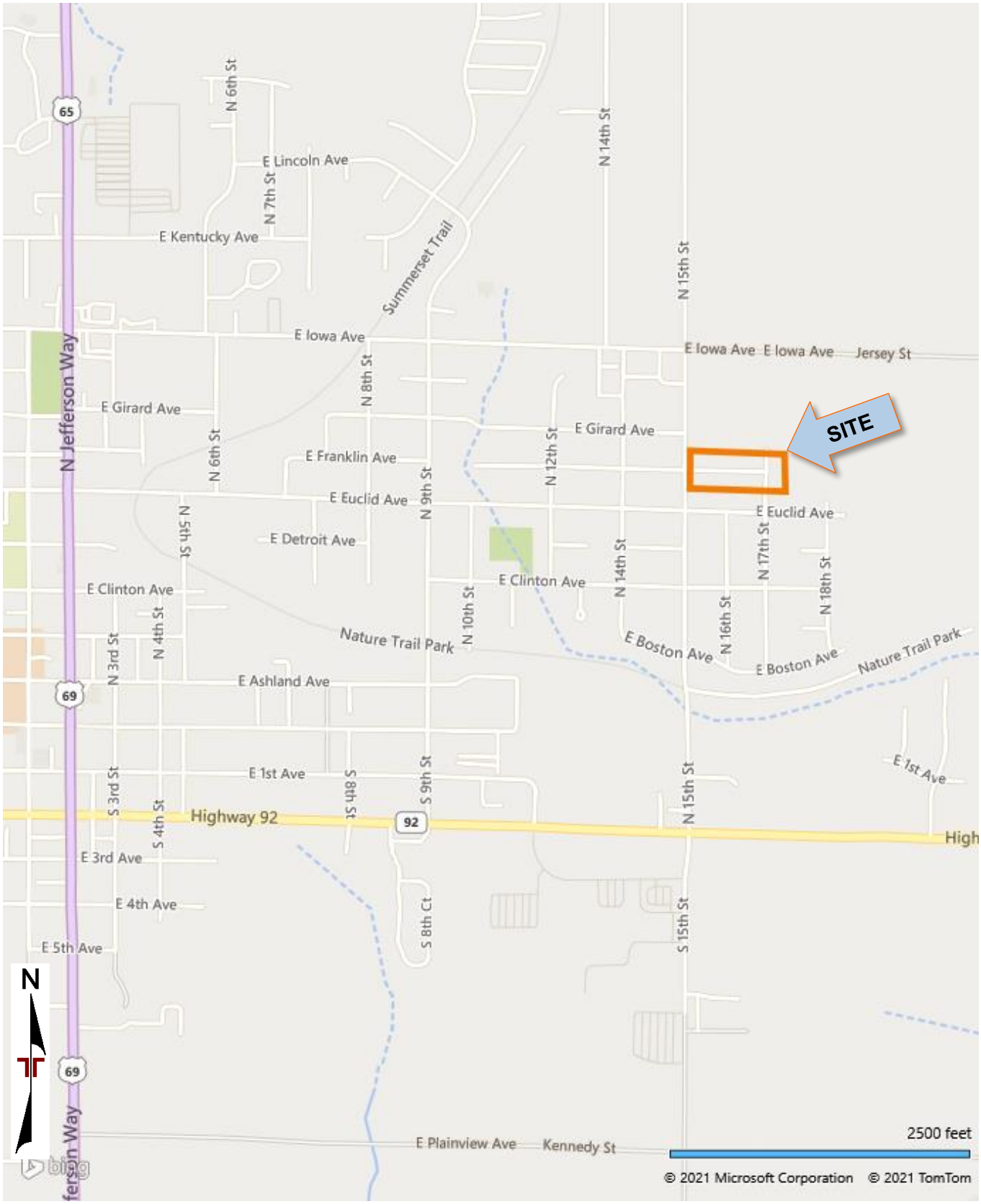


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

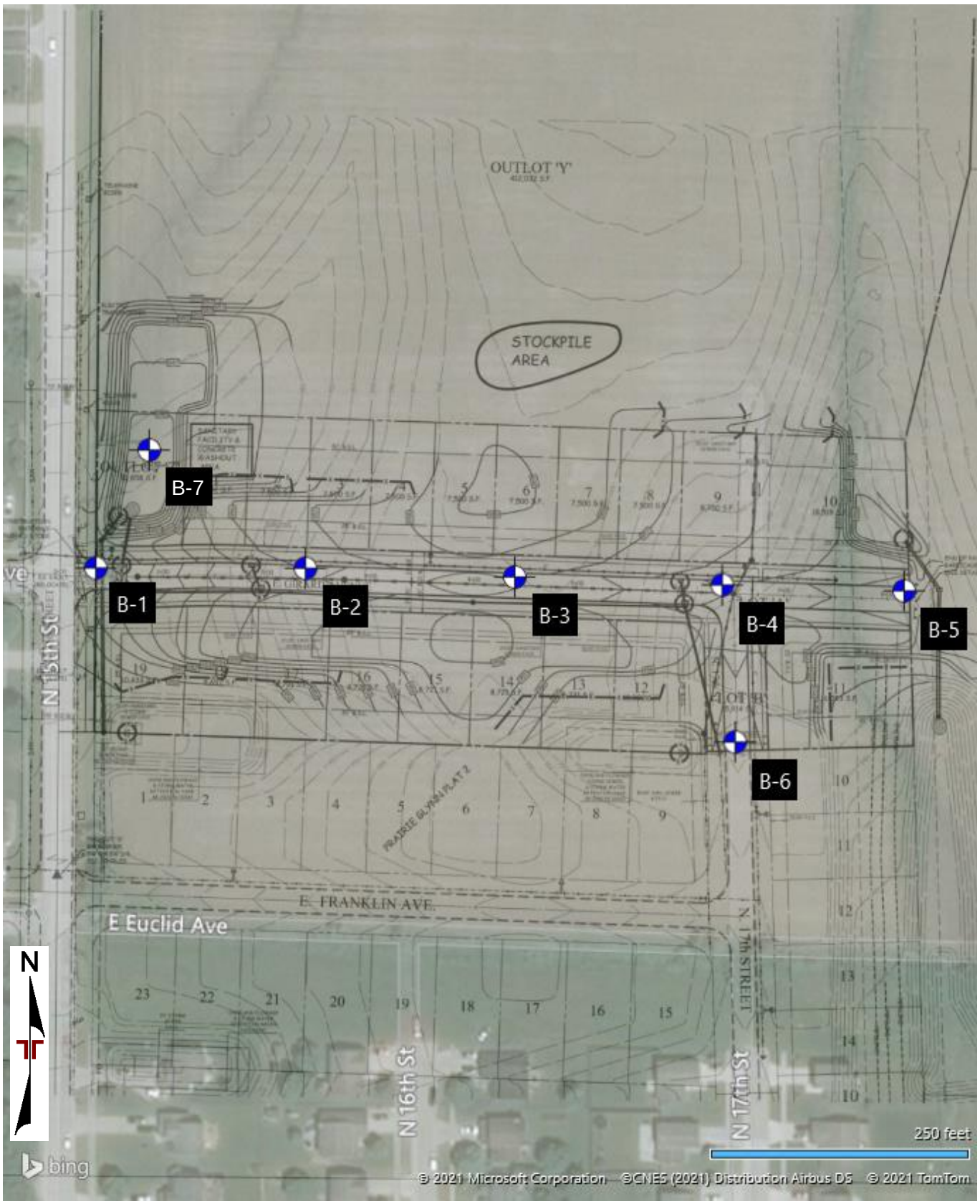


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

City of Indianola

RESOLUTION NO 2021-

RESOLUTION APPROVING AN AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR PRAIRIE GLYNN – PLAT 3

WHEREAS, the construction plan review process for the proposed subdivision, on Prairie Glynn – Plat 3, requires a geotechnical engineering investigation, based on Indianola General Supplemental Specifications to SUDAS (Statewide Urban Design and Specifications); and

WHEREAS, the City of Indianola requires engineering professional services associated with the geotechnical engineering investigation for the proposed subdivision; and

WHEREAS, Terracon Consultants, Inc. has prepared and presented an agreement for those professional services for an amount not to exceed $5,950; and

WHEREAS, the Council finds that the proposed agreement with Terracon Consultants, Inc. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the agreement between the City of Indianola and Terracon Consultants, Inc., for an amount not to exceed $5,950, is hereby approved for the proposed subdivision, on Prairie Glynn – Plat 3, and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Resolution approving an agreement with HR Green for engineering services.

Information

Attachments

Memorandum on Agreement
Resolution Approving Agreement
Agreement

CITY OF INDIANOLA EST. 1849

WATER RESOURCE RECOVERY DEPARTMENT

June 21, 2021

To: Honorable Mayor and City Council

CC: Ryan J. Waller, City Manager

From: Rick Graves, WRRF Supt.

re: FY22 General Wastewater Engineering Services

HR Green has submitted their Professional Services Agreement for the FY21 General Engineering Services Agreement. Here are a few of the services they will offer from this document:

- Rate reviews – not complete rate studies
- Permitting assistance
- Attend Council meetings as needed to support staff
- Assistance for minor projects (generally projects less than $100,000 in construction costs) where the City directly selects or is the contractor and does not require full Contract Documents and a letting
- Assisting with selection of replacement equipment
- Reviewing technical proposals
- Assistance on a minor aspect of a large major project not designed by HR Green (example- provide construction staking, construction observation, review of electrical service requirements, etc)
- Minor GIS & GPS services
- Capital improvements planning for treatment and collection system improvements
- Wastewater treatment plant optimization
- Infiltration and inflow elimination programming and recommendations
- Assistance with pilot testing of wastewater equipment/technologies
- Assistance with subcontractors to provide geotechnical or surveying services
- Other requested services by CLIENT

I recommend the Professional Services Agreement for the General Wastewater Engineering Services that HR Green has submitted.

City of Indianola
RESOLUTION NO. 2021-

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN FOR FISCAL YEAR 2022 GENERAL WASTEWATER ENGINEERING SERVICES

WHEREAS, the City Indianola, Iowa, is in need of engaging a contractor to provide general engineering services for the City's Water Resource Recovery Department; and

WHEREAS, after a review of the services, the City Council believes it to be in the best interest of the City to engage HR Green for wastewater general engineering services; and

WHEREAS, the Professional Service Agreement will have a maximum value of $50,000; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement with HR Green in the form attached as Exhibit A.

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

1. The Professional Services Agreement for Wastewater General Engineering Services for the Water Resource Recovery Department between the City of Indianola and HR Green in an amount not to exceed $50,000 is in the public interest of the citizens of the City of Indianola and is hereby approved; and

2. The Mayor or City Manager is authorized and directed to execute the Professional Services Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

PROFESSIONAL SERVICES AGREEMENT

For

2021-2022 General Wastewater Engineering Services

HR Green Project Number: 210773

City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299
(515) 961-9410

Joe Frankl, Project Manager
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131

June 16, 2021

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THIS **AGREEMENT** is between City of Indianola, Iowa (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT has retained COMPANY to provide general engineering services to support their wastewater needs.

This agreement is intended to be for ongoing engineering services support and therefore does not have a defined scope of services. The following Engineering Services identifies services that may be provided by the COMPANY upon request but is not intended to be inclusive of all services that may be provided. Additional related engineering services not identified below may also be provided upon request.

It is anticipated that separate agreements, outside of this general engineering services agreement, will be executed for individual projects or tasks where the anticipated total hours of effort will exceed 80 hours of services.

2.0 Scope of Services

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

General Wastewater Services

- Evaluation of infrastructure and condition assessments
- Advisory services regarding IDNR regulations and positions
- Development assistance and consulting
- Project financing assistance
- Rate reviews – not complete rate studies
- Permitting assistance
- Attend Council meetings as needed to support staff
- Assistance for minor projects (generally projects less than $100,000 in construction costs) where the City directly selects or is the contractor and does not require full Contract Documents and a letting
- Assisting with selection of replacement equipment
- Reviewing technical proposals
- Assistance on a minor aspect of a large major project not designed by HR Green (example- provide construction observation, review of electrical service requirements, etc)
- Minor GIS & GPS services
- Capital improvements planning for treatment and collection system improvements
- Wastewater treatment plant optimization
- Infiltration and inflow elimination programming and recommendations
- Assistance with pilot testing of wastewater equipment/technologies
- Assistance with subcontractors to provide geotechnical or surveying services
- Other requested services by CLIENT

3.0 Items not included in Agreement/Supplemental Services

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

4.0 Client Responsibilities

CLIENT must authorize COMPANY to do work by specific task up to the maximum value of this agreement. Authorization must be in written form.

5.0 Professional Services Fee

5.1 Fees

Since this agreement does not have a defined scope of services, accordingly this agreement will have a maximum value of $50,000.00 but will be based on hourly rates and applicable expenses as indicated below for ongoing services requested by the Client.

First 80 Hours of Service Per Month
In order to recognize the Client's commitment to this ongoing relationship, the fee for the first forty (40) hours of HR Green's Project Manager time will invoiced at a reduced rate of $160.00 per hour and the first forty (40) of Project Engineer or Project Staff below the project manager level will be invoiced at a discounted rate of $110.00 per hour. The Discounted Billing Rate Schedule is effective July 1, 2021 through June 30, 2022.

Service Per Month Exceeding First 80 Hours
The fee for general engineering services beyond the first eighty (80) hours will be according to HR Green Inc.'s Standard Billing Rate Schedule. The Standard Billing Rate Schedule effective through June 30, 2022 is attached.

5.2 Term of Agreement

This agreement regarding general engineering services will be in affect from the date of this agreement until June 30, 2022, unless terminated in accordance with the terms of this agreement.

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 work is done.

5.3 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 15 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 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 attorney's fees.

5.4 Extra Work

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

5.5 Exclusion

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

5.6 Payment

The CLIENT agrees to pay COMPANY on the following basis:

Per current Rate Schedule as delineated in Section 5.1 of this agreement.

6.0 Terms and Conditions

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

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

6.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify

and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

6.28 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.

James R Rasmussen 6/16/21

James R. Rasmussen, Date
Vice President/Water Business Line President

CITY OF INDIANOLA, IOWA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

\\hrgreen.com\HRG\Data\2021\210773\Admin\Contract\Client\agt-052521-2021_2022_Indianola_General_Engineering.docx

HR GREEN

Billing Rate Schedule
Effective January 1, 2021

Professional Services	Billing Rate Range
Principal	$215- $310
Senior Professional	$195- $300
Professional	$125- $200
Junior Professional	$85- $145
Senior Technician	$120- $160
Technician	$75- $130
Senior Field Personnel	$140- $205
Field Personnel	$90- $170
Junior Field Personnel	$75- $100
Administrative Coordinator	$70-$115
Administrative	$65- $100
Corporate Admin	$80- $150
Operators/Interns	$50- $120

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.85 per mile or $65.00 per day.

3. Charges for sub-consultants will be billed at their invoice cost plus 15%.

4. A rate of $6.00 will be charged per HR Green labor hour for a technology and communication fee.

5. All other direct expenses will be invoiced at cost plus 10%.

Information

Subject

Resolution approving liability, auto, property, worker's compensation and machinery equipment replacement insurance for Fiscal Year 22.

Information

Attachments

Renewal Memorandum

Renewal Letter

Resolution Approving Renewals

— Human Resources —

Date: June 15, 2021

To: Mayor and Council & Board of Trustees

From: Courtney Silliman, Human Resources Director

CC: Ryan Waller, City Manager & Chris DesPlanques, General Manager

RE: Risk Insurance Renewal

In working with our broker, TrueNorth and Weinman Insurance, Staff is recommending the City of Indianola and Indianola Municipal Utilities stay with ICAP for its property, casualty and liability insurance, IMWCA for its workers' compensation coverage and Cincinnati Insurance for its boiler and machinery coverage.

Property, Casualty and Liability
Our ICAP renewal came in at $298,922. ICAP in not offering the voucher program this renewal year.

Workers' Compensation
Our IMWCA renewal came in at $146,325. Our FY22 renewal comes with a reduced modification factor of .73, from .79, and increased discounts due to great claims experience. Since we received the decreased modification factor and increased discounts our pure premium of $376,454 is discounted down to $114,480.

Boiler and Machinery Coverage
Our Cincinnati Insurance coverage is a three-year rate lock 07/01/2020-07/01/2023 at $57,174.

Please find a letter from TrueNorth, explaining why the City benefits from staying with these carriers.

Weinman Insurance, FMSI, a TrueNorth Company
311 East 2nd Ave
Indianola, IA 50125
515.961.2567

City of Indianola & Indianola Municipal Utilities
110 N 1st Street | 210 West 2nd Ave
Indianola, IA 50125

To: Mayor Pepper & Indianola City Council Members & Board of Trustees
Cc: Ryan Waller, City Manager & Courtney Silliman, Director of Human Resources
From: Weinman Insurance & TrueNorth Companies
Date: 6/15/2021
Re: 2021/2022 Property & Casualty Insurance Renewal

Dear Mayor Pepper and members of the Council and Board of Trustees,

We hope this letter finds all is well for yourselves and the personnel that keep the City of Indianola and Indianola Municipal Utilities running so efficiently.

Our team at Weinman Insurance and TrueNorth Companies is honored to partner with the City and IMU on the Property & Casualty insurance as a Risk Advisor and Insurance Broker. With the insurance package and workers' compensation renewing on July 1st, we wanted to take an opportunity with this letter to advise on the renewal process, discuss the insurance marketplace, and update the council on our ongoing safety committee meetings and initiatives.

Upcoming Insurance Renewal

For the upcoming July 1, 2021 renewal, the following carriers will be covering the City and IMU:

Insurance Carrier	Coverage	Coverage Limit
Iowa Communities Assurance Pool (ICAP)	General Liability	$2,000,000
	Law Enforcement Liability	$2,000,000
	Public Officials Liability	$2,000,000
	Excess Liability	$3,000,000
	Auto Liability	$2,000,000

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Insurance Carrier	Coverage	Coverage Limit
	Auto Physical Damage	$7,413,269
	Property	$144,608,395
Cincinnati Insurance Companies	Machinery and Equipment & Business Income	$10,000,000 Direct Damage $100,000 Business Income
Iowa Municipalities Workers' Compensation Association	Workers' Compensation & Employers' Liability	Per Statutory Law, State of Iowa $1,000,000
	Chapter 411 Medical Only	Per Iowa Code Chapter 411.15

Weinman Insurance, in partnership with TrueNorth has the honor of representing many municipalities, counties, and other governmental sub-divisions as their insurance advisor and brokerage. We have found in the State of Iowa, there are only a few insurance options for our governmental entities due to complexities involved with insuring public exposures. ICAP/IMWCA, Employers Mutual Companies (EMC), Travelers Insurance Companies, & Continental Western Group (CWG). ICAP and IMWCA differ from the others in that they are Risk Sharing Pools, where insured entities are members. The others are admitted insurance companies regulated by the State of Iowa Department of Insurance.

The insurance market is currently experiencing its first actual hardening cycle since 2001. Property, Liability, and Auto coverages are seeing pricing increases due to less capacity and increasing loss experience. On average, the insurance marketplace for large accounts is seeing an increase of 10.9% to 12.9% per the Council for Insurance Agents and Brokers Commercial Property/Casualty Market Report for Q1 2021.

As a risk sharing pool, ICAP and IMWCA are mostly insulated from the overall fluctuations in market pricing due to their concentrated expertise in governmental exposures. This allows their pricing models to be more targeted to the risks they insure rather than the national insurance marketplace. The 2021 renewal cycle for ICAP and its membership is seeing the first base rate increases in property since the pool's inception. This is largely due to the unprecedented storm activity in the state, including the now infamous Derecho of August 10th, 2020.

IMWCA also has an advantage as a risk sharing pool for cities and governmental sub-divisions. With good experience and longevity credits, the City and IMU currently receive discounts of 48% of the pure premium for the Workers' Compensation. The standard insurance market can only discount up to 30% off of pure premium. With the discounts, and exemplary Experience Modification Factor of .73, the City and IMU's Pure Premium of $376,454 is discounted down to $114,480.

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This stunningly good Workers' Compensation outcome does not happen by accident. The Safety Committee, led by Director of Human Resources Courtney Silliman, and facilitated by TrueNorth Risk Solutions Advisor Dustin Gaskill is proactive in identifying safety issues and putting plans in place to mitigate losses before they happen. Each department has a representative on the committee and all are very active and responsive. Of the many cities our team works with, Indianola and IMU are a leader in how they proactively manage safety for their fellow employees and citizens.

As an independent insurance broker, we are agnostic as to our carriers. All insurance companies we represent are best in class and we do not play favorites with one company over another. Our placement of insurance is based on best pricing and terms, along with claims adjustment and ease of business.

With insurance, there are many terms and acronyms we use without realizing many others may not understand the message we are trying to convey. If the mayor, members of council, or anyone else would like to have follow up conversations, we welcome the opportunity to discuss further. Please do not hesitate to reach out.

Once again, our team appreciates the opportunity to continually earn the trust of the City of Indianola and IMU.

Safe and healthy wishes to all.

Sincerely,

Kim Rasko
Account Manager, Risk Management
515.961.2567
kim@weinmaninsurance.com

Brad Bengtson
Risk Management Specialist
515.962.8073
brad.bengtson@truenorthcompanies.com

Scott Weinman
Claims Specialist
515.961.2567
scott@weinmaninsurance.com

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City of Indianola
RESOLUTION NO. 2021-

RESOLUTION APPROVING LIABILITY, AUTO, PROPERTY, WORKER'S COMPENSATION AND MACHINERY AND EQUIPMENT REPLACEMENT INSURANCE FOR FY 21/22

WHEREAS, the City Indianola, Iowa, annually approves insurance policies for the City's various liability, worker's compensation, machinery and equipment replacement insurance needs for the ensuing fiscal year; and

WHEREAS, working through its insurance broker, the City of Indianola, Iowa, has searched the market and negotiated with current providers, and as a result provides the following recommendations for the City of Indianola's insurance policies for July 1, 2021 to June 30, 2022:

- ICAP – Liability, Auto and Property Coverage
    - Total annual cost: $298,922
    - Premium increase from FY20/21 of $41,034
    - This is a shared cost with IMU

- IMWCA – Worker's Compensation
    - Total annual cost: $146,325
    - Premium increase from FY20/21 of $4,675
    - This is a shared cost with IMU

- Cincinnati – Boiler and Machinery Coverage
    - Total annual City cost: $57,174
    - Three-year rate lock 07/01/2020-07/01/2023

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the following insurance proposals are accepted and approved as the policies to cover the City of Indianola's liability, property, worker's compensation and machinery and equipment replacement:

- ICAP – Liability, Auto and Property Coverage
    - Total annual cost: $298,922
    - Premium increase from FY20/21 of $41,034
    - This is a shared cost with IMU

- IMWCA – Worker's Compensation
    - Total annual cost: $146,325
    - Premium increase from FY20/21 of $4,675
    - This is a shared cost with IMU

- Cincinnati – Boiler and Machinery Coverage
    a. Total annual City cost: $57,174
    b. Three-year rate lock 07/01/2020-07/01/2023

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

PASSED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Second consideration of an Ordinance approving the right-of-way vacation and conveyance of a portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa to Peterson Funeral Service, Inc.

Information

Attachments

Ordinance

ORDINANCE NO. 2021 - _____

AN ORDINANCE VACATING A PORTION OF THE EAST/WEST ALLEY THAT LIES BETWEEN LOTS 1, 2, 3 AND LOTS 10, 11, 12 AND A PORTION OF THE NORTH/SOUTH ALLEY THAT LIES BETWEEN LOTS 3 AND 4, ALL IN BLOCK 14 OF THE PLAT OF JONES AND WINDLES ADDITION TO INDIANOLA, WARREN COUNTY, IOWA

WHEREAS, on the 7th day of June, 2021, pursuant to published notice as required by law, the City Council of the City of Indianola, Iowa held a public hearing on a proposal to vacate a portion of real estate owned by the City generally described as an alley and more specifically described as:

A portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa; and

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said alley.

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

Section 1. The City of Indianola, Iowa, hereby vacates the following described real estate:

A portion of the east/west alley that lies between Lots 1, 2, 3 and Lots 10, 11, 12 and a portion of the north/south alley that lies between Lots 3 and 4, all in Block 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa

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

Section 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

Information

Subject

Approval of the Civil Service Commission list of applicants certified eligible for the position of career Firefighter/Paramedic.

Information

Attachments

Civil Service List

CITY OF INDIANOLA EST. 1849

FIRE DEPARTMENT

06-07-2021

TO: Mayor Pam Pepper and City Council Members
CC: City Manager Ryan Waller, Finance Director Andy Lent
FROM: Fire Chief Gregory M. Chia
DATE 06-07-2021
RE: Civil Service List for Firefighter/Paramedic

Attached you will find a list of ten (10) candidates for the position of firefighter-paramedic full-time. The candidates have been ranked by the Civil Service Commission after interviews. All ten candidates meet the requirements for this position. After July 1, 2021, there will be four (4) positions to be filled from this list. I am submitting this list to the Indianola City Council for certification.

110 N. First Street • PO Box 299 • Indianola, Iowa 50125 • phone: (515) 961-9405 • www.indianolaiowa.gov

CITY OF INDIANOLA EST. 1849

FIRE DEPARTMENT

06/05/2021

Re: Firefighter/Paramedic Interviews

Fire Chief Greg Chia,

Pursuant to the Civil Service Commission's interviews on the morning of June 5, 2021, in accordance with Iowa Chapter 400.11, the Civil Service Commission has certified one (1) ranked list of ten (10) candidates for potential appointment to the position of career Firefighter/Paramedic for the City of Indianola Fire Department. The following list shall be valid from June 5, 2021, to June 5, 2022.

Candidate Interview Number	Candidate Name	Candidate Final Rank
2	Dwayne Graham Jr.	**1**
6	Jill Burrell	**2**
8	Chris Settles	**3**
4	Thomas Hanian	**4**
5	Joseph McCurdy	**5**
3	Reed Smith	**6**
7	Mark Butcher	**7**
1	Nathan Yelle	**8**
10	Gregory Cook	**9**
9	Krissa Cihaski	**10**

Sincerely,

Jason Trotter, Commissioner
City of Indianola Civil Service Commission

CC Commissioner Kerri Przybylski
Commissioner Stephen Stark

110 N. First Street • PO Box 299 • Indianola, Iowa 50125 • phone: (515) 961-9405 • www.indianolaiowa.gov

Information

Subject

Resolution approving salaries.

Information

Attachments

Resolution Approving Salaries

City of Indianola

RESOLUTION NO 2021-

RESOLUTION APPROVING SALARIES

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

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

Evan Baker, seasonal, from Pool Manager Year 1 $11.00/hour, to Pool Manager LGI Certified Year 1, $11.50/hour, effective June 6, 2021;

Max Green, seasonal, Pool Support Year 1 $7.25/hour, effective June 18, 2021;

Madeline Green, seasonal, from Pool Lifeguard Year 3 $9.00/hour to Lifeguard Year 4 $9.50/hour, effective June 30, 2021.

Passed and approved this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Resolution approving Fiscal Year 22 salaries.

Information

Attachments

Salary Resolution FY22

A RESOLUTION SETTING THE SALARIES AND BENEFITS FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF INDIANOLA FOR THE PERIOD BEGINNING JUNE 20, 2021.

Section 1. The following persons and positions named shall be paid the salaries or wages indicated, and the City Clerk is authorized to issue warrants, less legally required or authorized deductions from the amounts set out below, on a biweekly basis, and make such contributions to I.P.E.R.S. and Social Security or other purposes as required by law or authorization of the Council, all subject to audit and review by the Council:

EMP #	NAME	RANGE	ANNUAL	LONGEVITY	*HOURLY	ICMA
751	Aaron Hurt	R 8.5 - 2	$85,273.51	$250	$41.117	$900
770	Aaron Payette	FF 1	$62,351.79		$22.624	$900
198	Afton Bradley	CE 6-3	$52,963.02		$25.463	$900
432	Akhilesh Pal	CE 13-7	$112,556.60	NA	$54.114	$2,100
3592	Alex Fowler	CE 11-3	$83,515.93	NA	$40.152	$2,100
343	Alison Brown	CE 6-2	$51,460.21		$24.740	$900
91	Andy Lent	CE 13-8	$115,590.53	NA	$55.572	$2,100
305	Angie Buchanan	CE 7-5	$62,677.06	$250	$30.253	$900
445	Blake Henry	R 19+ 4	$53,696.86	$250	$25.936	$900
199	Brandon DeCook	CE 6-3	$52,963.02		$25.463	$900
133	Brian Sher	R 12.5-5	$110,663.83	NA	$53.204	$2,100
58	Cassandra Mosher	CE 4-4	$45,199.87		$21.731	$900
132	Charlie Dissell	CE 13-6	$109,523.83	NA	$52.656	$2,100
1051	Chloe Epley	CE 1-1			$13.896	
769	Christopher McIntyre	EMT			$16.275	
640	Chuck Cross	FF 5	$76,551.73	$400	$27.922	$900
3411	Connor Skultety	R 19-2	$47,731.48		$22.948	$900
65	Cortney Marmon	CE 4-4	$45,199.87		$21.731	$900
1038	Courtney Silliman	CE 10-1	$71,433.80	NA	$34.343	$2,100
126	Dave Button	CE 13.5-5	$123,270.86	NA	$59.265	$2,100
7020	David Eastman	Paramedic			$20.499	
340	Denise Core	CE 1-8		$0.15	$17.212	
768	Dennis May	Paramedic			$20.499	
264	Doug Bylund	CE 10.5-4	$91,707.10	NA	$44.090	$2,100
3703	Dwayne Graham	Paramedic			$20.499	
1054	Elizabeth Moats	CE 1-1			$13.896	
3696	Erik Elwell	R 21-3	$55,320.82		$26.597	$900
713	Eric Wallace	FF 2	$65,588.72		$23.799	$900
70	Garry Cunningham	R 21-4	$58,087.25	$350	$28.095	$900
607	Greg Chia	CE 13.5-5	$123,270.94	NA	$59.265	$2,100
782	Hunter Alexander	Paramedic			$20.499	
60	Jacqueline Raffety	CE 7-2	$57,058.60		$27.432	$900
1046	Jacynthia West	CE 6-1	$49,844.15		$23.964	$900
363	James Taber	CE 1-6		$0.15	$16.336	
362	Janis Comer	CE 6-3	$52,963.02	$250.00	$25.583	$900
1039	Jared Keenan	R 21+2	$53,758.23		$25.845	$900
757	Jason Kling	FF 3	$69,087.74		$25.068	$900
440	Jeremy Cross	FF 2	$65,588.72	$250	$23.889	$900
783	Jill Burrell	Paramedic			$20.499	
328	Jody Ross	CE 4-3	$43,800.50		$21.058	$900
3697	Joe McCurdy	EMT			$16.275	
610	Joshua Mamanos	FF 1	$62,351.79		$22.624	$900
177	Justin Keller	R 8.5-4	$90,467.17	$350	$43.662	$900
3698	Kameron Graves	EMT			$16.275	
1050	Katelyn Byrd	R 14-1	$35,539.10		$17.086	$900
3118	Kathy Kester	CE 6-4	$54,589.69	$350	$26.413	$900
755	Kayla Schark	Paramedic			$20.499	
2061	Kelly Heinkel	R 19-4	$52,625.66	$250	$25.421	$900
429	Kelsey Purdy	CE 1-2		$0.05	$14.467	
469	Kevin Crawford	R 24+ - 4	$69,711.15	$400	$33.707	$900
756	Kevin Fallis	Paramedic			$20.499	
148	Krissa Cihaski	CE 1-4		$0.05	$15.349	
170	Kyle Lux	Academy EMT			$10.000	
7035	Laurel Halstead	Crossing Guard			$20.670	
195	Lisa Wilson	CE 6-4	$54,589.69		$26.245	$900
303	Marty Chittenden	CE 7-5	$62,677.06	$350	$30.301	$900
807	Mary Beth McCune	R 2-4			$18.715	
101	Matt Anders	R 23-4	$64,513.70	$400	$31.209	$900
139	Michael Visser	R 21-3	$55,320.82		$26.597	$900
3313	Michele Burkhart-Patrick	CE 12-4	$94,104.05	NA	$45.242	$2,100
209	Michelle Snyder	R 2-4			$18.715	
1049	Mike Hamner	Street Sweeper			$18.025	
1058	Miranda Chadwick	R 1-1			$13.895	
766	Mitchell Duver	Paramedic			$20.499	

3702	Monica Mauseth	Paramedic			$20.499	
350	MyLisa Thompson	CE 5-3	$47,571.05	$250	$22.991	$900
106	Norman Hart	R 24+ 4	$69,711.15	$400	$33.707	$900
3700	Paul Dominguez	Paramedic			$20.499	
140	Pat Allsup	CE 6-9	$62,469.45	$350	$30.202	$900
186	Rachelle Denning	R 14-5	$43,198.09		$20.768	$900
3214	Rebekah Lane	R 18-5	$52,532.46		$25.256	$900
468	Rick Graves	CE 12-8	$105,110.93	NA	$50.534	$2,100
174	Rick Largesse	CE 8.5-4	$90,467.17	$350	$43.662	$900
162	Rob Hawkins	CE 10.5-5	$102,294.84	NA	$49.180	$2,100
221	Robert Collier	FF 3	$69,087.74		$25.068	$900
748	Robert Greener	EMT			$16.275	
728	Robert Soukup	FF 5	$76,551.73	$300	$27.885	$900
7021	Robert Walker	Paramedic			$20.499	
205	Roger Berry	Paramedic			$20.499	
737	Ryan Hutton	FF Hire	$59,234.71		$21.493	$900
135	Scott Dwyer	CE 8.5-4	$90,467.17	$400	$43.686	$900
781	Sean Lunde	FF 1	$62,351.79		$22.624	$900
90	Steve Greif	R 23-4	$64,513.70	$350	$31.184	$900
187	Tammy Bruce	R 14-5	$43,198.09	$300	$20.913	$900
772	Tanner Bishop	Paramedic			$20.499	
679	Ted Neller	FF 1	$62,351.79		$22.624	$900
603	Thad White	Captain/Paramedic			$20.499	
1025	Tim Little	CE 8-4	$66,670.02		$32.053	$900
166	Tracy Van Zante	Academy EMT/FF			$10.000	
427	Trinton Wirth	R 21-3	$55,320.82		$26.597	$900
454	Tyrel Herrick	R 24+ 4	$69,711.15	$350	$33.683	$900
775	Vanessa Warren	Paramedic			$20.499	
3484	Vicki Wood	Crossing Guard			$20.670	
606	Virginia Ricketts	CE 1-3		$0.05	$14.882	
761	Zach McEntee	EMT			$16.275	
					*Includes Longevity	

Section 1. Employees will also receive continuation of the Employee Assistance Program

Section 2. Deferred Compensation – up to $75.00/month dollar-for-dollar matching contribution for all full-time, non-union classified employees. In addition, employees range CE 9 and higher receive $100/month.

Section 3. The City will pay full time non-management employees longevity pay.

Years	Annual Pay
0-4	$0
5-9	$250
10-14	$300
15-19	$350
20+	$400

Section 4. The City will pay part time non-union employees scheduled 20 or more hours longevity pay.

Years	Hourly Pay
1	$0.05
3	$0.10
5	$0.15

Section 5. Compensation & stipend for fire department

Captain…….$650 per year

Section 6. The City Clerk is hereby directed to publish this resolution

Information

Subject

EMS Billing Activity Report for April 2021.

Information

Simple motion to receive and file the report is in order.

Attachments

EMS Billing Report

CITY OF INDIANOLA EST. 1849

FIRE DEPARTMENT

TO: Mayor Pam Pepper and City Council Members
CC: City Manager Ryan Waller, Finance Director Andy Lent
FROM: Fire Chief Gregory M. Chia
DATE 06-04-2021
RE: April 2021 EMS Billing Activity

April 2021 EMS billing activity from Digitech Company is posted below. Digitech has posted financial activity for Indianola Fire Department EMS section. The information shown is the fire department and Digitech activity for the month of April 2021.

Details for the month of April 2021 EMS Billing activity.

For the period: 04/01/2021 to 04/30/2021

New Charges: $148,510.00	All Accounts Collected Old / New: $53,138.50
Billable Transports: $146,910.00	Non-Transports Collected: $1600.00
Non-Transports Billable: $1600.00	Unidentified Payments Collected: $0
Total Non-Billable: ($15,204.00)	Refunds: ($2307.29)
ALS Tier: 0	
Total Accounts Created: $133,306.00	Net Total Collected: $50,831.21

With the above activity the TruBank Account Balance now stands at $797,000.92 as reflected on April 30, 2021.

Information

Subject
Pride Month Proclamation

Information

Attachments

Proclamation

— Office of the Mayor —

PROCLAMATION

Pride Month 2021

WHEREAS, Pride Month commemorates the Stonewall riots, which occurred in June of 1969, and are generally recognized as the catalyst of the LGBTQ+ Rights Movement; and

WHEREAS, Pride Month is an opportunity for people to embrace who they are and to celebrate acceptance of diversity; and

WHEREAS, the LGBTQ+ community continues to be marginalized and face systemic discrimination including restricted rights, challenges accessing healthcare and other social services, social stigma and high rates of violence; and

WHEREAS, it is imperative that members of our community, regardless of sexual orientation, gender identity and expression, feel valued, safe, empowered, and supported by their neighbors and community leaders; and

WHEREAS, the City of Indianola cherishes the value and dignity of each person and appreciates the cultural, civic, and economic contributions of the LGBTQ+ community which strengthen our social welfare; and

WHEREAS, all are welcome in the City of Indianola to live, work, and play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles.

THEREFORE, I, Mayor Pam Pepper, do hereby proclaim June 2021 as Pride Month in the City of Indianola. As the Mayor of the City of Indianola, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in the City to recommit our community to increasing awareness and understanding of the pride community, reduce stigma and discrimination, actively promote the principles of equality, liberty, and justice and recognize the contributions made by members of the LGBTQ+ community .

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indianola, Iowa this 21st day of June 2021.

_____

Pam Pepper, Mayor

Information

Subject

Second consideration of an Ordinance approving the rezoning of property located in the Southwest Quarter of the Southwest Quarter of Section 29, Township 76 North, Range 23 West from A-1 (Agricultural) to R-3 (Mixed Residential).

Information

Attachments

Rezoning Memorandum
Waiver Request
Ordinance

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: An Ordinance Amending The Municipal Code Of The City Of Indianola, Iowa, for a Change of Zoning District Boundaries from the A-1 Agricultural Zoning District to R-3 Mixed Residential Zoning District

At its meeting on June 7, the City Council held a public hearing and approved the 1st consideration of this subject rezoning request. The proposed rezoning is requested to facilitate a future residential development.

The applicant has requested if there are no objections raised upon 2nd consideration, that the City Council waive the 3rd consideration to allow the applicant to begin plans for the property and its development sooner.

I will attend the June 21 Council meeting if you have any questions.

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

June 8, 2021

City of Indianola
110 N. First Street
Indianola, IA 50125

Attn: Honorable Mayor and City Council Members

Re: Waiver of 3rd Reading for Ground Breaker Homes

Dear Honorable Mayor and City Council Members,

I am writing this letter on behalf of Ground Breaker Homes. We would like to request that, if the 2nd Reading goes well at your June 21st Council meeting, you would waive the 3rd reading of the rezoning for property located in the SW Quarter of the SW Quarter of Section 29, Township 76 North, Range 23 West from A-1 to R-3. This would allow Ground Breaker to begin plans for the property and its development sooner.

We appreciate your consideration of this request.

Sincerely,

COOPER CRAWFORD & ASSOCIATES, LLC

Bradley R. Cooper, P.E.

475 S. 50th St. Suite 800 • West Des Moines, IA 50265 • Voice: (515) 224-1344 • Fax: (515) 224-1345

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO R-3 MIXED RESIDENTIAL ZONING DISTRICT

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the A-1 Agricultural Zoning District to the R-3 Mixed Residential Zoning District for real property legally described as the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 76 North, Range 23 West of the 5th P.M., Except the North 360.00 Feet of the West 605.00 Feet Thereof and Except the South 466.7 Feet of the East 466.7 Feet Thereof, Containing 28.68 Acres More or Less.

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

Section 1: That the zoning is amended from the A-1 Agricultural Zoning District to the R-3 Mixed Residential Zoning District for real property legally described as the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 76 North, Range 23 West of the 5th P.M., Except the North 360.00 Feet of the West 605.00 Feet Thereof and Except the South 466.7 Feet of the East 466.7 Feet Thereof, Containing 28.68 Acres More or Less.

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

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

PASSED AND APPROVED this _____ day of _____ 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

First reading:
Second reading:
Third reading:
Publication Date:

Information

Subject
Valley Place Reconstruction Project

Information

Attachments

Valley Place Memorandum
Plans
Cost Opinion

CITY OF INDIANOLA EST. 1849

PUBLIC WORKS

To: Mayor and City Council

CC: Ryan Waller, City Manager and

Andy Lent, City Clerk/CFO

From: Akhilesh Pal, Public Works Director

Date: June 21, 2021

Re: Resolution approving the plans, specifications, form of contract, and estimated cost for the Valley Place Reconstruction Project (Public Hearing)

Snyder and Associates Inc. has prepared plans and specifications for the Valley Place Pavement Reconstruction Project. The scope of work for this project will allow for replacement of the existing concrete pavement on Valley Place, from North 1st Street to North Jefferson Way, which has failed beyond repair and it requires complete reconstruction. This project will also upgrade the existing sidewalk ramps to meet ADA standards. The preliminary engineering cost estimate for the construction portion of this project is $218,500. If the project is awarded, construction is planned to be completed by October 30, 2021.

During FY2022, the council approved capital improvement plan has allocated a total amount of $218,700 (in Fund 321) for this project. Of this total of $218,700, an amount of $179,700 is planned for construction expenses. Although the engineer's cost opinion of $218,500 is exceeding the planned construction expenses of $179,700 in FY2022, there is adequate funds available in the Road Use Tax fund to fill this gap. Staff recommends approval of this item as presented to open the public hearing; receive comments; close the hearing; approve the resolution approving the project plans, specifications, form of contract, and estimate of cost.

Enclosures: Resolution, Engineer's Estimate, and Plans.

Note: Due to the size of the file for the contract specifications, they were not included in the council agenda packet. The complete set of plans and specifications can be found at Public Works Dept.

ROADWAY IMPROVEMENT PLANS FOR
URBAN ROAD SYSTEM
CITY OF INDIANOLA
WARREN COUNTY, IOWA
VALLEY PLACE RECONSTRUCTION

Indianola
CONNECTING TO WHAT MATTERS

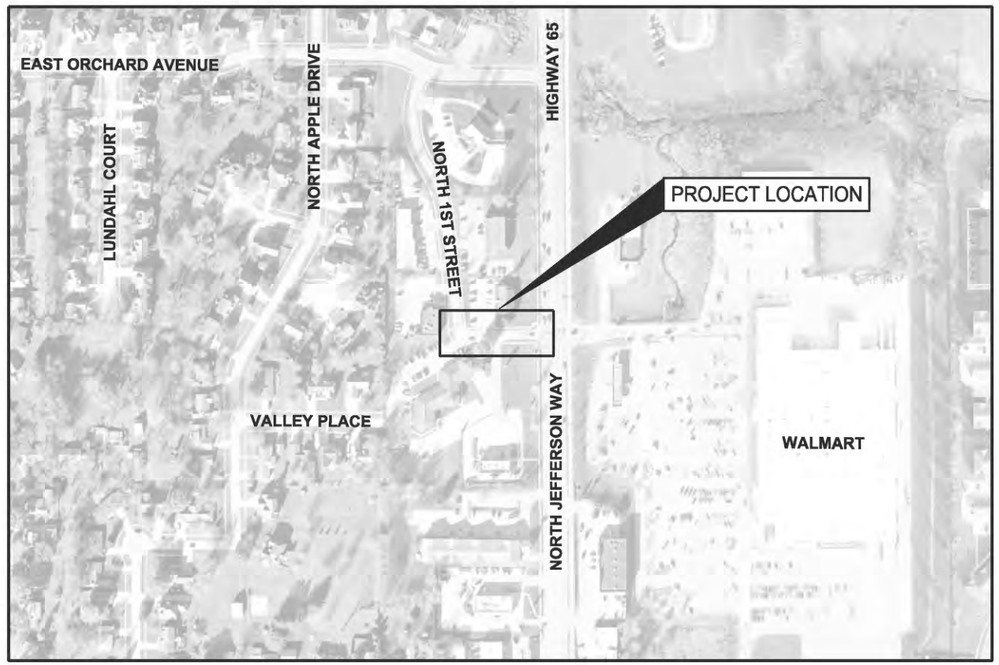
LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	—x—x—	
Fence (Chain Link)	—//—//—	
Fence (Wood)		
Fence (Silt)		
Tree Line		
Tree Stump		
Deciduous Tree \ Shrub		
Coniferous Tree \ Shrub		
Communication	C(x)	C
Overhead Communication	OC(x)	OC
Fiber Optic	FO(x)	FO
Underground Electric	E(x)	E
Overhead Electric	OE(x)	OE
Gas Main with Size	4" G(x)	4" G
High Pressure Gas Main with Size	4" HPG(x)	4" HPG
Water Main with Size	8" W(x)	8" W
Sanitary Sewer with Size	8" S(x)	8" S
Duct Bank	DUCT(x)	
Test Hole Location for SUE w/ID	1	

(x) Denotes the survey quality service level for utilities

Sanitary Manhole		
Storm Sewer with Size	12" ST	12" ST
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	
Electric Transformer	E	
Traffic Sign		
Communication Pedestal	C	
Communication Manhole	C	
Communication Handhole	C	
Fiber Optic Manhole	FO	
Fiber Optic Handhole	FO	
Gas Valve		
Gas Manhole	G	
Gas Apparatus	G	
Fence Post or Guard Post		
Underground Storage Tank	UST	
Above Ground Storage Tank	AST	
Sign		
Satellite Dish		
Mailbox		
Soil Boring		
Proposed Pavement		
Proposed Curb and Gutter		
Existing Pavement Removal		
Existing Curb and Gutter Removal		
Existing Pavement Protect		

NOT TO SCALE



VICINITY MAP



UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

IOWA ONE CALL
1-800-292-8989 | 811
www.iowaonecall.com

UTILITY CONTACT INFORMATION

E-ELECTRIC	(IDA) INDIANOLA MUNICIPAL UTILITIES Mike Metcalf 515-962-5308 mmetcalf@indianolaiowa.gov	S-SANITARY SEWER	(IND) CITY OF INDIANOLA Rick Graves 515-961-9416 rgraves@indianolaiowa.gov
FO-FIBER OPTIC	(IDAF) INDIANOLA MUNICIPAL UTILITIES KURT RIPPERGER 515-962-5283 KRIPPERGER@INDIANOLAIOWA.GOV	G-GAS	(M49G) MIDAMER-GAS Craig Ranfeld 515-252-6632 MECDSMDesignLocates@midamerican.com
W-WATER	(IDAW) INDIANOLA MUNICIPAL UTILITIES Lou Elbert 515-962-5330 lelbert@indianolaiowa.gov	C	(T15) MEDIACOM COMMUNICATIONS CORP Paul May 515-246-2252 pmay@mediacomcc.com
		C1	(WCG) CENTURYLINK Raymond Montoya 515-423-8958 Raymond.Montoya@Centurylink.com

INDEX OF SHEETS

A.1	TITLE SHEET
B.1	TYPICAL SECTIONS AND DETAILS
C.1-C.3	GENERAL NOTES AND QUANTITIES
D.1	PLAN VIEW
F1	PAVEMENT REMOVAL SHEET
J.1	STAGING PLAN
J.2	TRAFFIC CONTROL PLAN
S.1	SIDEWALK LAYOUT OVERVIEW
S.2-S.4	SIDEWALK DETAILS

MILEAGE SUMMARY

Div.	Location	Lin. Ft.	Miles
	VALLEY PLACE Sta. 10+30.43 to Sta. 12+45.81	215.38	0.04
	N. 1ST ST. Sta. 100+25.51 to Sta. 101+06.88	81.37	0.02
	TOTAL PROJECT LENGTH	296.7	0.06

JERRY A. SELBHER — LICENSED PROFESSIONAL ENGINEER — P21116 — IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jerry A. Selbher — May 6, 2021

Jerry A. Selbher, P.E. — Date

License Number P21116

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
ALL SHEETS

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: NO SCALE	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 — Sheet A.1

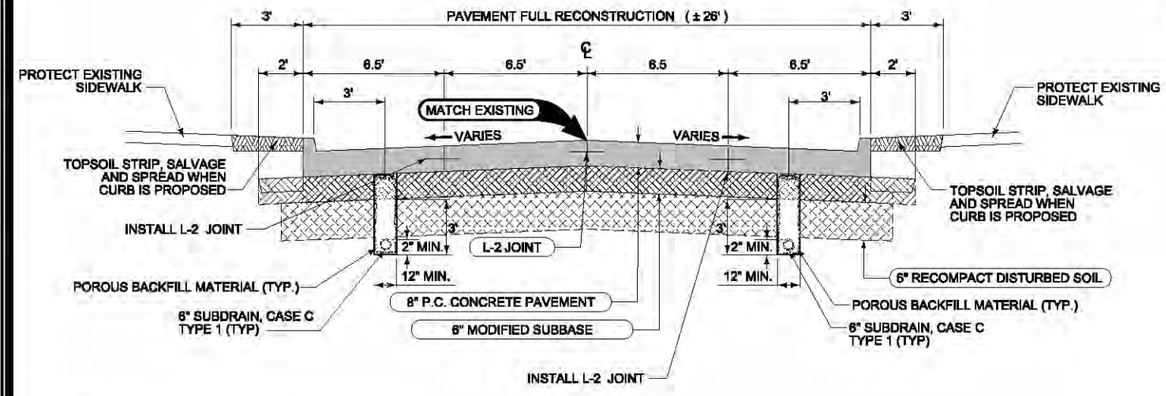
VALLEY PLACE RECONSTRUCTION
INDIANOLA, IOWA
TITLE SHEET

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet 185 A.1

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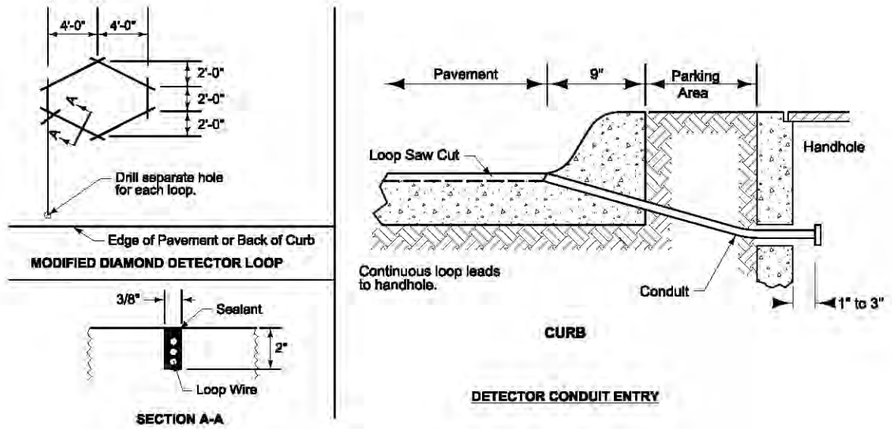
1 / B.1 VALLEY PLACE RECONSTRUCTION
NO SCALE

NOTES:

1 NORMAL SECTIONS SHOWN MAY BE MODIFIED FOR AREAS SPECIFICALLY DESIGNATED BY THE ENGINEER SUCH AS INTERSECTIONS

2 REFER TO SUDAS FOR STANDARD JOINTING DETAILS. PLACE TRANSVERSE 'CD' JOINTS AT MAXIMUM 15' SPACING. ALL LONGITUDINAL JOINTS TO BE L-2. L-SHEETS MUST BE DEVELOPED FOR JOINTING DETAILS PER ITEM 11.01.

LOCATION	
STATION TO STATION	
10+30.43	12+45.81
100+25.51	101+06.88



2 / B.1 INDUCTIVE LOOP VEHICLE DETECTORS
NO SCALE

MARK	REVISION	DATE	BY

Engineer: JAS | Checked By: DNM | Scale: NO SCALE
Technician: JDS | Date: 05/17/2021 | Field Bk: | Pg:

Project No: 1210135 | Sheet B.1

VALLEY PLACE RECONSTRUCTION
TYPICAL SECTIONS AND DETAILS
SNYDER & ASSOCIATES, INC.

INDIANOLA, IOWA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet B.1

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ESTIMATED PROJECT QUANTITIES
(1 DIVISION PROJECT)

Item No.	Item Code	Item	Unit	Total	As Built Qty.
---	---	**EARTHWORK**	---	---	---
2.1	2010-D-1	Topsoil, On-Site	CY	60	
2.2	2010-D-2	Topsoil, Off-Site	CY	15	
2.3	2010-E	Excavation, Class 10	CY	162	
2.4	2010-G	Subgrade Preparation	SY	970	
2.5	2010-I	Subbase, 6", Modified	SY	970	
2.6	2010-L	Compaction Testing	LS	1	
---	---	**SEWERS AND DRAINS**	---	---	---
4.1	4040-A	Subdrain, PVC, 6"	LF	480	
4.2	4040-C	Subdrain Cleanout, Type A-1, 6"	EA	4	
4.3	4040-D	Subdrain Outlets and Connections, Outlet into Structure, 6"	EA	4	
---	---	**STRUCTURES FOR SANITARY AND STORM**	---	---	---
6.1	6010-F	Manhole Adjustment, Minor	EA	1	
6.2	-	Reconstruct Intake Throat	EA	2	
---	---	**STREETS AND RELATED WORK**	---	---	---
7.1	7010-A	Pavement, PCC, 8"	SY	857	
7.2	7010-I	PCC Pavement Samples and Testing	LS	1	
7.3	7030-A	Removal of Sidewalk	SY	110	
7.4	7030-E	Sidewalk, PCC, 4"	SY	22	
7.5	7030-E	Sidewalk, PCC, 6"	SY	64	
7.6	7030-G	Detectable Warning	SF	84	
7.7	7040-H	Pavement Removal	SY	891	
---	---	**TRAFFIC CONTROL**	---	---	---
8.1	8030-A	Temporary Traffic Control	LS	1	
8.2	-	Loop Detectors	EA	3	
8.3	-	Pedestrian Push Buttons	LS	1	
8.4	-	Remove and Reinstall Street Signs	EA	3	
---	---	**SITE WORK AND LANDSCAPING**	---	---	---
9.1	9010-B	Hydraulic Seeding, Fertilizing, and Mulching	ACRE	0.1	
9.2	9040-D-1	Filter Sock, 8"	LF	475	
9.3	9040-D-2	Filter Socks, Removal	LF	475	
---	---	MISCELLANEOUS	---	---	---
11.1	11010-A	Construction Survey	LS	1	
11.2	11020-A	Mobilization	LS	1	
11.3	11050-A	Concrete Washout	LS	1	

100-4A
10-29-02

ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
---	---	**EARTHWORK**
2.1	2010-D-1	Topsoil, On-Site
		Topsoil shall be stripped along roadway paving limits to a width of 3' and along sidewalk paving limits to a width of 1'. Contractor shall verify additional topsoil stripping limits with Engineer. Quantity paid shall be plan quantity.
		Topsoil quantities include:
		Topsoil Strip (8" Depth): 42 CY
		Topsoil Place (8" Depth): 60 CY (Quantity includes +40% Shrink)
2.2	2010-D-2	Topsoil, Off-Site
		Apply topsoil to a depth of 8". Quantity includes +40% shrink. Roadway excavation spoils cannot be substituted for imported topsoil. Quantity paid shall be plan quantity.
2.3	2010-E	Excavation, Class 10
		Excavated material may be used if irregularities are found in the existing subgrade upon the Engineer's approval. Use excavated fill beneath proposed sidewalk and beneath topsoil in areas converting from paved to unpaved. Excavated material cannot be used in topsoil applications. All excess material becomes property of the contractor. Quantity paid shall be plan quantity.
		Cut: 162 CY
		Fill: 9 CY (Includes +30% shrink)
		Waste: 155 CY
2.4	2010-G	Subgrade Preparation
		Prepare subgrade to a depth of 6" beneath proposed subbase and to a width of 2' outside pavement limits where applicable.
2.5	2010-I	Subbase, 6", Modified
		Refer to sheet B.1 for details.
2.6	2010-L	Compaction Testing
		Testing required beneath all proposed pavement. All test results shall be shared with the engineer.
---	---	**SEWERS AND DRAINS**
4.1	4040-A	Subdrain, PVC, 6"
4.2	4040-C	Subdrain Cleanout, Type A-1, 6"
4.3	4040-D	Subdrain Outlets and Connections, Outlet into Structure, 6"
		Refer to B and D-Sheet(s) for details and locations.
---	---	**STRUCTURES FOR SANITARY AND STORM**
6.1	6010-F	Manhole Adjustment, Minor
		Remove existing casting, furnish and install East Jordan 3025 SELFLEVEL, product no. 00302513A01 or pre-approved equal. Assembly shall be installed per Manufacturer's and SUDAS specifications. Rings shall be CRETEX PRO-RINGS or pre-approved equal.
6.2	-	Reconstruct Intake Throat
		Contractor shall remove existing intake throat and replace in-kind with modified throat as detailed in SW-545 to match existing intake well.
		Count each intake throat reconstructed for payment.
		Payment will be at the contract unit price for each and is full compensation for sawcutting and removal of existing throat and reinforcement; furnishing intake shop drawing; furnishing and installing structural concrete, reinforcing steel, and connecting throat to existing intake well.
---	---	**STREETS AND RELATED WORK**
7.1	7010-A	Pavement, PCC, 8"
		Refer to B-Sheet(s) and D-Sheet(s) for locations and additional information. Class-C Mix shall be used in all PCC pavement unless approved by the Engineer. Use of a slip form paver is not required.
		The contractor shall not wash out concrete trucks directly onto the street or dig temporary sumps within the right of way.
7.2	7010-I	PCC Pavement Samples and Testing
		Includes all roadway and sidewalk pavement. All test results shall be shared with the engineer.
7.3	7030-A	Removal of Sidewalk
		Refer to F-Sheet(s) for additional information and locations. Removal limits shall be agreed upon with the Engineer prior to removal.
7.4	7030-E	Sidewalk, PCC, 4"
7.5	7030-E	Sidewalk, PCC, 6"
7.6	7030-G	Detectable Warning
		Refer to D and S-Sheet(s) for locations and additional information.
7.7	7040-H	Pavement Removal
		Refer to F-Sheet(s) for additional information and locations. Removal limits shall be agreed upon with the Engineer prior to removal.

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: NO SCALE	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135

Sheet C.2

INDIANOLA, IOWA

VALLEY PLACE RECONSTRUCTION

GENERAL NOTES AND QUANTITIES

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
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SNYDER & ASSOCIATES

Project No: 1210135

Sheet C.2

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ESTIMATE REFERENCE INFORMATION

Item No.	Item Code	Description
---	---	**TRAFFIC CONTROL**
8.1	8030-A	Temporary Traffic Control
		Provide and maintain all temporary traffic control in accordance with the Manual on Uniform Traffic Control Devices. Provide planking or granular surfacing as necessary to keep sidewalks open as directed by the Engineer incidental to this item. Refer to J-Sheets.
8.2	-	Loop Detectors
		Furnish and install all material necessary to construct functional loop detector. Refer to B and D-Sheet(s) for additional information and location.
		Count each loop detector installed for payment.
		Payment will be at the contract unit price for each and includes furnishing materials compliant with SUDAS section 8010.2.02.A and installation compliant with 8010.3.02.A.
8.3	-	Pedestrian Push Buttons
		Relocate pedestrian push buttons and signs from existing traffic signal poles to proposed poles. Furnish and install all materials necessary to install functional push buttons. Refer to SUDAS Figures 8010.102 for pedestal pole foundation details and 8010.106 for pedestal pole details.
		Top of pole shall be 5 feet above finished grade. Poles shall be aluminum with a satin brush finished.
		Payment will be at the lump sum price and includes furnishing and installing pedestal poles compliant with SUDAS Sections 8010.2.05.D and 8010.3.05.B. Also includes all materials, labor, and equipment required to: install functional pedestrian push buttons including concrete foundations; remove and resinstall push buttons and associated signs; fill existing pedestrian push button holes in traffic signal poles.
8.4	-	Remove and Reinstall Street Signs
		Count each street sign removed and reinstalled for payment.
		Payment will be at the contract unit price for each and includes all materials, labor, and equipment to remove sign posts, store signs, and reinstall signs.
---	---	**SITE WORK AND LANDSCAPING**
9.1	9010-B	Hydraulic Seeding, Fertilizing, and Mulching
		Treat all disturbed areas within the project site. Type 1 (Permanent Lawn) Mixture shall be used. Contractor shall conduct a pre-seeding walk through with engineer to verify that seedbed is properly prepared.
		Apply permanent seeding within the August 10 and September 30 seeding window.
9.2	9040-D-1	Filter Sock, 8"
9.3	9040-D-2	Filter Socks, Removal
		Install along curb lines and project limits to prevent uncontrolled stormwater from leaving site. Install in front of open throat intakes. Remove once seeding is established.
---	---	**MISCELLANEOUS**
11.1	11010-A	Construction Survey
		Survey and staking as necessary for construction of the project as shown in the contract documents shall be required. The Contractor shall perform topographic survey and stake to the extent necessary to allow replacement of roadways at existing grades, construction of ADA compliant accessible sidewalks, construction of relocated curb lines, and all other associated features while maintaining positive drainage.
		The Contractor is responsible for establishing benchmarks and submitting to the Engineer surveyed elevations of roadway grades, pedestrian features, and offsets prior to pavement removal and after construction for the purpose of supplying survey data for record drawing submittals.
11.2	11020-A	Mobilization

11.3	11050-A	Concrete Washout

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DMM	Scale: NO SCALE	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 121013S

Sheet C.3

INDIANOLA, IOWA

VALLEY PLACE RECONSTRUCTION

GENERAL NOTES AND QUANTITIES

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
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Project No: 121013S

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GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING FEATURES ON SITE (SIGNS, DRIVES, CURBS, SIDEWALKS, PLANT MATERIAL, LIGHTS, BUILDINGS, ETC.) WHICH MAY OCCUR DURING CONSTRUCTION. EXERCISE EXTREME CARE WHEN PERFORMING CONSTRUCTION ACTIVITIES NEAR EXISTING PAVEMENT. THE CONTRACTOR SHALL USE EQUIPMENT THAT REDUCES THE RISK OF DAMAGE AND MINIMIZES VIBRATIONS TO THE SURROUNDING BUILDINGS. THE CONTRACTOR SHALL REPAIR ANY DAMAGES WITHOUT ADDITIONAL COMPENSATION.
2. COMPLETE ALL CONSTRUCTION IN ACCORDANCE WITH THE 2021 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND INDIANOLA SUPPLEMENTAL SPECIFICATIONS TO SUDAS, THESE PROJECT PLANS, AND CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL NOTIFY THE CITY OF INDIANOLA, INDIANOLA MUNICIPAL UTILITIES (IMU), ENGINEER, AND IOWA ONE-CALL AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
4. BASE DRAWINGS ARE FROM AERIAL PHOTOGRAPHY. LOCATIONS OF UTILITIES, VALVES, MANHOLES, DRIVEWAYS, TREES, AND BUILDINGS ARE APPROXIMATE. NO TOPOGRAPHIC SURVEY WAS PERFORMED.
5. THE CONTRACTOR SHALL TAKE CARE TO STAKE THE EXISTING ALIGNMENT, PROFILE, AND FEATURES TO ALLOW PROPER REPLACEMENT OF THE EXISTING ROADWAY AND FEATURES. IF A DRAINAGE ISSUE OR UTILITY CONFLICT IS APPARENT DURING THE STAKING OR GRADING, CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO ISSUES CAN BE RESOLVED PRIOR TO PAVING OPERATIONS.
6. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
7. UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORDS OBTAINED. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN USE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. CONTRACTOR SHALL LOCATE ALL UTILITIES IN FIELD PRIOR TO DEMOLITION. UTILITY DEPTHS ARE UNKNOWN AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NO COMPENSATION WILL BE MADE TO THE CONTRACTOR FOR THIS WORK.
8. NOTIFY UTILITY COMPANIES PRIOR TO COMMENCING WORK. DO NOT INTERRUPT EXISTING UTILITIES OR SERVICES UNLESS DIRECTED BY ENGINEER. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. REPAIR ANY DAMAGE CAUSED BY THE CONTRACTOR'S CARELESSNESS AT THE CONTRACTOR'S EXPENSE.
9. LOCATIONS OF CONSTRUCTION LIMIT LINES ON PLANS ARE APPROXIMATE. FIELD VERIFY CONSTRUCTION AND REMOVAL LIMITS WITH ENGINEER.
10. SET MANHOLE LIDS, VALVE BOXES AND INTAKE CASTINGS FLUSH WITH EXISTING GRADES, UNLESS OTHERWISE NOTED.
11. STATIONING IS ALONG CENTERLINE OF PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO TYPICAL SECTION ON SHEET B.01.
12. DO NOT STORE EQUIPMENT AND/OR MATERIALS ON PAVEMENT OR WITHIN PUBLIC RIGHT OF WAY ON STREETS OPEN TO TRAFFIC UNLESS OTHERWISE NOTED. SEE DRAWINGS FOR STAGING AND STORAGE LOCATION.
13. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL MATERIALS AND EQUIPMENT DURING NON-WORKING HOURS.
14. COORDINATE WITH CONTRACTING AUTHORITY IF EXISTING SIGNS IMPEDE CONSTRUCTION ACTIVITY. CONTRACTING AUTHORITY SHALL REMOVE, STORE AND REINSTALL, AT NO COST TO CONTRACTOR.
15. IN THE EVENT OF A QUANTITY DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
16. THE CONTRACTOR SHALL PROVIDE WASTE AREAS OR DISPOSAL SITES FOR WASTE MATERIAL REMOVED FROM THE PROJECT WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK. NO EXTRA PAYMENTS WILL BE MADE FOR MATERIAL HAULED TO THESE SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. DO NOT PLACE WASTE MATERIAL WITHIN THE RIGHT OF WAY.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING SOIL AND DEBRIS DEPOSITED BY CONSTRUCTION ACTIVITY OFF STREETS, DRIVEWAYS, SIDEWALKS, AND ADJACENT PROPERTIES. CONTRACTOR SHALL REMOVE ANY AND ALL SUCH DEBRIS SPILLED IMMEDIATELY.
18. PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION AND DUST POLLUTION. COMPLY WITH THE SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE AND ALL LOCAL ORDINANCES.
19. DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES UNLESS OTHERWISE NOTED. CONTRACTOR IS FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR THE HANDLING OF STORM WATER FLOW DURING CONSTRUCTION.
20. CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND TREES OUTSIDE THE CONSTRUCTION LIMITS. DO NOT REMOVE ANY TREES OR PLANT MATERIAL UNLESS SPECIFICALLY MARKED FOR REMOVAL.
21. THE TOP SIX INCHES OF ALL DISTURBED AREAS SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION, SUBJECT TO THE APPROVAL OF THE ENGINEER.
22. CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE OF PERFORMANCE OF WORK ITEMS. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND PRECONSTRUCTION CONFERENCE HAS BEEN COMPLETED. CONTRACTOR SHALL THEN PERFORM THE WORK AS TO CONFORM TO THE APPROVED SCHEDULE IN COORDINATION WITH THE ENGINEER.
23. PROTECT EXISTING PAVEMENT AND CURB NOT SPECIFICALLY SCHEDULED FOR REMOVAL. REMOVE AND REPLACE DAMAGED SURFACING WITHOUT ADDITIONAL COMPENSATION.
24. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AND SLOPES OF PAVEMENT, CURBS, AND OTHER SURFACES WHERE NEW CONSTRUCTION MEETS EXISTING SITE FEATURES TO AVOID ABRUPT TRANSITIONS. TIE BARS SHALL BE USED WHERE NEW PAVEMENT ABUTS EXISTING PCC PAVEMENT.
25. ALL HOLES RESULTING FROM OPERATIONS OF THE CONTRACTOR, INCLUDING REMOVAL OF SIGNS, POSTS, UTILITY POLES OR FOUNDATION STRUCTURES, SHALL BE FILLED AND CONSOLIDATED TO FINISH GRADE AS DIRECTED BY THE ENGINEER TO PREVENT FUTURE SETTLEMENT. THE VOIDS SHALL BE FILLED AS SOON AS PRACTICAL, PREFERABLY THE DAY CREATED AND NOT LATER THAN THE FOLLOWING DAY. ANY PORTION OF THE PROJECT LIMITS DISTURBED BY SUCH OPERATION SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITIONS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
26. CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA TO PREVENT SPREAD OF DUST. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
27. WHERE POSSIBLE, REMOVE PAVEMENT AND CURB TO NEAREST SOLID JOINT.
28. COORDINATE ALL DEMOLITION WORK WITH THE ENGINEER. FIELD VERIFY REMOVAL LIMITS WITH ENGINEER. ENGINEER TO PROVIDE FIELD LAYOUT MARKINGS WITH CONTRACTOR.
29. DO NOT REMOVE ANY TREES OR PLANT MATERIAL UNLESS SPECIFICALLY MARKED FOR REMOVAL.
30. FOR REMOVALS ADJACENT TO EXISTING PAVEMENT, SAWCUT TO FULL DEPTH AT THE EDGES OF THE REMOVAL LIMITS. A SECOND SAW CUT, 2 INCHES INSIDE THE INITIAL SAW CUT, IS REQUIRED.

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: NO SCALE	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet C.1

INDIANOLA, IOWA

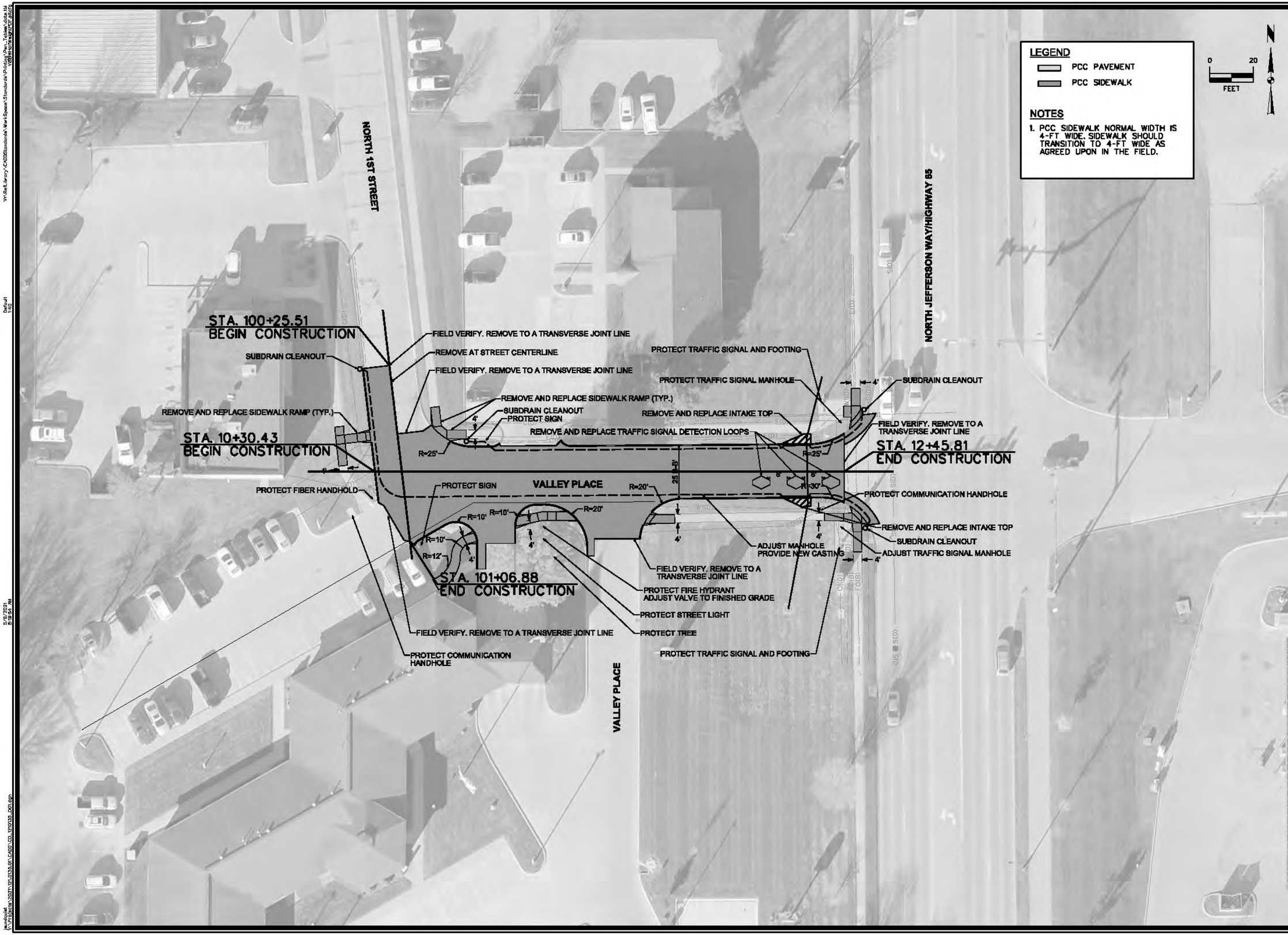
VALLEY PLACE RECONSTRUCTION

GENERAL NOTES AND QUANTITIES

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Project No: 1210135
Sheet C.1



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Engineer: JAS	Checked By: DMM	Scale: 1"= 20'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:
Project No: 1210135	Sheet D.1		

INDIANOLA, IOWA

VALLEY PLACE RECONSTRUCTION

PLAN VIEW

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Project No: 1210135

Sheet 190 D.1

LEGEND
REMOVE & REPLACE STREET PAVEMENT (TYP.)
REMOVE & REPLACE SIDEWALK (TYP.)
SAWCUT LINE

0 20
FEET

NORTH 1ST STREET

NORTH JEFFERSON WAY/HIGHWAY 65

STA. 100+25.51
BEGIN CONSTRUCTION

FIELD VERIFY. REMOVE TO A TRANSVERSE JOINT LINE

REMOVE AT STREET CENTERLINE

FIELD VERIFY. REMOVE TO A TRANSVERSE JOINT LINE

REMOVE AND REPLACE SIDEWALK RAMP (TYP.)

REMOVE AND REPLACE SIDEWALK RAMP (TYP.)

STA. 10+30.43
BEGIN CONSTRUCTION

PROTECT SIGN

R-45

PROTECT FIBER HANDHOLD

PROTECT SIGN

VALLEY PLACE

STA. 101+06.88
END CONSTRUCTION

FIELD VERIFY. REMOVE TO A TRANSVERSE JOINT LINE

PROTECT COMMUNICATION HANDHOLE

PROTECT TRAFFIC SIGNAL AND FOOTING

PROTECT TRAFFIC SIGNAL MANHOLE

REMOVE AND REPLACE INTAKE TOP

REMOVE AND REPLACE TRAFFIC SIGNAL DETECTION LOOPS

FIELD VERIFY. REMOVE TO A TRANSVERSE JOINT LINE

STA. 12+45.81
END CONSTRUCTION

PROTECT COMMUNICATION HANDHOLE

REMOVE AND REPLACE INTAKE TOP

ADJUST TRAFFIC SIGNAL MANHOLE

ADJUST MANHOLE
PROVIDE NEW CASTING

FIELD VERIFY. REMOVE TO A TRANSVERSE JOINT LINE

PROTECT FIRE HYDRANT
ADJUST VALVE TO FINISHED GRADE

PROTECT STREET LIGHT

PROTECT TREE

PROTECT TRAFFIC SIGNAL AND FOOTING

VALLEY PLACE

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DMM	Scale: 1"= 20'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet F.1

INDIANOLA, IOWA

VALLEY PLACE RECONSTRUCTION

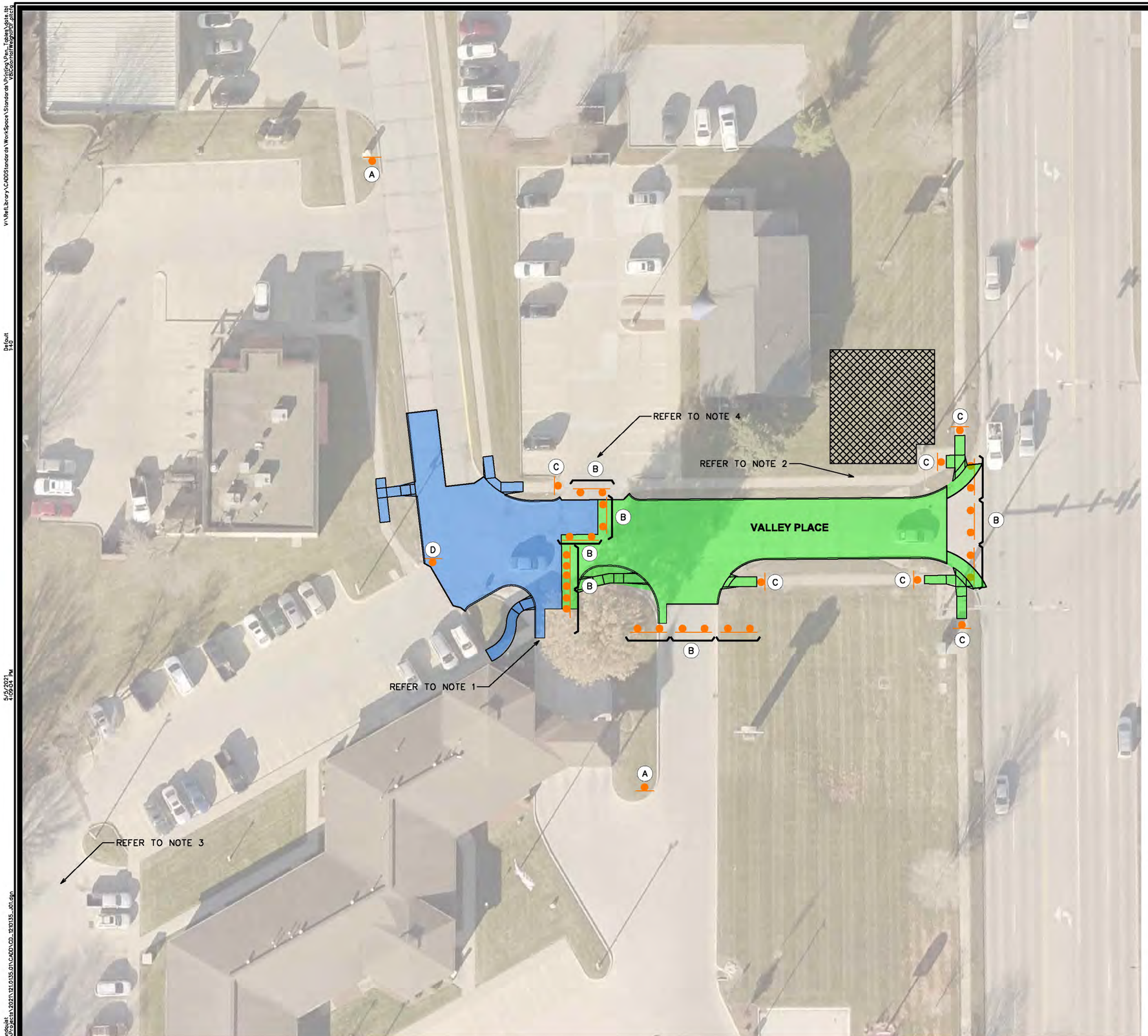
PAVEMENT REMOVAL

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Project No: 1210135
Sheet F.1



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NOTES:

1. PROVIDE ONE EGRESS LANE FROM BANK DRIVE-THRU FOR EACH STAGE.
2. PROTECT SIDEWALK CROSSING. DOCUMENT CONDITION OF SIDEWALK PRIOR TO MOBILIZATION. SIDEWALK DAMAGED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
3. ADD "D" SIGN FACING WEST AT TRUBANK DRIVEWAY ENTRANCE FROM THE WEST SIDE.
4. MAINTAIN PAVED ACCESS TO IOWA REALTY BUILDING AT ALL TIMES.

LEGEND

ROAD CLOSED AHEAD W20-3 48" x 48" (A)	ROAD CLOSED R11-2 48" x 30" PLACE SIGN ON CENTER OF TYPE 3 BARRICADE (B)
SIDEWALK CLOSED R9-9 24" x 12" (C)	NO COMMERCIAL VEHICLES R5-4 24" x 30" (D)

LEGEND

- SAFETY CLOSURE
- TRAFFIC SIGN
- TYPE 3 BARRICADE. USE 3 BARRICADES WITH REFLECTIVE ORANGE FENCE FOR EACH SAFETY CLOSURE.
- CONTRACTOR STAGING AND STORAGE
- STAGE 1
- STAGE 2 - OPEN TO TRAFFIC

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: 1"= 20'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet J.1

VALLEY PLACE RECONSTRUCTION

STAGING PLAN - STAGE 1

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Project No: 1210135
Sheet J.1

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NOTES:

1. PROVIDE ONE EGRESS LANE FROM BANK DRIVE-THRU FOR EACH STAGE.
2. ADD "D" SIGN FACING WEST AT TRUBANK DRIVEWAY ENTRANCE FROM THE WEST SIDE.
3. MAINTAIN PAVED ACCESS TO IOWA REALTY BUILDING AT ALL TIMES.

LEGEND

ROAD CLOSED AHEAD
W20-3
48" x 48"
(A)

ROAD CLOSED
R11-2
48" x 30"
PLACE SIGN ON CENTER OF TYPE 3 BARRICADE
(B)

SIDEWALK CLOSED
R9-9
24" x 12"
(C)

NO COMMERCIAL VEHICLES
R5-4
24" x 30"
(D)

LEGEND

- SAFETY CLOSURE
- TRAFFIC SIGN
- TYPE 3 BARRICADE. USE 3 BARRICADES WITH REFLECTIVE ORANGE FENCE FOR EACH SAFETY CLOSURE.
- CONTRACTOR STAGING AND STORAGE
- STAGE 1 - OPEN TO TRAFFIC
- STAGE 2

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: 1"= 20'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet J.2

VALLEY PLACE RECONSTRUCTION

INDIANOLA, IOWA

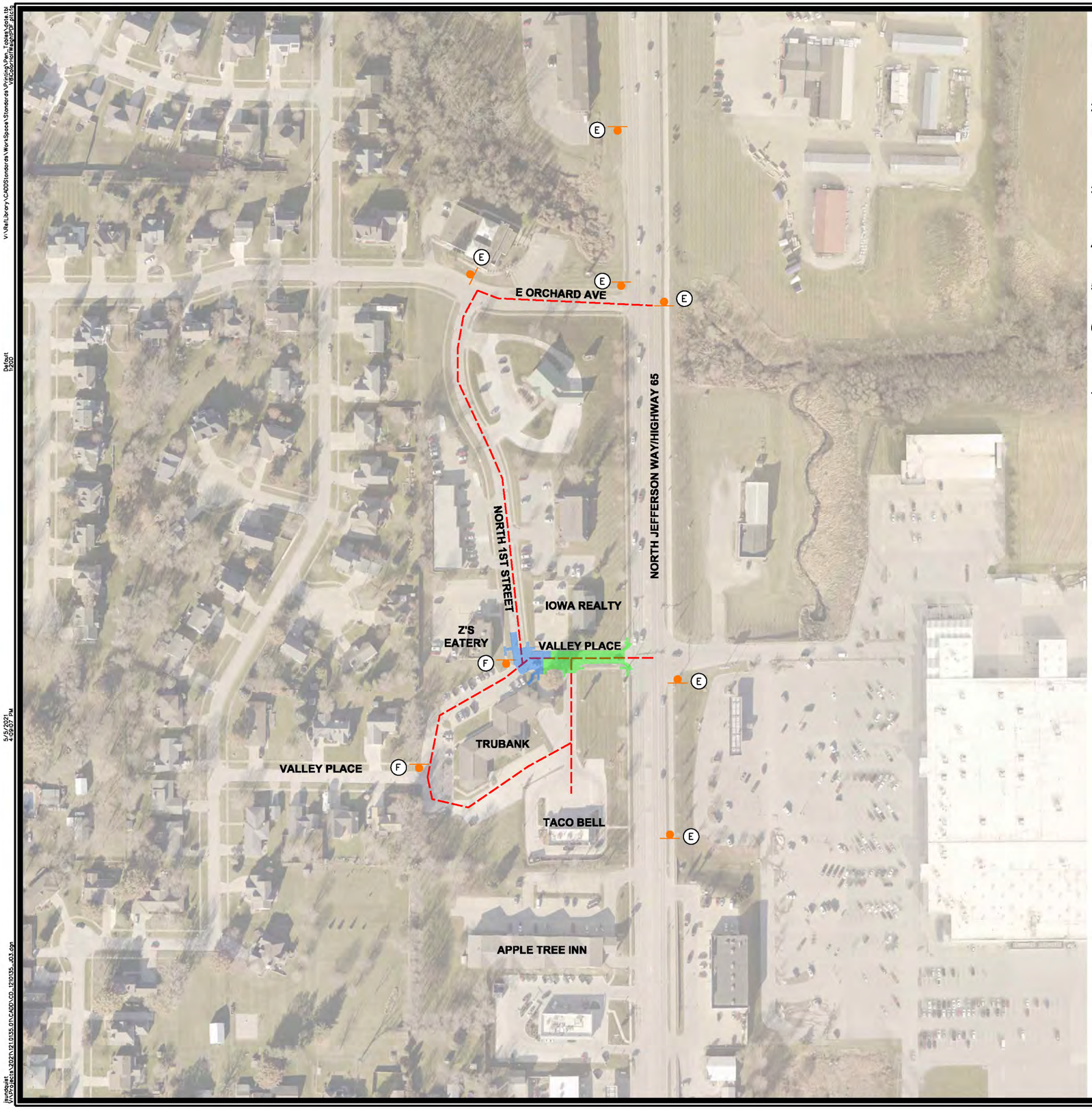
STAGING PLAN - STAGE 2

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Project No: 1210135
Sheet J.2

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TRAFFIC CONTROL NOTES

1. USE IOWA DOT STANDARD ROAD PLAN TC-419 FOR SB NEAR LANE CLOSURE OF US 65/NORTH JEFFERSON WAY.
2. CLOSE NORTHBOUND CONTINUOUS LEFT-TURN LANE COMMENCING AT THE APPLE TREE INN DRIVEWAY AND ENDING AT VALLEY PLACE. CLOSURE SHALL BE IN EFFECT OVER THE DURATION OF STAGE 1 CONSTRUCTION. USE STANDARD ROAD PLAN TC-429.
3. OMIT NORTH BOUND LEFT-TURN SIGNAL PHASE IN THE CABINET OVER THE DURATION OF STAGE 1 CONSTRUCTION.
4. WAYFINDING SIGNS TO PROVIDE EQUIVALENT VISIBILITY AS 48"X48" W20-5 SIGN.
5. USE TC-202 WHEN NEAR LANE CLOSURE OF US 65/NORTH JEFFERSON WAY IS NOT IN USE.
6. OMIT ALL EASTBOUND PHASES IN TRAFFIC SIGNAL CABINET. OMIT NORTHBOUND LEFT TURN PHASE IN TRAFFIC SIGNAL CABINET. OMITTING PHASES MUST BE ACCOMPLISHED PRIOR TO PAVEMENT REMOVAL.
7. DO NOT RESTRICT PUBLIC ACCESS ON ADJACENT SIDEWALKS DURING CONSTRUCTION. KEEP SIDEWALKS CLEAR OF EQUIPMENT AND MATERIALS AT ALL TIMES EXCEPT WHERE NOTED AS CLOSED. CLEARLY MARK SIDEWALK CLOSURES AND BARRICADE AS NECESSARY TO PROTECT UNCURED PAVEMENT.

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FEET

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LEGEND

- DETOUR PATH
- TRAFFIC SIGN
- STAGE 1
- STAGE 2 - OPEN TO TRAFFIC

LEGEND

TACO BELL TRUBANK IOWA REALTY Z'S EATERY (E) ORIENT ARROW AS APPROPRIATE

TACO BELL (F) ORIENT ARROW AS APPROPRIATE

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: 1"= 100'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet J.3

VALLEY PLACE RECONSTRUCTION
INDIANOLA, IOWA
TRAFFIC CONTROL - STAGE 1

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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet J.3



TRAFFIC CONTROL NOTES

1. WAYFINDING SIGNS TO PROVIDE EQUIVALENT VISIBILITY AS 48"X48" W20-5 SIGN.
2. DO NOT RESTRICT PUBLIC ACCESS ON ADJACENT SIDEWALKS DURING CONSTRUCTION. KEEP SIDEWALKS CLEAR OF EQUIPMENT AND MATERIALS AT ALL TIMES EXCEPT WHERE NOTED AS CLOSED. CLEARLY MARK SIDEWALK CLOSURES AND BARRICADE AS NECESSARY TO PROTECT UNCURED PAVEMENT.
3. USE TC-202 WHEN NEAR LANE CLOSURE OF US 65/NORTH JEFFERSON WAY IS NOT IN USE.

0 100 FEET

N

LEGEND

- DETOUR PATH
- TRAFFIC SIGN
- STAGE 1 - OPEN TO TRAFFIC
- STAGE 2

LEGEND

TACO BELL TRUBANK IOWA REALTY	Z'S EATERY
G	H
ORIENT ARROW AS APPROPRIATE	ORIENT ARROW AS APPROPRIATE

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: 1"= 100'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet J.4

VALLEY PLACE RECONSTRUCTION
INDIANOLA, IOWA
TRAFFIC CONTROL - STAGE 2

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet J.4

NORTH 1ST STREET

NORTH JEFFERSON WAY/HIGHWAY 65

VALLEY PLACE

VALLEY PLACE

REFER TO DETAIL 2 ON SHEET S.2 FOR SIDEWALK DESIGN INFORMATION

REFER TO DETAIL 4 ON SHEET S.2 FOR SIDEWALK DESIGN INFORMATION

REFER TO DETAIL 1 ON SHEET S.2 FOR SIDEWALK DESIGN INFORMATION

REFER TO DETAIL 1 ON SHEET S.3 FOR SIDEWALK DESIGN INFORMATION

REFER TO SHEET S.4 FOR SIDEWALK DESIGN INFORMATION

REFER TO DETAIL 3 ON SHEET S.2 FOR SIDEWALK DESIGN INFORMATION

REFER TO SHEET S.4 FOR SIDEWALK DESIGN INFORMATION

0 20
FEET

N

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DMM	Scale: 1"= 20'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135

Sheet S.1

VALLEY PLACE RECONSTRUCTION

INDIANOLA, IOWA

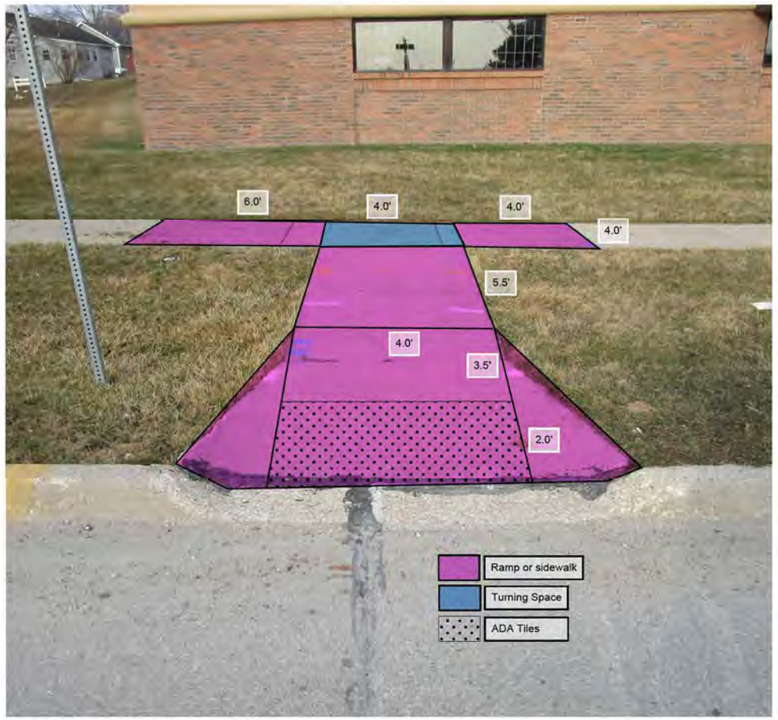
SIDEWALK LAYOUT OVERVIEW

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

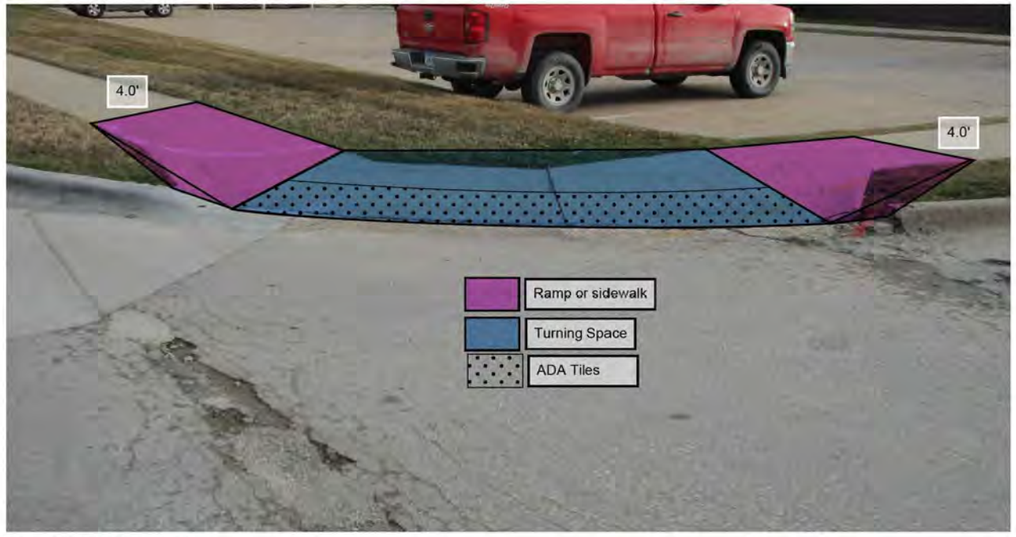
SNYDER & ASSOCIATES

Project No: 1210135

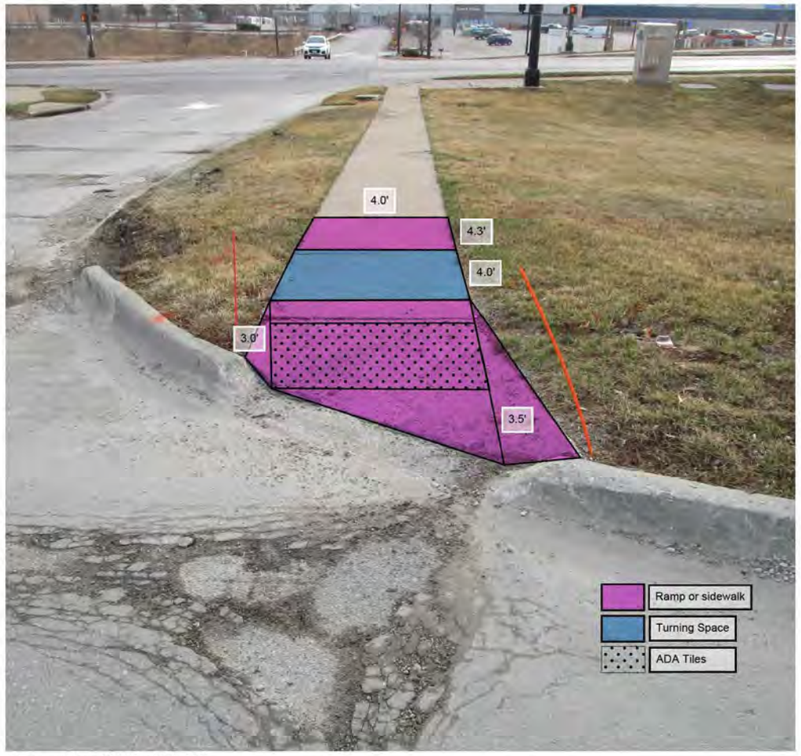
Sheet S.1



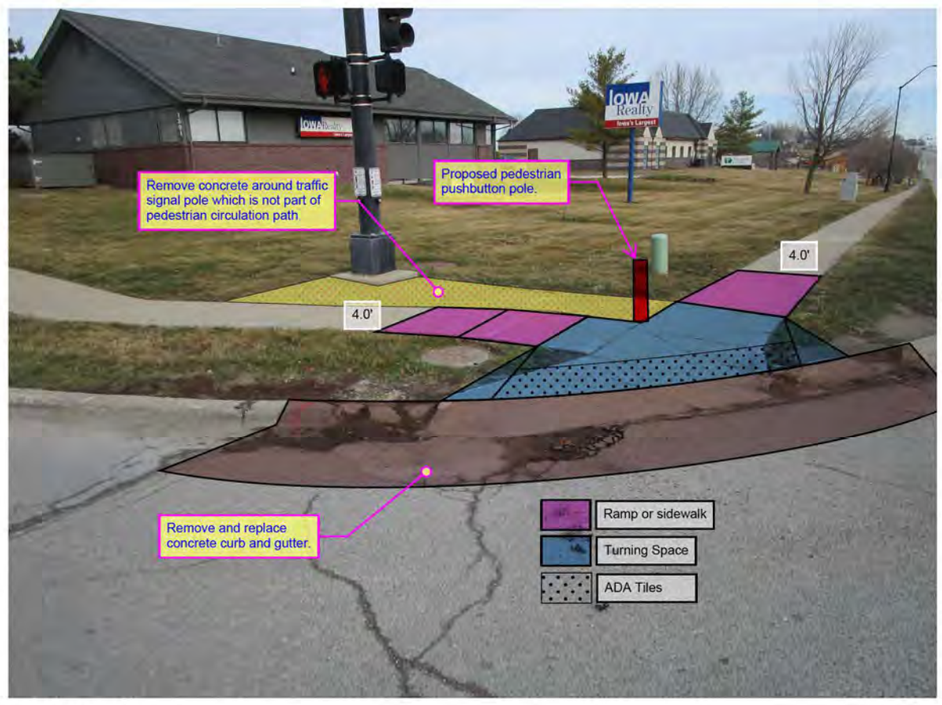
1 S.2 **SIDEWALK DETAIL**
NO SCALE



2 S.2 **SIDEWALK DETAIL**
NO SCALE



3 S.2 **SIDEWALK DETAIL**
NO SCALE



4 S.2 **SIDEWALK DETAIL**
NO SCALE

NOTES:
1. ALL TURNING SPACES ARE TO BE 1.5% MAX CROSS OR LONGITUDINAL SLOPE.
2. FIELD VERIFY PROPOSED DESIGN ON-SITE WITH ENGINEER PRIOR TO CONCRETE REMOVAL.

MARK	REVISION	DATE	BY

Engineer: JAS | Checked By: DMM | Scale: NONE
Technician: JDS | Date: 05/17/2021 | Field Bk: Pg

Project No: 1210135 | Sheet S.2

VALLEY PLACE RECONSTRUCTION

SIDEWALK DETAILS

INDIANOLA, IOWA

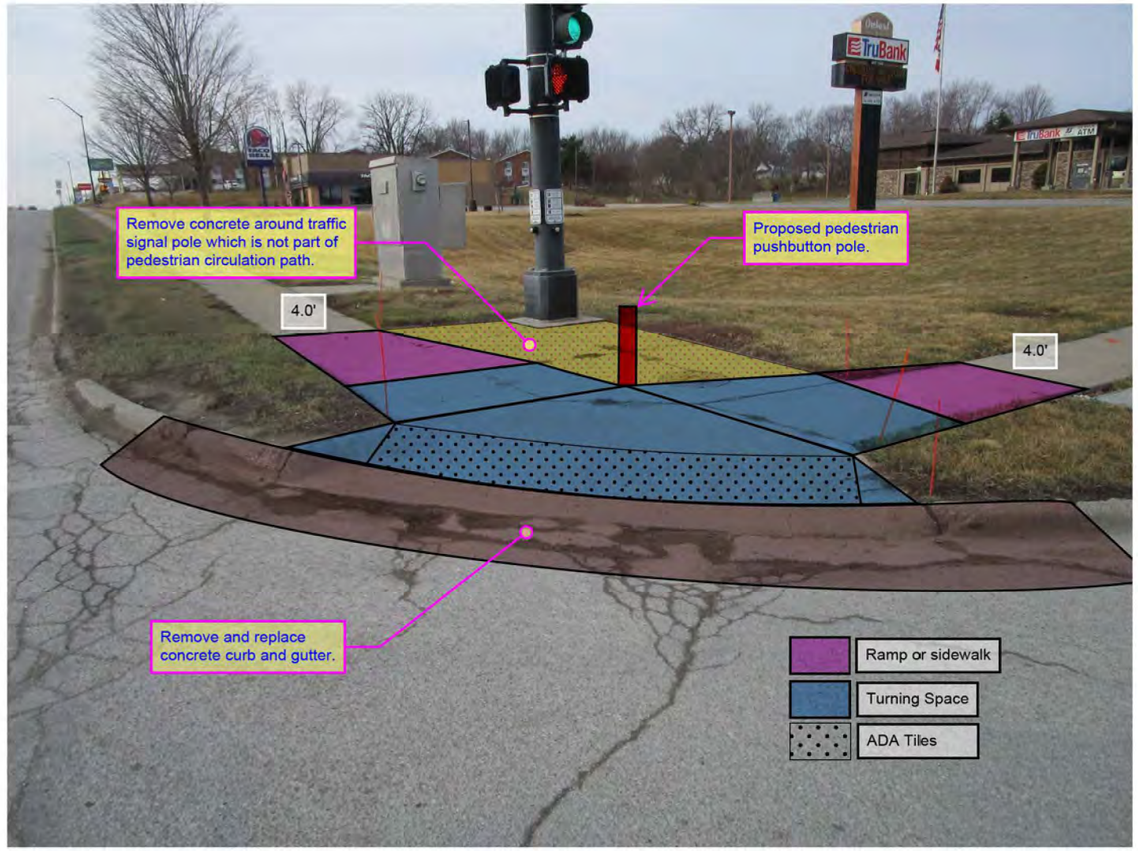
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet S.2

NOTES:
1. ALL TURNING SPACES ARE TO BE 1.5% MAX CROSS OR LONGITUDINAL SLOPE.

2. FIELD VERIFY PROPOSED DESIGN ON-SITE WITH ENGINEER PRIOR TO CONCRETE REMOVAL.



1 S.3 SIDEWALK DETAIL
NO SCALE

MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: NONE	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet S.3

VALLEY PLACE RECONSTRUCTION
INDIANOLA, IOWA
SIDEWALK DETAILS

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet 198 S.3

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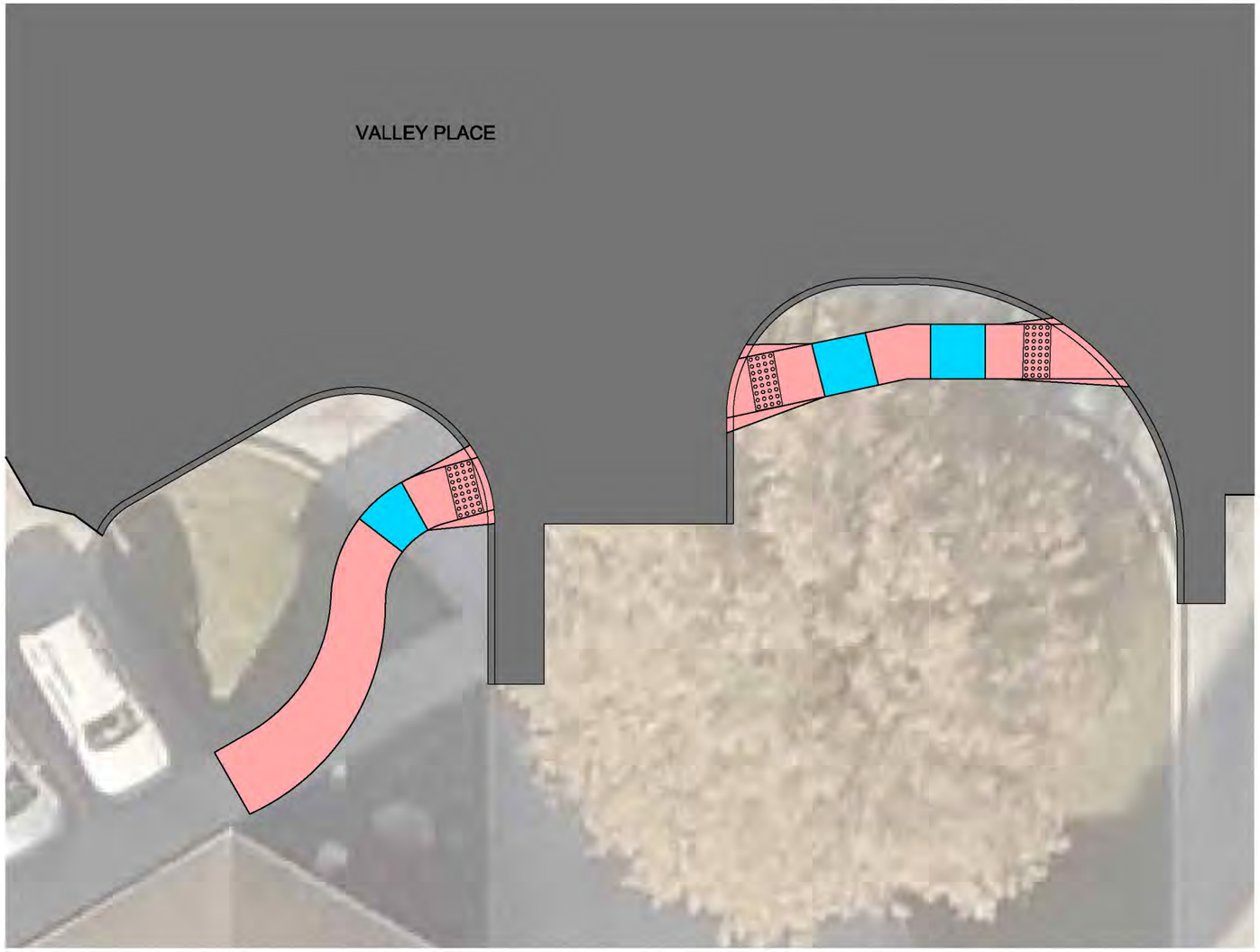
LEGEND

- RAMP OR SIDEWALK
- TURNING SPACE
- ADA TILES

NOTES:
1. ALL TURNING SPACES ARE TO BE 1.5% MAX CROSS OR LONGITUDINAL SLOPE.
2. FIELD VERIFY PROPOSED DESIGN ON-SITE WITH ENGINEER PRIOR TO CONCRETE REMOVAL.

N

0 5
FEET



MARK	REVISION	DATE	BY
Engineer: JAS	Checked By: DNM	Scale: 1" = 5'	
Technician: JDS	Date: 05/17/2021	Field Bk:	Pg:

Project No: 1210135 Sheet S.4

VALLEY PLACE RECONSTRUCTION
INDIANOLA, IOWA
SIDEWALK DETAILS

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210135
Sheet 199 S.4

OPINION OF PROBABLE CONSTRUCTION COSTS

SNYDER & ASSOCIATES

VALLEY PLACE RECONSTRUCTION
NORTH JEFFERSON WAY TO NORTH 1ST STREET
INDIANOLA, IA
121.0135

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
	EARTHWORK				
2.1	Topsoil, On-Site	60	CY	$ 40.00	$ 2,400.00
2.2	Topsoil, Off-Site	15	CY	$ 150.00	$ 2,250.00
2.3	Excavation, Class 10	162	CY	$ 50.00	$ 8,100.00
2.4	Subgrade Preparation	970	SY	$ 8.00	$ 7,760.00
2.5	Subbase, 6", Modified	970	SY	$ 15.00	$ 14,550.00
2.6	Compaction Testing	1	LS	$ 4,000.00	$ 4,000.00
	SEWERS AND DRAINS				
4.1	Subdrain, PVC, 6"	480	LF	$ 25.00	$ 12,000.00
4.2	Subdrain Cleanout, Type A-1, 6"	4	EA	$ 700.00	$ 2,800.00
4.3	Subdrain Outlets and Connections, Outlet into Structure, 6"	4	EA	$ 750.00	$ 3,000.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	Manhole Adjustment, Minor	1	EA	$ 2,000.00	$ 2,000.00
6.2	Reconstruct Intake Throat	2	EA	$ 1,500.00	$ 3,000.00
	STREETS AND RELATED WORK				
7.1	Pavement, PCC, 8"	857	SY	$ 75.00	$ 64,275.00
7.2	PCC Pavement Samples and Testing	1	LS	$ 2,000.00	$ 2,000.00
7.3	Removal of Sidewalk	110	SY	$ 14.00	$ 1,540.00
7.4	Sidewalk, PCC, 4"	22	SY	$ 60.00	$ 1,320.00
7.5	Sidewalk, PCC, 6"	64	SY	$ 100.00	$ 6,400.00
7.6	Detectable Warning	84	SF	$ 45.00	$ 3,780.00
7.7	Pavement Removal	891	SY	$ 10.00	$ 8,910.00
	TRAFFIC CONTROL				
8.1	Temporary Traffic Control	1	LS	$ 10,000.00	$ 10,000.00
8.2	Loop Detectors	3	EA	$ 1,500.00	$ 4,500.00
8.3	Pedestrian Push Buttons	1	LS	$ 6,000.00	$ 6,000.00
8.4	Remove and Reinstall Street Signs	3	EA	$ 450.00	$ 1,350.00
	SITE WORK AND LANDSCAPING				
9.1	Hydraulic Seeding, Fertilizing, and Mulching	0.1	ACRE	$ 30,000.00	$ 3,000.00
9.2	Filter Sock, 8"	475	LF	$ 4.00	$ 1,900.00
9.3	Filter Socks, Removal	475	LF	$ 1.40	$ 665.00
	MISCELLANEOUS				
11.1	Construction Survey	1	LS	$ 25,000.00	$ 25,000.00
11.2	Mobilization	1	LS	$ 12,500.00	$ 12,500.00
11.3	Concrete Washout	1	LS	$ 3,500.00	$ 3,500.00
				CONSTRUCTION TOTAL:	$ 218,500.00

Information

Subject

Public Hearing on the proposed plans, specifications, form of contract and estimate of cost for the Valley Place Reconstruction project.

Information

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

Attachments

No file(s) attached.

Information

Subject

Resolution approving the plans, specifications, form of contract and estimate of cost for the Valley Place Reconstruction project.

Information

Roll call is in order.

Attachments

Resolution Approving Plans

City of Indianola

RESOLUTION NO 2021-

RESOLUTION APPROVING THE FINAL PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE VALLEY PLACE RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Indianola, Iowa (the "City") has determined it appropriate to work on the Valley Place Reconstruction Project (will be referred as the "Project"), where pavement reconstruction is required to replace the failed pavement on Valley Place, between North 1st Street and North Jefferson Way; and

WHEREAS, this Council has heretofore approved the final plans, specifications and form of contract for the proposed Project, and, provided for a notice of public hearing and notice to bidders on proposed plans and specifications and proposed form of contract for the Project, and the taking of bids; and

WHEREAS, a public hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby approved, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

PASSED AND APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject

Resolution awarding the contract for the Valley Place Reconstruction project.

Information

Roll call is in order.

Attachments

Valley Place Memorandum
Recommendation of Award
Bid Tabulation
Notice of Award
Resolution Awarding Contract

CITY OF INDIANOLA EST. 1849

PUBLIC WORKS

To: Mayor and City Council

CC: Ryan Waller, City Manager and

Andy Lent, City Clerk/CFO

From: Akhilesh Pal, Public Works Director

Date: June 21, 2021

Re: Resolution awarding a contract to TK Concrete, Inc. for the Valley Place Pavement Reconstruction Project

---

The Valley Place Pavement Reconstruction Project was advertised, and bids were received and publicly read on June 8, 2021. The scope of work for this project will allow for replacement of the existing concrete pavement on Valley Place, from North 1st Street to North Jefferson Way, which has failed beyond repair and it requires complete reconstruction. This project will also upgrade the existing sidewalk ramps to meet ADA standards. If the project is awarded, construction is planned to be completed by October 30, 2021.

Two bids were received, and the lowest apparent bid was submitted by TK Concrete, Inc., for a total amount of $210,620, which is $7,880 (3.6%) below the engineers estimate of $218,500. The engineering consultant for this project, Snyder & Associates, Inc., reviewed the bids and recommended that the city award this project to TK Concrete, Inc. for a total amount of $210,620.

If the construction of this project is awarded to TK Concrete, Inc., Staff recommends authorizing the City Manager an additional $21,000 (approximately 10.0% of the contract amount) as construction contingency for unforeseen circumstances, and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

During FY2022, the council approved Capital Improvement Plan has allocated a total amount of $218,700 (in Fund 321) for this project. Of this total of $218,700, an amount of $179,700 is planned for construction expenses. Although the low bid from TK Concrete, in the amount of $210,620, and the construction contingency, in the amount of $21,000, is exceeding the planned construction expenses of $179,700 in FY2022, there is adequate funds available in the Road Use Tax fund to fill this gap.

Enclosures: Resolution, Bid tabulation, letter from Snyder & Assoc, and Notice of Award.

June 9, 2021

Andy Lent
City Clerk/Finance Director
City of Indianola
110 N. 1st St.
P.O. Box 299
Indianola, IA 50125

RE: RECOMMENDATION OF AWARD
VALLEY PLACE RECONSTRUCTION PROJECT
INDIANOLA, IOWA
PROJECT NO. 121.0135

Dear Mr. Lent:

At 2:00 pm on Tuesday, June 8, bids were received for the Valley Place Reconstruction Project. The proposed project includes reconstruction of Valley Place from North Jefferson Way to North 1st Street. The project includes street paving, sidewalk paving, storm and sanitary sewer, traffic signalization, and related improvements.

Two bids were received and opened with no irregularities. Bids ranged from $210,620 to $269,370. The Engineer's estimate totaled 218,500 excluding the 10% bid contingency. The bids are summarized below, in the order they were opened:

Bidder	**Total Bid**
Absolute Concrete, Slater, IA	$269,370.00
TK Concrete, Pella, IA	$210,620.00

All bids were reviewed and no errors were discovered. A bid tabulation is enclosed.

Bids were evaluated based on the total in accordance with the contract documents. The low bid was submitted by TK Concrete of Pella, Iowa.

It is our recommendation to award the contract to the low bidder, TK Concrete, as they are not an excluded party per the System for Award Management (SAM) and have significant experience on similar projects. We believe TK Concrete is a responsible, responsive bidder and fully capable of successfully carrying out the requirements of the contract.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jerry Selbher, P.E.
Project Manager

Enclosure

cc: Akhilesh Pal

JAS/kdd

TABULATION OF BIDS
Valley Place Reconstruction
City of Indianola
121.0135.01
Bid Date/Time: June 8, 2021 at 2:00 PM

				ENGINEER'S ESTIMATE		1 TK CONCRETE PELLA, IOWA		2 ABSOLUTE CONCRETE SLATER, IOWA	
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
	EARTHWORK								
2.1	Topsoil, On-Site	CY	60	$ 40.00	$ 2,400.00	$ 25.00	$ 1,500.00	$ 35.00	$ 2,100.00
2.2	Topsoil, Off-Site	CY	15	$ 150.00	$ 2,250.00	$ 75.00	$ 1,125.00	$ 60.00	$ 900.00
2.3	Excavation, Class 10	CY	162	$ 50.00	$ 8,100.00	$ 20.00	$ 3,240.00	$ 40.00	$ 6,480.00
2.4	Subgrade Preparation	SY	970	$ 8.00	$ 7,760.00	$ 3.00	$ 2,910.00	$ 2.25	$ 2,182.50
2.5	Subbase, 6", Modified	SY	970	$ 15.00	$ 14,550.00	$ 10.00	$ 9,700.00	$ 21.00	$ 20,370.00
2.6	Compaction Testing	LS	1	$ 4,000.00	$ 4,000.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
	SEWERS AND DRAINS								
4.1	Subdrain, PVC, 6"	LF	480	$ 25.00	$ 12,000.00	$ 20.85	$ 10,008.00	$ 40.00	$ 19,200.00
4.2	Subdrain Cleanout, Type A-1, 6"	EA	4	$ 700.00	$ 2,800.00	$ 375.00	$ 1,500.00	$ 1,050.00	$ 4,200.00
4.3	Subdrain Outlets and Connections, Outlet into Structure, 6"	EA	4	$ 750.00	$ 3,000.00	$ 750.00	$ 3,000.00	$ 885.00	$ 3,540.00
	STRUCTURES FOR SANITARY AND STORM								
6.1	Manhole Adjustment, Minor	EA	1	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 2,050.00	$ 2,050.00
6.2	Reconstruct Intake Throat	EA	2	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 4,500.00	$ 9,000.00
	STREETS AND RELATED WORK								
7.1	Pavement, PCC, 8"	SY	857	$ 75.00	$ 64,275.00	$ 75.00	$ 64,275.00	$ 92.00	$ 78,844.00
7.2	PCC Pavement Samples and Testing	LS	1	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,750.00	$ 2,750.00
7.3	Removal of Sidewalk	SY	110	$ 14.00	$ 1,540.00	$ 10.00	$ 1,100.00	$ 27.00	$ 2,970.00
7.4	Sidewalk, PCC, 4"	SY	22	$ 60.00	$ 1,320.00	$ 75.00	$ 1,650.00	$ 450.00	$ 9,900.00
7.5	Sidewalk, PCC, 6"	SY	64	$ 100.00	$ 6,400.00	$ 85.00	$ 5,440.00	$ 225.00	$ 14,400.00
7.6	Detectable Warning	SF	84	$ 45.00	$ 3,780.00	$ 40.00	$ 3,360.00	$ 62.00	$ 5,208.00
7.7	Pavement Removal	SY	891	$ 10.00	$ 8,910.00	$ 12.00	$ 10,692.00	$ 10.50	$ 9,355.50
	TRAFFIC CONTROL								
8.1	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 6,900.00	$ 6,900.00	$ 10,000.00	$ 10,000.00
8.2	Loop Detectors	EA	3	$ 1,500.00	$ 4,500.00	$ 2,640.00	$ 7,920.00	$ 2,500.00	$ 7,500.00
8.3	Pedestrian Push Buttons	LS	1	$ 6,000.00	$ 6,000.00	$ 10,350.00	$ 10,350.00	$ 3,895.00	$ 3,895.00
8.4	Remove and Reinstall Street Signs	EA	3	$ 450.00	$ 1,350.00	$ 450.00	$ 1,350.00	$ 375.00	$ 1,125.00
	SITE WORK AND LANDSCAPING								
9.1	Hydraulic Seeding, Fertilizing, and Mulching	ACRE	0.1	$ 30,000.00	$ 3,000.00	$ 25,000.00	$ 2,500.00	$ 20,000.00	$ 2,000.00
9.2	Filter Sock, 8"	LF	475	$ 4.00	$ 1,900.00	$ 5.00	$ 2,375.00	$ 3.00	$ 1,425.00
9.3	Filter Socks, Removal	LF	475	$ 1.40	$ 665.00	$ 1.00	$ 475.00	$ 1.00	$ 475.00
	MISCELLANEOUS								
11.1	Construction Survey	LS	1	$ 25,000.00	$ 25,000.00	$ 22,500.00	$ 22,500.00	$ 27,000.00	$ 27,000.00
11.2	Mobilization	LS	1	$ 12,500.00	$ 12,500.00	$ 29,000.00	$ 29,000.00	$ 20,000.00	$ 20,000.00
11.3	Concrete Washout	LS	1	$ 3,500.00	$ 3,500.00	$ 1,250.00	$ 1,250.00	$ 1,000.00	$ 1,000.00
			TOTAL BID:		$ 218,500.00		$ 210,620.00		$ 269,370.00
			BID SECURITY:				10%		10%

Notes
- -

NOTICE OF AWARD

To: TK Concrete, Inc.
1608 Fifield Road
Pella, IA 50219

The City Council of the City of Indianola, Iowa considered the proposal submitted by you on June 21, 2021 in the City of Indianola, Iowa. It appears that it is to the best interest of the City of Indianola, Iowa to accept your proposal in the amount of two hundred ten thousand, six hundred twenty dollars ($210,620.00). You are hereby notified that your proposal has been accepted for the VALLEY PLACE RECONSTRUCTION PROJECT subject to completion of financing and approval of the Contract.

You are required by the "Notice of Hearing" and "Proposal" to execute the formal Contract with the City of Indianola and to furnish the required Contractor's performance, payment, and maintenance bond within the terms specified in the "Notice of Hearing" and "Proposal".

If you fail to execute said Contract and to furnish said bond within ten (10) days from the date of delivery of the "Notice of Award", the City of Indianola will be entitled to consider all your rights arising out of the City of Indianola's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work, or otherwise dispose thereof as the City of Indianola may see fit.

Dated this 21st day of June, 2021.

CITY OF INDIANOLA, IOWA

By _____

Title _____

Acceptance of Notice
Receipt of the Above

"Notice of Award" is hereby acknowledged this 16th day of June, 2021.

TK Concrete, Inc.
Contractor

By Tony J. VerMeer

Title President

City of Indianola

RESOLUTION NO 2021-

RESOLUTION AWARDING A CONTRACT TO TK CONCRETE, INC.
FOR THE VALLEY PLACE RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Indianola, Iowa, has heretofore deemed it necessary and desirable to approve the Valley Place Reconstruction Project (will be known as the "Project"); and,

WHEREAS, the bids for the aforementioned Project were received, opened, and tabulated as per published notice; and,

WHEREAS, the bid in the amount of $210,620 from TK Concrete, Inc. was the lowest responsive and responsible bid for the said project; and,

WHEREAS, the City desires to authorize the City Manager to allow a $21,000 contingency amount for unforeseen construction circumstances.

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

Section 1. The bid for the project submitted by TK Concrete Inc., for an amount of $210,620, is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received.

Section 2. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice to bidders, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3: The City Council authorizes the City Manager a construction contingency of $21,000 for the project during construction as necessary to complete this project.

Section 4: The City Council authorizes the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

PASSED AND APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk/CFO

Information

Subject
Williams Terrace

Information

Attachments

Williams Terrace Memorandum
Staff Report
Easement Vacation Request
Storm Sewer Easement Vacation
Vacation Application

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Public Hearing and First consideration of an Ordinance approving the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.

At its meeting on June 7, the City Council set a public hearing regarding the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1. As the Council is aware, Woda Cooper Companies is in the process of receiving approval to build a 50-unit senior apartment complex at 1603 North 9th Street.

The existing fifty-foot (50') storm sewer and drainage way easement, located on the south property line of the subject property, is proposed to be vacated by the applicant. An existing 40' stormwater easement, which was approved as part of the Williams Terrace Subdivision, is proposed to remain on this property. This easement overlaps the existing 50' storm sewer and drainage easement. Both easements are located on ground entirely owned by the applicant, Williams Terrace LP.

In April 2021, Community Development staff reviewed the Williams Terrace Plat as part of a multi-residential subdivision request. Additionally, a review was conducted by Snyder and Associates on their stormwater management plan. During these reviews and following correspondence with the Public Works Department, it was determined that the existing 40' stormwater easement would suffice in controlling stormwater runoff and the existing 50' easement vacation would no longer be necessary.

I will attend the June 21 Council meeting if you have any questions.

Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: June 8, 2021

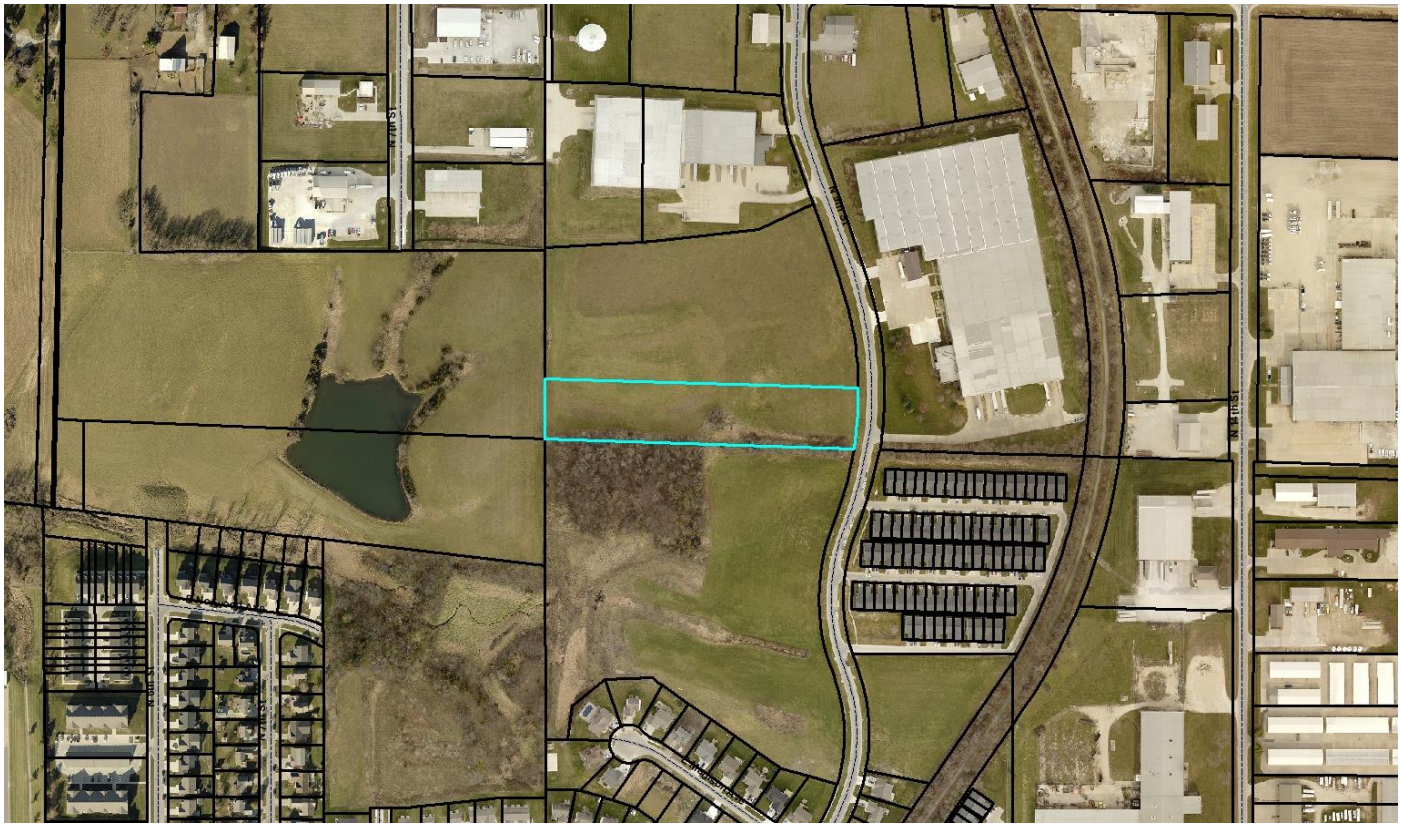
Agenda Item: 7. A. Consider request from Williams Terrace L.P. for a vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1

Application Type: Easement Vacation

Applicant: Williams Terrace L.P.

Application Summary: Request for vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1

AERIAL MAP



APPLICABLE CODE SECTIONS

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

137.01 POWER TO VACATE. When, in the judgment of the Council, it would be in the best interest of the City to vacate a street, alley, portion thereof or any public grounds, the Council may do so by ordinance in accordance with the provisions of this chapter.

137.02 PLANNING AND ZONING COMMISSION. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Planning and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.

137.03 NOTICE OF VACATION HEARING. The Council shall cause to be published a notice of public hearing of the time at which the proposal to vacate shall be considered.

137.04 FINDINGS REQUIRED. No street, alley, portion thereof or any public grounds shall be vacated unless the Council finds that:

1. Public Use. The street, alley, portion thereof or any public ground proposed to be vacated is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.
2. Abutting Property. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

137.05 DISPOSAL OF VACATED STREETS OR ALLEYS. When in the judgment of the Council it would be in the best interest of the City to dispose of a vacated street or alley, portion thereof or public ground, the Council may do so in accordance with the provisions of Section 364.7, Code of Iowa.

ANALYSIS

An existing fifty-foot (50') storm sewer and drainage way easement, located on the south property line of the subject property, is proposed to be vacated by the applicant. An existing 40' stormwater easement Is proposed to remain on this property. This easement overlaps the existing 50' storm sewer and drainage easement. Both easements are located on ground entirely owned by the applicant, Williams Terrace LP. Community Development staff corresponded with the Public Works Department and had no issues with the request.

In April 2021, Community Development staff reviewed the Williams Terrace Plat as part of a multi-residential subdivision request. Additionally, a review was conducted by Snyder and Associates on their stormwater management plan. During these reviews and following correspondence with the Public Works Department, it was determined that the existing 40' stormwater easement would suffice in controlling stormwater runoff and the existing 50' easement vacation would no longer be necessary.

ALTERNATIVES

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

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

RECOMMENDATION

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

HALL & HALL ENGINEERS, INC.

Leaders in Land Development Since 1953

May 18, 2021

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola IA 50125

RE: Lot 1, Williams Terrace Plat 1
50' Storm Sewer and Drainageway Easement Vacation

Dear Charlie,

On behalf of our client and the owners of the above-mentioned property, we would like to request the 50-foot Storm Sewer and Drainageway Easement be vacated. As part of the final plat for Williams Terrace Plat 1 it was determined this easement was no longer required and a Stormwater Easement was dedicated on the plat.

You may contact me at (319) 362-9548 with any further questions regarding this vacation request. Thank you for your help.

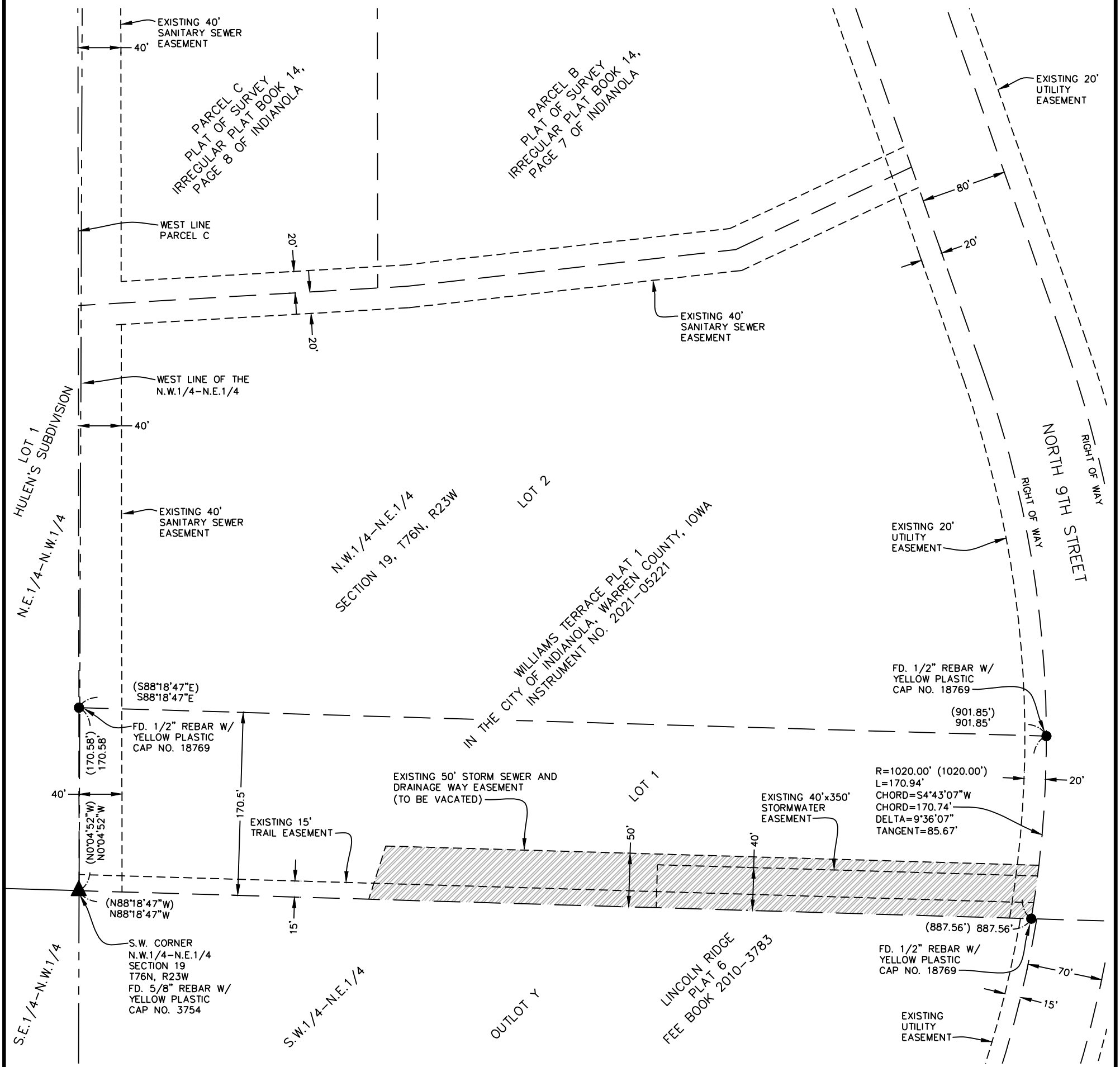
Respectfully Submitted,

Susan Forinash
Survey Team Leader

EXHIBIT

50' STORM SEWER AND DRAINAGE WAY EASEMENT (TO BE VACATED)

PART OF LOT 1, WILLIAMS TERRACE PLAT 1
IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA



OWNER:

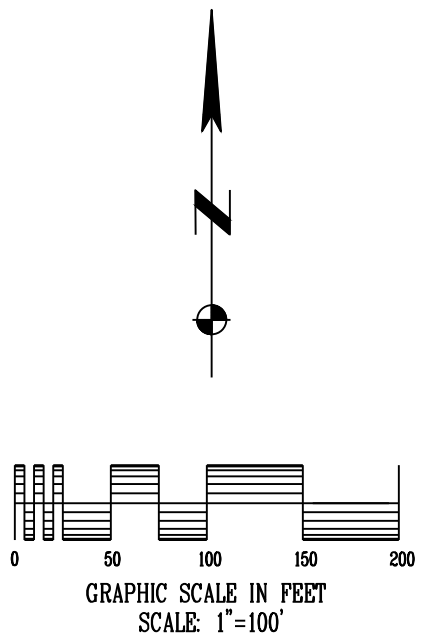
WILLIAMS TERRACE LP
500 SOUTH FRONT STREET,
10TH FLOOR
COLUMBUS, OH 43215

APPLICANT:

WILLIAMS TERRACE LP
500 SOUTH FRONT STREET,
10TH FLOOR
COLUMBUS, OH 43215

PREPARED BY:

HALL & HALL ENGINEERS, INC.
1860 BOYSON ROAD
HIAWATHA, IOWA 52233
319-362-9548



SURVEY LEGEND

- ● FOUND SURVEY MONUMENT AS NOTED
- ▲ SECTION CORNER FOUND AS NOTED
- ( ) RECORDED AS
- EASEMENT LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4-1/4 SECTION LINE
- EXISTING LOT LINE

LEGAL DESCRIPTION:

50' STORM SEWER AND DRAINAGE WAY EASEMENT (TO BE VACATED)

PART OF LOT 1, WILLIAMS TERRACE PLAT 1, IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN INSTRUMENT NO. 2021-05221 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER.

EASEMENT ORIGINALLY ESTABLISHED WITH THE REPLAT - HILLCREST INDUSTRIAL PARK PLAT 1, INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN BOOK 10, PAGES 649-651 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER.

Project Number:	20379
Sheet:	1 of 1
Scale:	1"=100'
Field Book No:	OT 106
Date:	5/10/2021

Sheet Title: EXHIBIT
50' STORM SEWER AND DRAINAGE WAY EASEMENT (TO BE VACATED)
PART OF LOT 1, WILLIAMS TERRACE PLAT 1
IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
1860 BOYSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7595
CIVIL ENGINEERING ● LANDSCAPE ARCHITECTURE
LAND SURVEYING ● LAND DEVELOPMENT PLANNING
www.halleng.com

Designed by: DLK | Drawn by: DLK | Checked by:

CAD File: I:\projects\20300\20379 Williams Terrace-Indianola\DWG\Plats\20379 EASE VAC EXHIBIT 3D2019.dwg Date Plotted : May 11, 2021 - 10:26am Plotted By : SUSAN-FORINASH

VACATION APPLICATION

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

PROPERTY OWNER

(Last Name) Williams Terrace L:P
(First Name) Barry Accountius
(Address) 500 South Front Street, 10th Floor
(City) Colulmbus (State) OH (Zip) 43215
(Phone) (614) 396-0039 (Email) baccountius@wodagroup.com

APPLICANT (if not Property Owner)

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

☐ ALLEY

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: $200 per 1/2 block
- ☐ Legal description of proposed vacated area
- ☐ Site plan identifying vacated area
- ☐ List of property owners adjacent to proposed vacated area
- ☐ Letters from each adjacent property owner indicating their intent
- ☐ Other Information as required by Director

☒ EASEMENT

Submittal Requirements:

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

- ☒ Completed Application
- ☐ Filing Fee:
- ☒ Legal description of proposed vacated area
- ☒ Site plan identifying vacated area
- ☒ List of property owners within proposed vacated area
- ☒ Letters from each property owner indicating their intent
- ☐ Other Information as required by Director

☐ STREET

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee:
- ☐ Legal description of proposed vacated area
- ☐ Site plan identifying vacated area
- ☐ List of property owners adjacent to proposed vacated area
- ☐ Letters from each adjacent property owner indicating their intent
- ☐ Other Information as required by Director

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

Signature Barry Accountius

Name (printed) Barry Accountius **Date** 5-18-21

FOR OFFICE USE ONLY: Code to 45510

Date Received: _____
Receipt No: _____
Receipt Amount: _____

Information

Subject

Public Hearing regarding the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.

Information

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

Attachments

No file(s) attached.

Information

Subject

First consideration of an Ordinance approving the vacation of a Storm Sewer and Drainage Way Easement on part of Lot 1, Williams Terrace Plat 1.

Information

Roll call is in order.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE VACATING 50' STORM SEWER AND DRAINAGE EASEMENT AT LOT 1 WILLIAMS TERRACE PLAT 1

WHEREAS, on the 21st day of June 2021, pursuant to published notice as required by law, the City Council has held a public hearing on a proposal to vacate a storm sewer and drainage easement legally described as follows:

PART OF LOT 1, WILLIAMS TERRACE PLAT 1, IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN INSTRUMENT NO. 2021-05221 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER.

EASEMENT ORIGINALLY ESTABLISHED WITH THE REPLAT - HILLCREST INDUSTRIAL PARK PLAT 1, INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN BOOK 10, PAGES 649-651 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER; and

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said storm sewer and drainage easement.

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

Section 1. The City of Indianola, Iowa, hereby vacates the following described storm sewer and drainage easement:

PART OF LOT 1, WILLIAMS TERRACE PLAT 1, IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN INSTRUMENT NO. 2021-05221 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER.

EASEMENT ORIGINALLY ESTABLISHED WITH THE REPLAT - HILLCREST INDUSTRIAL PARK PLAT 1, INDIANOLA, WARREN COUNTY, IOWA AS RECORDED IN BOOK 10, PAGES 649-651 IN THE OFFICE OF THE WARREN COUNTY, IOWA RECORDER.

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

Section 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Resolution approving a site plan for Williams Terrace, a residential development on a lot exceeding one acre, located at 1603 North 9th Street.

Information

Roll call is in order.

Attachments

Memorandum on Site Plan
Staff Report
Site Development Application
Drawings
Resolution Approving Site Plan

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving a site plan for Williams Terrace, a residential development on a lot exceeding one acre, located at 1603 North 9th Street.

Williams Terrace proposes a 50-unit, three-story, 53,853 square foot multi-family structure located at 1603 North 9th Street. This property is in the R-4 Zoning District, which allows for multi-family dwellings. This site provides for 76 parking spaces, or 1.52 spaces per unit. The R-4 district requires 1 space per unit for "elderly" uses, and 2 spaces per unit for multiple-family dwellings. As this will be used as a senior citizen apartment complex, it is anticipated that the need for parking will not be the same as multi-family units and falls closer to the "elderly" requirement.

The Comprehensive Plan calls for this property to be Industrial in this area. While the comprehensive plan does plan for this area as industrial, it should be noted that the boundary line between the regional mixed-use area to the south and this industrial area is located on the south border of the property. As the future land use map is a policy guide whose boundaries are not meant to be exact, the property was rezoned from I-2 to R-4 last year. As the applicant noted, this site, if used as a multi-family site, would serve as a transition from the residential uses to the south to the industrial uses to the north.

At its meeting on April 13, the Planning and Zoning Commission reviewed a request from Williams Terrace LP for site plan approval of Williams Terrace, a residential multi-family development for senior citizens on a lot exceeding one (1) acre, located at 1603 North 9th Street. At that meeting, the Planning and Zoning Commission recommend approval of the development with the condition that all outstanding review comments on the site plan from staff be resolved prior to review by the City Council. As those items have been resolved, the item is being placed on your June 21 agenda.

I will attend the June 21 Council meeting if you have any questions.

Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: April 13, 2021

Agenda Items: 7. D. Consider request for site plan approval of Williams Terrace, a residential multi-family development for senior citizens on a lot exceeding one (1) acre, located at 1603 North 9th Street.

Application Type: Residential Development on a Lot Exceeding One (1) Acre

Applicant: Williams Terrace LP

Zoning: R-4, Multiple-Family (Residential)

Comprehensive Plan Designation: Regional Mixed Use/Industrial

Application Summary: Request for site plan approval of a residential multi-family development for senior citizens on a lot exceeding one (1) acre. Williams Terrace proposes a 50-unit, three-story, 53,853 square foot multi-family structure.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

SPECIAL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT ON LOT EXCEEDING ONE (1) ACRE

1. All proposals for residential development shall be submitted to the Planning and Zoning Commission for review.
2. Notice of the proposed site plan for residential development shall be mailed to all property owners of record located within 200 feet of the proposed site for development 10 days prior to the next Planning and Zoning Commission meeting.
3. Planning and Zoning shall make a recommendation to Council for action.
4. The following applicants shall be excluded from the forgoing special requirements: single-family dwellings; mobile homes converted to real estate; parks, playgrounds, or play fields; and public library.

In accordance with Section 166.07.3 of the Code of Ordinances of Indianola, Iowa, the Planning and Zoning Commission and the Council, in approving or disapproving any site plan and in making recommendations for alterations or amendments to the site plan as presented, shall be governed by the general policies as set out by this chapter in Section 166.05 and the purpose of this chapter as set out in Section 166.01.

166.01 PURPOSE. It is the intent and purpose of this chapter to establish a procedure which will enable the City of Indianola to plan for and review certain proposed improvements of property within specified zoning districts of the City in order to accomplish the following:

1. Promote and permit flexibility that will encourage a more creative and imaginative approach in development and result in a more efficient, aesthetic, desirable and economic use of land;
2. Provide minimal effect upon adjacent properties and existing development. To this end, the Planning and Zoning Commission may make appropriate requirements;

3. Promote development that can be conveniently, efficiently and economically served by existing municipal utilities and services or by their logical extension;
4. Provide for the enhancement of the natural setting through careful and sensitive placement of manmade facilities and plant materials;
5. Encourage adequate provision for surface and subsurface drainage in order to assure that future development of other areas of the City will be available;
6. Provide suitable screening of parking, truck loading, refuse disposal, outdoor storage areas and noise from adjacent and nearby property.

166.05 GENERAL DESIGN POLICIES. In addition to the specific design standards as stated above, each site plan presented shall comply with the following general design policies, and the Director of Community Development may refuse to grant approval to a site plan even though it complies with the specific design standards if, in the opinion of the Director of Community Development, it does not comply with the general design policies as hereinafter enumerated. Any site plan presented shall be designed in such a way as to insure the orderly and harmonious development of property in such a manner as will safeguard the public's health, safety and general welfare, as hereinafter set out.

1. The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines for what they were designed nor increase the danger of erosion, flooding, landslide or other endangerment of adjoining or surrounding property.
2. The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property, and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illuminations of required perimeter yards, refuse containers and impairment of natural light and impairment or pollution of air. For the purpose of this section, the term "use and enjoyment of adjoining property" means the use and enjoyment presently being made of such adjoining property, unless such property is vacant. If vacant, the term "use and enjoyment of adjoining property" means those uses permitted under the zoning districts in which such adjoining property is located.
3. The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets.
4. To such end as may be necessary and proper to accomplish the standards in subsections 1, 2 and 3 of this section, the proposed development shall provide fences, walls, screening, landscaping, erosion control or other improvements.
5. The proposed development shall conform to all applicable provisions of the laws of the State of Iowa, and all applicable provisions of this Code of Ordinances.

ANALYSIS

As noted above, when the Commission and Council are reviewing a site plan, it shall be governed by the general policies as set out in Section 166.05 and the purpose of the site planning chapter as set out in Section 166.01. It shall be noted that a review of these site plans has been conducted by the City's development review team as to conformance with Chapter 166. A review of the stormwater management plan was also done through professional assistance from Snyder and Associates, who is the City's Engineer. The comments provided on the review are attached to this staff report. As most of the review comments provided are not substantial with a majority dealing with the particular design of the stormwater management features, and since the Commission and Council has been in the review of this project for almost a year between the rezoning and subdivision, staff felt it was appropriate to bring the site plan forward at this time.

As the Commission and Council review the site to the general policies as set out in Section 166.05 and the purpose of this chapter as set out in Section 166.01, staff provides the following information:

1. The R-4 Zoning District allows for multi-family dwellings. A 50-unit, three-story, 53,853 square foot multi-family structure.
2. Williams Terrace includes 3.51 acres of land and proposes 50 units for a density of 14.25 units per acre.

3. This site provides for 76 parking spaces, or 1.52 spaces per units. The R-4 district requires 1 space per unit for "elderly" uses, and 2 spaces per unit for multiple-family dwellings. As this will be used as a senior citizen apartment complex, it is anticipated that the need for parking will not be the same as multi-family units and falls closer to the "elderly" requirement.
4. The Comprehensive Plan calls for this property to be Industrial in this area. While the comprehensive plan does plan for this area as industrial, it should be noted that the boundary line between the regional mixed-use area to the south and this industrial area is located on the south border of the property. As the future land use map is a policy guide whose boundaries are not meant to be exact, the property was rezoned from I-2 to R-4 last year. As the applicant noted, this site, if used as a multi-family site, would serve as a transition from the residential uses to the south to the industrial uses to the north.
5. A landscaping plan was included with the site plan that includes a total of 14 trees and 32 shrubs
6. The City of Indianola Trails Plan calls for a trail on the south side of this development and continuing east on the north side of the existing Lincoln Ridge II development, connecting with the Summerset Trail. A 15' trail easement was dedicated as part of the subdivision process.
7. As mentioned above, Snyder and Associates has reviewed the proposed stormwater management.
8. Letters were mailed to property owners within 200 feet of these properties on April 2, 2021.

ALTERNATIVES

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

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

RECOMMENDATION

Staff recommends alternative 2, approving the site plan with the condition that all outstanding review comments on the site plan from staff be resolved prior to review by the City Council.

SITE DEVELOPMENT APPLICATION

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

PROPERTY OWNER

(Last Name) GOERING
(First Name) DARRELL E. JR AND ANGELA J.
(Address) 18139 KEOKUK STREET
(City) ACKWORTH (State) IOWA (Zip) 50001
(Phone) _____ (Email) _____

APPLICANT (if not Property Owner)

(Last Name) WILLIAMS TERRACE LP
(First Name) _____
(Address) 500 SOUTH FRONT STREET, 10TH FLOOR
(City) COLUMBUS (State) OHIO (Zip) 43215

☐ CONSTRUCTION DOCUMENTS

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Filing Fee: $100, plus OEC
- ☐ Subdivision: _____
- ☐ Proposed construction documents (hard copy)
- ☐ Proposed construction documents (electronic copy)
- ☐ Stormwater Management Plan
- ☐ Other Information as required by Director

☐ SITE PLAN

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Property Address: 1603 N. 9TH STREET, INDIANOLA, IOWA
- ☒ Filing Fee: $250, plus OEC CHECK IN MAIL
- ☒ Current Zoning: R-4
- ☒ All items as required by Chapter 166 of the Code of Ordinances of Indianola, Iowa
- ☐ Proposed site plan hard copy)
- ☒ Proposed site plan (electronic copy)
- ☒ Stormwater Management Plan
- ☐ Other Information as required by Director

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

Signature Barry Accountius
Barry Accountius - Vice Pres. Woda Cooper Companies,Inc.
Name (printed) _____ **Date** March 26, 2021

FOR OFFICE USE ONLY: Code to 45683 (Const Docs)
45680 (Site Plan)
Date Received: _____
Receipt No: _____
Receipt Amount: _____

DRAWINGS OF PROPOSED IMPROVEMENTS
FOR

WILLIAMS TERRACE

IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA

UTILITY AND EMERGENCY CONTACTS

CITY OF INDIANOLA, IOWA

CITY OF INDIANOLA, IOWA:	
PUBLIC WORKS DEPARTMENT	(515)-961-9415
POLICE DEPARTMENT	(515)-961-9400
EMERGENCY	911
FIRE DEPARTMENT	(515)-961-9405
EMERGENCY	911
INDIANOLA MUNICIPAL UTILITIES	
WATER	(515)-961-9444
ELECTRIC	
SANITARY AND STORM SEWER	
DEPARTMENT	(515)-961-9416
STREETS DEPARTMENT	(515)-961-9415
UTILITIES:	
IOWA ONE CALL (UTILITIES)	(800)-292-8989
INIANOLA MUNICIPAL UTILITIES	(515)-961-9444

LEGAL DESCRIPTION;

LOT 1 OF WILLIAMS TERRACE PLAT 1

CURRENT PROPERTY OWNER:

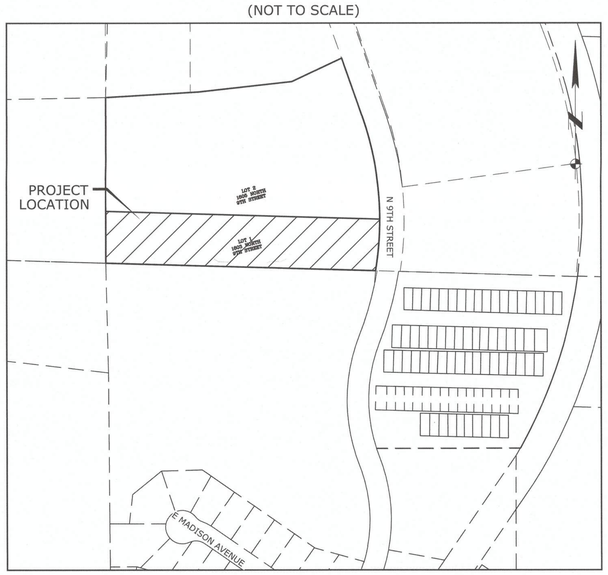
DARRELL E. GOERING, JR.
AND ANGELA J. GOERING
18139 KEOKUK STREET
ACKWORTH, IOWA 50001

APPLICANT (FUTURE PROPERTY OWNER):

WILLIAMS TERRACE LP
500 SOUTH FRONT STREET,
10TH FLOOR
COLUMBUS, OH 43215

LOCATION MAP

(NOT TO SCALE)



NOTE

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2021 STATEWIDE URBAN DESIGN AND SPECIFICATIONS AND WITH THE 2021 CITY OF INDIANOLA SUPPLEMENT TO THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS UNLESS OTHERWISE NOTED.

HORIZONTAL/VERTICAL CONTROL

BM #1: POINT # 20 SECTION CORNER N.W. 1\4 - N.E. 1\4
SECTION 19 T76N, R23W FD 5\8" REBAR WITH CAP # 3754
N:7410423.6860 E:18545906.9604 ELEV=944.71

BM #2: POINT # 5 FD 1\2" REBAR IN CONCRETE
N:7411097.8108 E:18546682.5570 ELEV=959.54

CP #1: POINT # 1 FD 1\2" REBAR CAP # 13427
N:7410397.2245 E:18546873.6773 ELEV=958.28

CP #2: POINT # 2 FD 1\2" REBAR CAP # 13427
N:7410673.4635 E:18546883.2923 ELEV=959.22

CONTACT PERSON:
BRENT JACKMAN, P.E.
1860 BOYSON ROAD HIAWATHA, IOWA 52233
PH: (319) 362-9548 | FAX: (319) 362-7595

Contact Person	BRENT JACKMAN, PE
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E-Mail Address	brent@halleng.com
Mailing Address	1860 Boyson Rd Hiawatha, IA 52233
Date Submitted	INITIAL CITY SUBMITTAL 3/26/2021
Date Revised	2ND CITY SUBMITTAL 5/18/2021
Date Revised	3RD CITY SUBMITTAL 6/04/2021
Date Revised	

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SHEET INDEX

NO.	DESCRIPTION
COVER	COVER
C1.0	SITE TOPOGRAPHICAL SURVEY AND DEMOLITION PLAN
C2.0	SITE LAYOUT AND UTILITY PLAN
C3.0	SITE GRADING AND EROSION CONTROL PLAN
C4.0	SITE PAVING AND ELEVATION PLAN
C5.0	SITE LANDSCAPE PLAN AND DETAILS
C6.0	CONSTRUCTION NOTES AND DETAILS

PROPERTY ADDRESS:

1603 NORTH 9TH STREET.

ZONING INFORMATION:

EXISTING PROPERTY AREA:	AREA = 523,034± SF (12.01± ACRES)	
PROPOSED PROPERTY AREA:	AREA = 152,955± SF (3.51± ACRES)	
EXISTING ZONING:	R-4 MULTI-FAMILY RESIDENTIAL	
PROPOSED ZONING:	R-4 MULTI-FAMILY RESIDENTIAL (NO CHANGE)	
PROPOSED USE:	SENIOR-CITIZEN MULTI-FAMILY RESIDENTIAL	
SETBACKS:	BUILDING:	FRONT = 25' SIDE = 15' REAR = 30' SIDE STREET CORNER LOT = 20'

AREA CALCULATIONS

EXISTING SITE:

AREA = 3.51± ACRES — 100% OPEN SPACE

PROPOSED SITE:

AREA = 3.51± ACRES	BUILDING	18,198± SQFT = 0.42± ACRES 11.9%
	PAVING	49,681± SQFT = 1.14± ACRES 32.5%
	OPEN SPACE	85,079± SQFT = 1.95± ACRES 55.6%

PARKING REQUIRED: 1 SPACE PER DWELLING UNIT (50 SPACES REQ.)

PARKING PROVIDED: 75 SPACES

HANDICAP STALLS REQUIRED: 4, HANDICAP STALLS PROVIDED: 4 STALLS

BUILDING OCCUPANCY CLASSIFICATION = R-2

PROPOSED UNITS: 50 TOTAL UNITS
18 ONE BEDROOM UNITS
32 TWO BEDROOM UNITS

PROPOSED FULLY ACCESSIBLE UNITS: 5 UNITS (2 ONE BEDROOM/ 3 TWO BEDROOM)

PROPOSED ADD. ACC. TYPE 'A' UNITS: 13 UNITS (6 ONE BEDROOM/ 7 TWO BEDROOM)

PROPOSED STANDARD UNITS: 32 UNITS (10 ONE BEDROOM/ 22 TWO BEDROOM)

BUILDING AREA:

1ST FLOOR	17,951	SF
2ND FLOOR	17,951	SF
3RD FLOOR	17,951	SF
TOTAL	53,853	SF

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed: Brent W. Jackman Date: 6-4-21

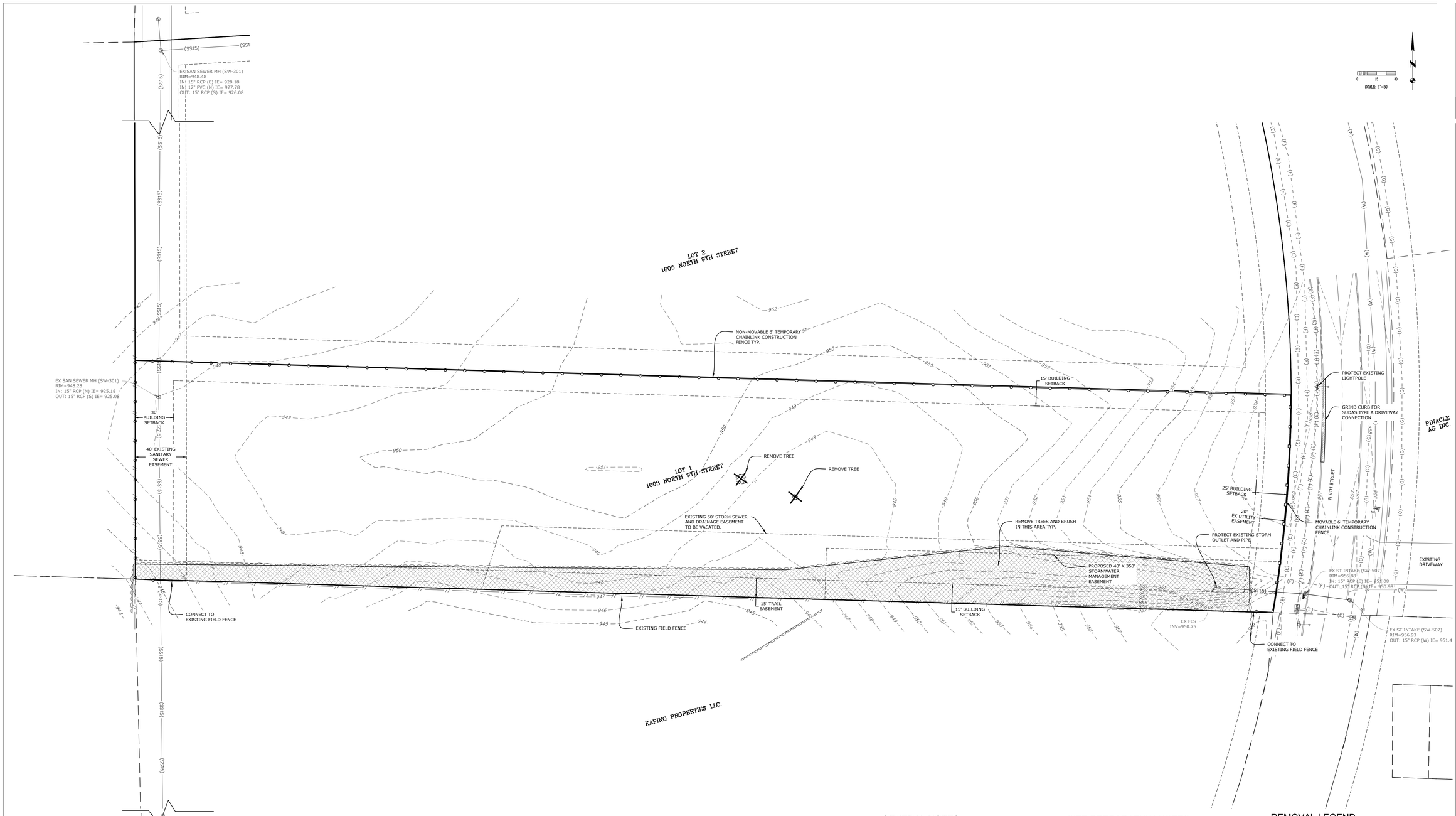
Brent W. Jackman, P.E. 18193
My license renewal date is December 31, 2022

Pages or sheets covered by this seal: COVER - C6.0

BRENT W. JACKMAN 18193 LICENSED PROFESSIONAL ENGINEER IOWA

DRAWINGS OF PROPOSED IMPROVEMENTS FOR WILLIAMS TERRACE

CAD File: I:\projects\20300\20379 Williams Terrace-Indianola\DWG\PO\20379-B01.dwg Date Plotted: Friday, June 4, 2021 1:14:46 PM Plotted By: David A. Selhau



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST EDITION, AND INDIANOLA SUPPLEMENTAL SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
2. THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THESE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM PLANS OF RECORD. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN AND MAY NOT BE SHOWN ON THESE DRAWINGS.
3. NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
5. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
6. NOTIFY THE APPROPRIATE GOVERNING AUTHORITY 48 - 72 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY. THE CITY OF INDIANOLA, IOWA SHALL BE THE PUBLIC AGENCY RESPONSIBLE FOR INSPECTION DURING CONSTRUCTION OF THE PUBLIC PORTIONS OF THE PROJECT.
7. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
8. PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND SUDAS STANDARDS.
9. ADJUST ALL VALVES, MANHOLES, CASTINGS, GAS VENTS, ETC., TO MATCH THE NEW SURFACE (IF APPLICABLE). ADJUSTMENT SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND THE COST FOR ALL ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, REPAIR ANY DAMAGE TO SAID STRUCTURES AND APPURTENANCES THAT OCCUR DURING CONSTRUCTION.
10. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR BUILDING DIMENSIONS, STOOP SIZES AND LOCATIONS, AND BUILDING UTILITY ENTRANCE LOCATIONS, SIZES, AND ELEVATIONS.
11. REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

SITE PREPARATION NOTES

1. PROTECT ADJACENT PROPERTY DURING DEMOLITION.
2. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
3. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE EASEMENTS, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. DISPOSAL SITES MUST BE APPROVED BY THE ENGINEER. OFF-SITE DISPOSAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS.
4. KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT. CLEAN SOIL AND DEBRIS FROM THE ADJACENT STREETS ON A DAILY BASIS.
5. DURING CONSTRUCTION, CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS, APPLY MOISTURE CONDITIONING IF NECESSARY TO PREVENT THE SPREAD OF DUST.
6. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
7. ANY EXISTING FACILITIES (CURBS, PAVEMENT, UTILITIES, ETC.) THAT THE CONTRACTOR'S OPERATIONS DAMAGE SHALL BE REPAIRED BY THAT CONTRACTOR AT HIS/HER COST.
8. WHERE A SECTION OF PAVEMENT, CURB AND GUTTER OR SIDEWALK IS CUT OR OTHERWISE DAMAGED BY THE CONTRACTOR, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED. PAVEMENT, CURBS, GUTTERS AND SIDEWALKS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND THE EDGE OF THE TRENCH CUT AND TO THE NEAREST JOINT.
9. SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
10. EXISTING FIELD TILE LINES ENCOUNTERED IN THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR IN ONE OF THE FOLLOWING WAYS:

    A. CONNECT TILE TO THE NEAREST STORM SEWER, B. DAYLIGHT TO FINISHED GROUND, C. REPAIR TILE AND MAINTAIN SERVICE.

11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A TILE IS ENCOUNTERED AND SHALL INDICATE THE METHOD OF RESOLVING THE CONFLICT. THE ENGINEER SHALL APPROVE THE PROPOSED METHOD. THE LOCATION OF THE FIELD TILE SHALL BE RECORDED ON THE CONSTRUCTION RECORD DOCUMENTS.

REMOVAL LEGEND

- STAND ALONE TREE AND SHRUB REMOVAL, INCLUDES STUMP REMOVAL.
- GRIND 65 LF OF CURB FOR SUDAS TYPE A DRIVEWAY CONNECTION.
- MOVABLE 6' TEMPORARY CHAIN LINK CONSTRUCTION FENCE
- NON-MOVABLE 6' TEMPORARY CHAIN LINK CONSTRUCTION FENCE
- TREE AND SHRUB REMOVAL (BY CANOPY). INCLUDES STUMP REMOVAL.

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PROJECT INFORMATION

PROPOSED MULTIFAMILY DEVELOPMENT
WODA COOPER COMPANIES
9TH STREET • INDIANOLA, IOWA

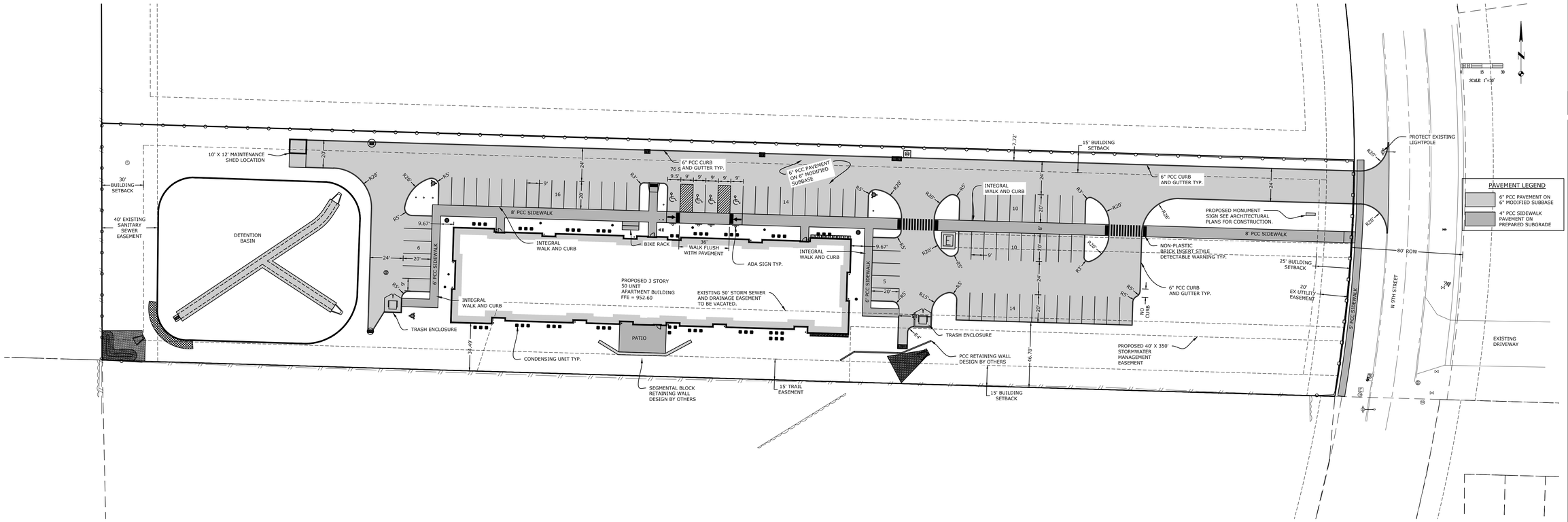
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SITE TOPOGRAPHICAL SURVEY AND DEMOLITION PLAN

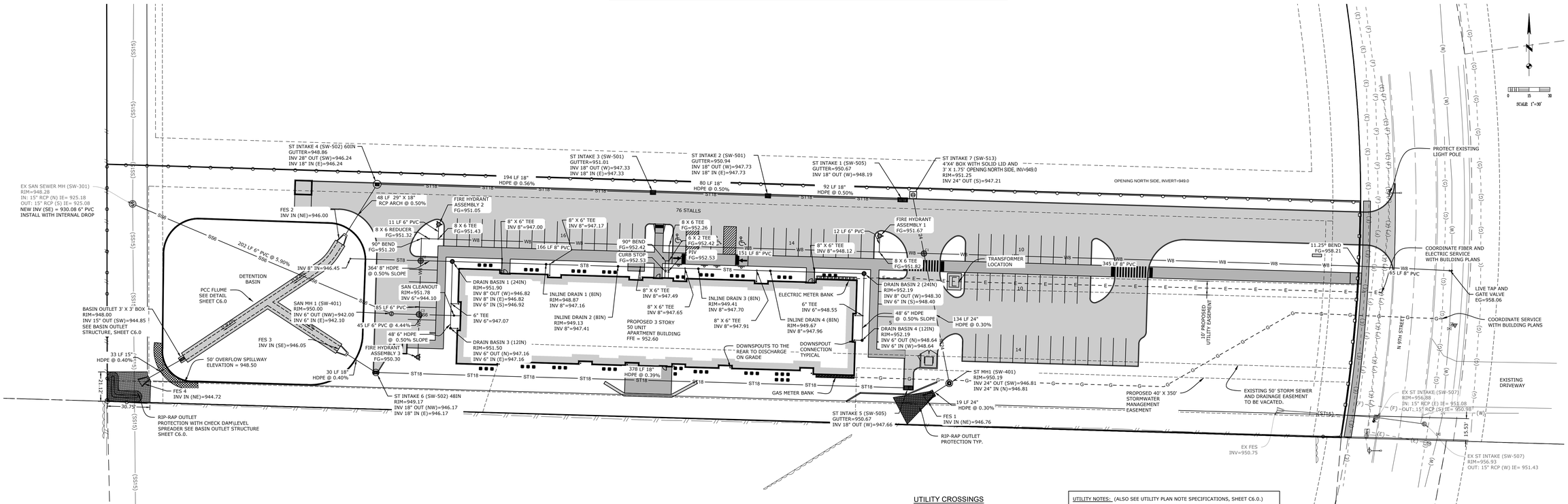
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2007380

SHEET NUMBER
C1.0

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SITE LAYOUT PLAN



SITE UTILITY PLAN

UTILITY CROSSINGS

C1: INV 24" STORM = 947.09
FIN GRADE = 951.52
INSTALL FITTINGS WITH NITRILE GASKETS TO DIP WATER MAIN UNDER STORM SEWER. TOP OF WATER MAIN = 945.35
MAINTAIN MIN. 18" VERTICAL SEPARATION.

C2: INV 8" STORM = 946.71
FINISHED GRADE = 950.93
INSTALL FITTINGS WITH NITRILE GASKETS TO DIP WATER MAIN UNDER STORM SEWER. TOP OF WATER MAIN = 945.20
MAINTAIN MIN. 18" VERTICAL SEPARATION

C3: INV 6" SANITARY SEWER = 943.00
FINISHED GRADE = 950.34
INSTALL FITTINGS WITH NITRILE GASKETS TO DIP WATER MAIN UNDER SANITARY SEWER. TOP OF WATER MAIN = 941.50
MAINTAIN MIN. 18" VERTICAL SEPARATION

UTILITY NOTES: (ALSO SEE UTILITY PLAN NOTE SPECIFICATIONS, SHEET C6.0.)

DRAIN BASIN SHALL BE 12" OR 24" NYLOPLAST DRAIN BASIN WITH OPEN FLAT GRATE OR APPROVED EQUAL.

INLINE DRAIN SHALL BE 8" NYLOPLAST IN-LINE DRAIN BASIN WITH OPEN FLAT GRATE OR APPROVED EQUAL.

CASTINGS FOR FOR CURB AND GUTTER INTAKES SHALL BE SUDAS SW-603 TYPE R.

STORM SEWER LENGTH LISTED FOR STORM SEWER THAT ENDS WITH A FLARED END SECTION INCLUDES THE FLARED END SECTION LENGTH.

SEE DETAIL SHEET C6.0 FOR DOWNSPOUT STORM SEWER CONNECTION DETAIL.

WATER MAIN SHALL BE C900 PVC.

BEDDING FOR PVC WATER MAIN SHALL BE CLASS P-2 PER SUDAS FIGURE SW-104.

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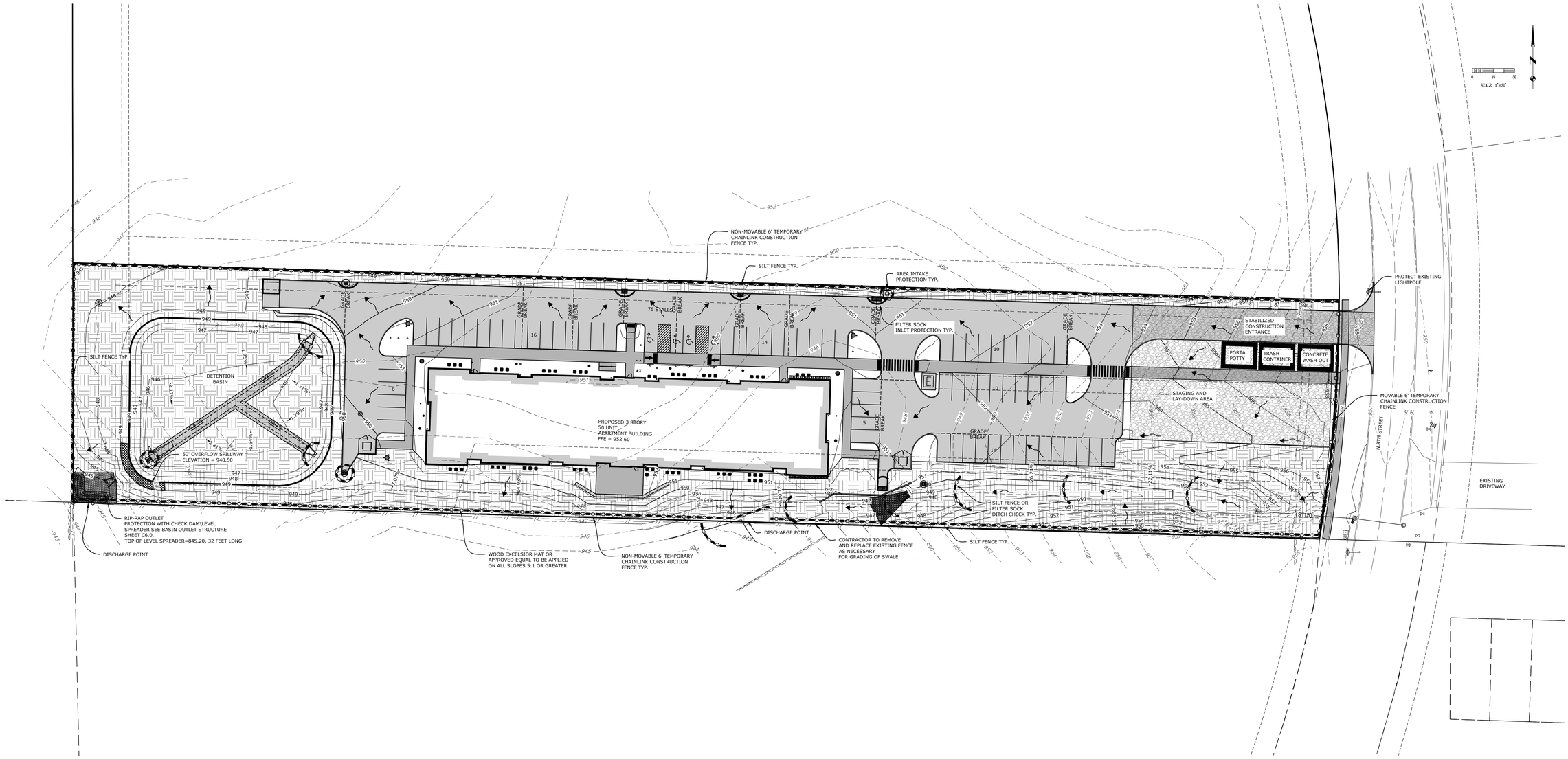
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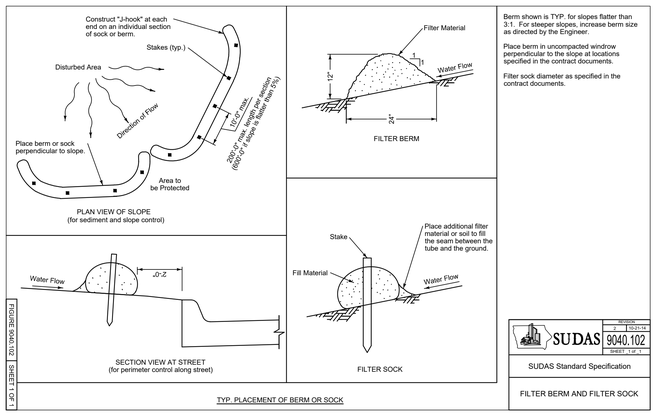
SITE LAYOUT AND UTILITY PLAN

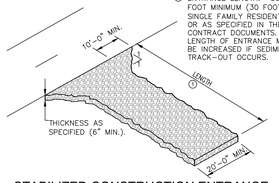
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SHEET NUMBER
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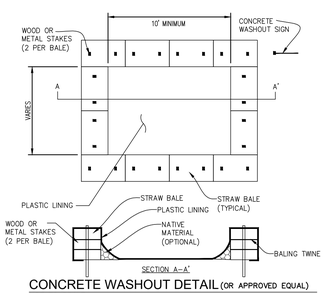






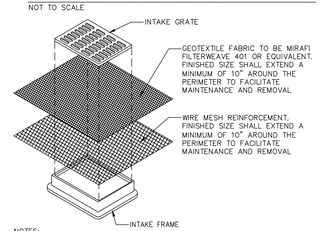
STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



CONCRETE WASHOUT DETAIL (OR APPROVED EQUAL)

NOT TO SCALE



NOTES:
1. INLET PROTECTION SHALL BE AT A MINIMUM INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
2. SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 2-INCHES OR MORE IN DEPTH.
3. REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING AREA HAS BEEN STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS AREA.
4. THE CONTRACTOR MAY ELECT TO USE AN EQUIVALENT PROPRIETARY PRACTICE SUCH AS A "DANDY BAG" OR "DANDY SACK".

AREA INTAKE PROTECTION

NOT TO SCALE

EROSION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED PER THE APPROVED PLAN AND DETAILS/SPECIFICATIONS, PER THE STORM WATER POLLUTION PREVENTION PLAN AND AS DEEMED NECESSARY BY THE JURISDICTIONAL ENGINEER.
2. PERIMETER EROSION CONTROL METHODS SHALL BE IN PLACE PRIOR TO AREAS BEING DISTURBED.
3. EROSION CONTROL DEVICES SHALL BE CHECKED BY THE GENERAL CONTRACTOR EVERY SEVEN (7) DAYS AND AFTER EACH RAINFALL EVENT EQUAL TO 1/2" OR GREATER TO ENSURE WORKING ORDER.
4. REPAIRS TO SOIL EROSION CONTROL DEVICES DEEMED NECESSARY SHALL BE COMPLETED IMMEDIATELY UPON NOTIFICATION OR WITHIN 24 HOURS IF WEATHER DELAYS.
5. THE CONTRACTOR SHALL STRIP AND STOCKPILE THE TOPSOIL ON-SITE. ALL TOPSOIL SHALL REMAIN PROPERTY OF THE OWNER AND SHALL REMAIN ON-SITE.
6. WHEN CONSTRUCTION ACTIVITIES ARE COMPLETE PROVIDE IMMEDIATE TEMPORARY SEEDING OR MULCHING IN DISTURBED AREAS WHERE OPERATIONS WILL NOT COMMENCE OR PERMANENT SEEDING WILL NOT BE COMPLETED FOR A PERIOD OF 14 DAYS OR MORE.
7. SILT FENCES, IF USED, SHALL BE INSTALLED PER SUDAS FIGURE 9040.119. ADDITIONAL SILT FENCE SHALL BE INSTALLED AS NECESSARY BY THE CONTRACTOR. MAINTENANCE AND/OR REPLACEMENT OF THE SILT FENCE IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL INSTALL TEMPORARY SILT FENCE, COMPOST SOCKS OR EQUIVALENT AROUND ALL INTAKES. EROSION CONTROL SOCKS OR EQUIVALENT SHALL BE USED AT STREET INTAKES EROSION SOCKS SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
9. THE DETAILS SHOWN HEREIN DESCRIBES VARIOUS METHODS OF CONSTRUCTION WHICH MAY BE REQUIRED FOR THE CONTROL OF SILTATION ON THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING THE REQUIRED CONSTRUCTION WORK ON THIS PROJECT IN SUCH A MANNER AS TO EFFECTIVELY MINIMIZE AND CONTROL THE WATER POLLUTION WHICH MIGHT BE CAUSED BY SOIL EROSION FROM THE PROJECT. IT IS INTENDED THAT THESE FEATURES BE MAINTAINED IN APPROPRIATE FUNCTIONAL CONDITION FROM INITIAL CONSTRUCTION STAGES TO FINAL COMPLETION OF PROJECT.
11. IN ADDITION TO THE DETAILS SHOWN, OTHER PROVISIONS FOR CONTROLLING EROSION MAY BE INCORPORATED INTO THE PROJECT WORK.
12. CONTRACTOR TO REGULARLY CLEAN STREETS/DRIVES OF SOIL TRACKED FROM SITE WITHIN A PERIOD OF 24 HOURS.
13. CONTRACTOR SHALL PROTECT ROW AND COORDINATE ANY WORK AFFECTING NEIGHBORING PROPERTIES.
14. PROVIDE SILT FENCE OR EQUIVALENT AT ALL AREAS WHERE EROSION MAY BE POSSIBLE TO LEAVE SITE BASED ON CONTRACTORS CONSTRUCTION ACTIVITIES.
15. ALL MATERIALS HAULED OFF-SITE SHALL BE SECURED TO PREVENT LITTERING.

GRADING NOTES

1. STRIP EXISTING VEGETATION WITHIN THE GRADING LIMITS AND AREAS TO RECEIVE FILL. DISPOSE OF OFF SITE.
2. STRIP TOPSOIL WITHIN THE GRADING LIMITS. STOCKPILE TOPSOIL ON-SITE. TOPSOIL SHALL REMAIN PROPERTY OF THE OWNER AND REMAIN ON-SITE.
3. PROOF ROLL ALL FILL AREAS TO IDENTIFY SOFT OR DISTURBED AREAS IN THE SUBGRADE. ALL UNSUITABLE MATERIAL IDENTIFIED SHALL BE REMOVED AND RECOMPACTED. PROOFROLL WITH 25 TON MINIMUM GROSS VEHICLE WEIGHT.
4. REMOVE, MOISTURE CONDITION AND RECOMPACT AREAS OF SUBGRADE WHICH ARE SOFT OR UN-ABLE TO MEET SPECIFIED LIMITS FOR DENSITY AND MOISTURE CONTENT.
5. IF SUITABLE SCARIFY EXISTING SUBGRADE TO A DEPTH OF 9 INCHES AND RECOMPACT TO 95% OF STANDARD PROCTOR DENSITY (ASTM D698) PRIOR TO PLACEMENT OF FILL.
6. DO NOT PLACE, SPREAD, OR COMPACT ANY FILL MATERIAL DURING UNFAVORABLE WEATHER CONDITIONS AND DO NOT RESUME COMPACTION OPERATIONS UNTIL MOISTURE CONTENT AND DENSITY OF IN-PLACE FILL MATERIAL ARE WITHIN SPECIFIED LIMITS.
7. PLACE FILL MATERIAL IN 9" MAXIMUM LOOSE LIFTS.
8. FILL MATERIAL OBTAINED FROM OFF-SITE SOURCES SHALL BE SOIL OR SOIL AND ROCK MIXTURE FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES. IT SHALL CONTAIN NO ROCKS OR LUMPS OF 3 INCHES IN GREATEST DIMENSION AND NOT MORE THAN 15% OF THE ROCKS OR LUMPS SHALL BE LARGER THAN 2-1/2 INCHES IN GREATEST DIMENSION.
9. SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY (ASTM D698).
10. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS. REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT RESULTING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY.
11. FILL PLACED WITHIN THE BUILDING AREA AND IN AREAS TO BE PAVED SHOULD CONSIST OF APPROVED MATERIALS WHICH ARE FREE OF ORGANIC MATTER AND DEBRIS. THE FILL SHOULD BE PLACED AND COMPACTED IN LIFTS OF 9 INCHES OR LESS IN LOOSE THICKNESS. FILL PLACED ABOVE SHALLOW FOOTING BASE ELEVATION FOR FLOOR SLAB SUPPORT IN THE BUILDING AREA AND MORE THAN 12 INCHES BELOW FINISHED SUBGRADE ELEVATION IN AREAS TO BE PAVED SHOULD BE COMPACTED TO AT LEAST 95% STANDARD PROCTOR DRY DENSITY (ASTM D698). THE UPPER 12 INCHES OF SUBGRADE IN AREAS TO BE PAVED AND FILL PLACED BELOW SHALLOW FOOTING BASE ELEVATION IN THE BUILDING AREA SHOULD BE COMPACTED TO AT LEAST 98% STANDARD PROCTOR DRY DENSITY (ASTM D-698). THE HIGHER DEGREE OF FILL COMPACTION BELOW FLOORINGS IN THE BUILDING AREAS SHOULD EXTEND LATERALLY BEYOND THE EXTERIOR EDGES OF PERIMETER FOOTINGS AT LEAST 8 INCHES PER FOOT BELOW FOOTING BASE ELEVATION.
12. FINISH CONTOURS SHOWN ARE TO TOP FINISHED SURFACE ELEVATION.
13. ALL GRADING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT 'WILLIAMS TERRACE, INDIANOLA, IOWA, DATED FEBRUARY 26, 2021 TERRACON PROJECT NO. 08215002-01.

THE DESIGN ENGINEER WILL PROVIDE THE NPDES PERMIT AND SWPPP TO THE GENERAL CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO SECURE CO-PERMITTEES AND THE CONTRACTOR RESPONSIBLE FOR EROSION PROTECTION, INSPECTIONS, ETC, IN ACCORDANCE WITH THE EROSION CONTROL NOTES.

THE EROSION CONTROL PLAN SHALL BE UPDATED AS CONDITIONS AND/OR CONTROL LOCATIONS CHANGE. IF CONTROL LOCATIONS CANNOT BE PRE-DETERMINED, THE SWPPP MANAGER SHALL ADD THEM TO THE EROSION CONTROL PLAN AS THEY ARE IMPLEMENTED.

THE FOLLOWING CONTROLS SHALL BE COORDINATED WITH THE OWNER AND ADDED TO THE GRADING AND EROSION CONTROL BY THE SWPPP MANAGER AS THEY ARE IMPLEMENTED:

1. CONSTRUCTION PARKING
2. HAZARDOUS MATERIAL/CHEMICAL STORAGE
3. GARBAGE/RECYCLING FACILITIES
4. JOB TRAILER LOCATION
5. TOPSOIL STOCK PILE LOCATION
6. LAYDOWN AND STAGING AREA

EROSION CONTROL LEGEND

- CONCRETE WASHOUT AREA
- SILT FENCE (OR FILTER SOCK) ALONG LONGITUDINAL SLOPE DRAINAGE PATH
- AREA INTAKE PROTECTION. INCLUDE FILTER SOCK AROUND AREA INTAKE PROTECTION.
- FILTER SOCK INLET PROTECTION
- RIP-RAP OUTLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE AND/OR STAGING AND LAY-DOWN AREA
- WOOD EXCELSIOR MAT OR APPROVED EQUAL TO BE APPLIED ON ALL SLOPES 5:1 OR GREATER
- NON-MOVABLE CONSTRUCTION FENCE
- MOVABLE CONSTRUCTION FENCE

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PROJECT INFORMATION

PROPOSED MULTIFAMILY DEVELOPMENT

WODA COOPER COMPANIES

9TH STREET • INDIANOLA, IOWA

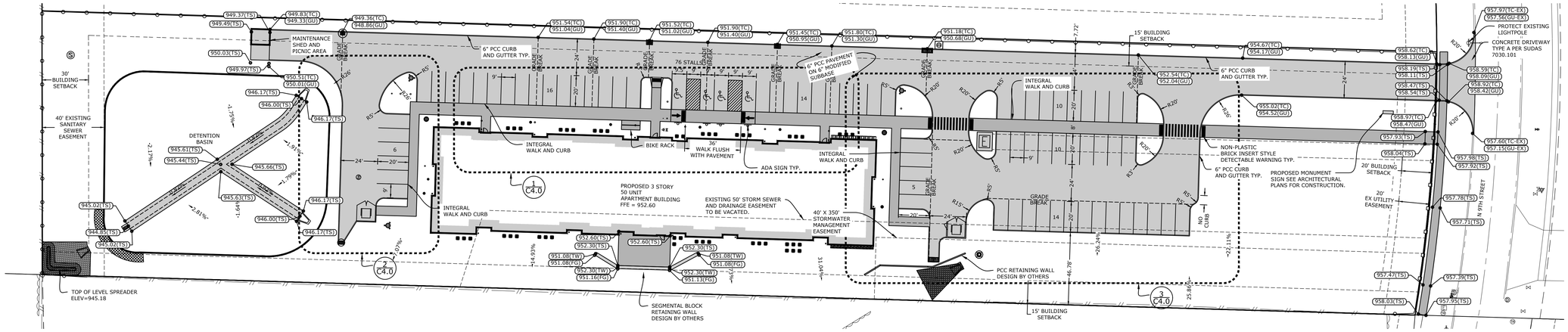
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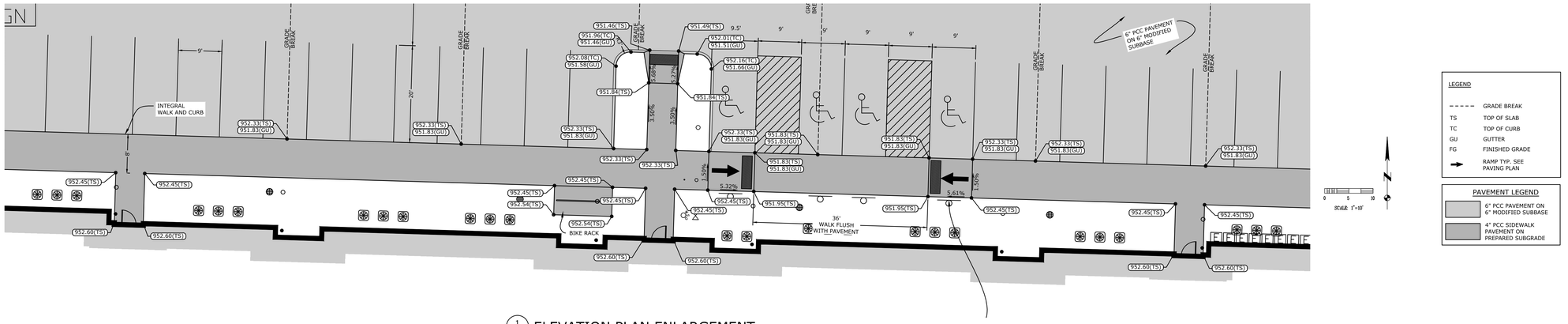
SITE GRADING AND EROSION CONTROL PLAN

JOB NUMBER
2007380

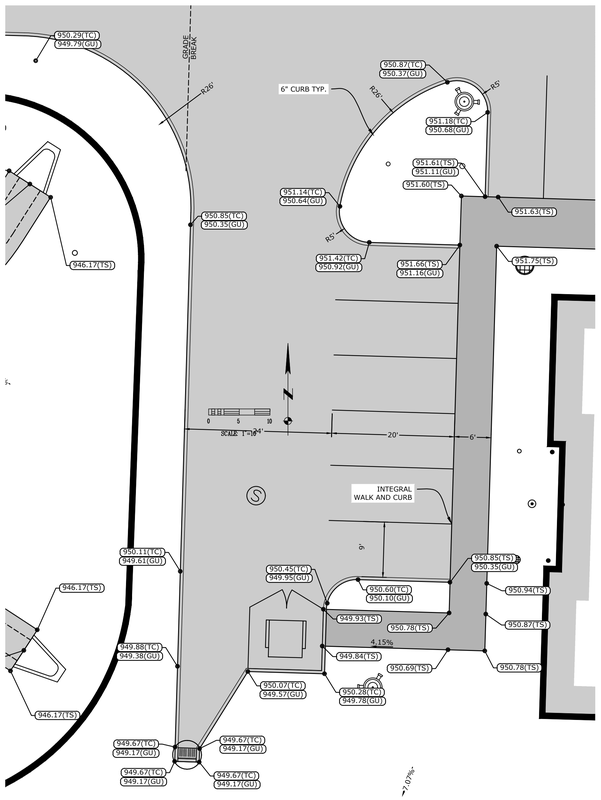
SHEET NUMBER
C3.0

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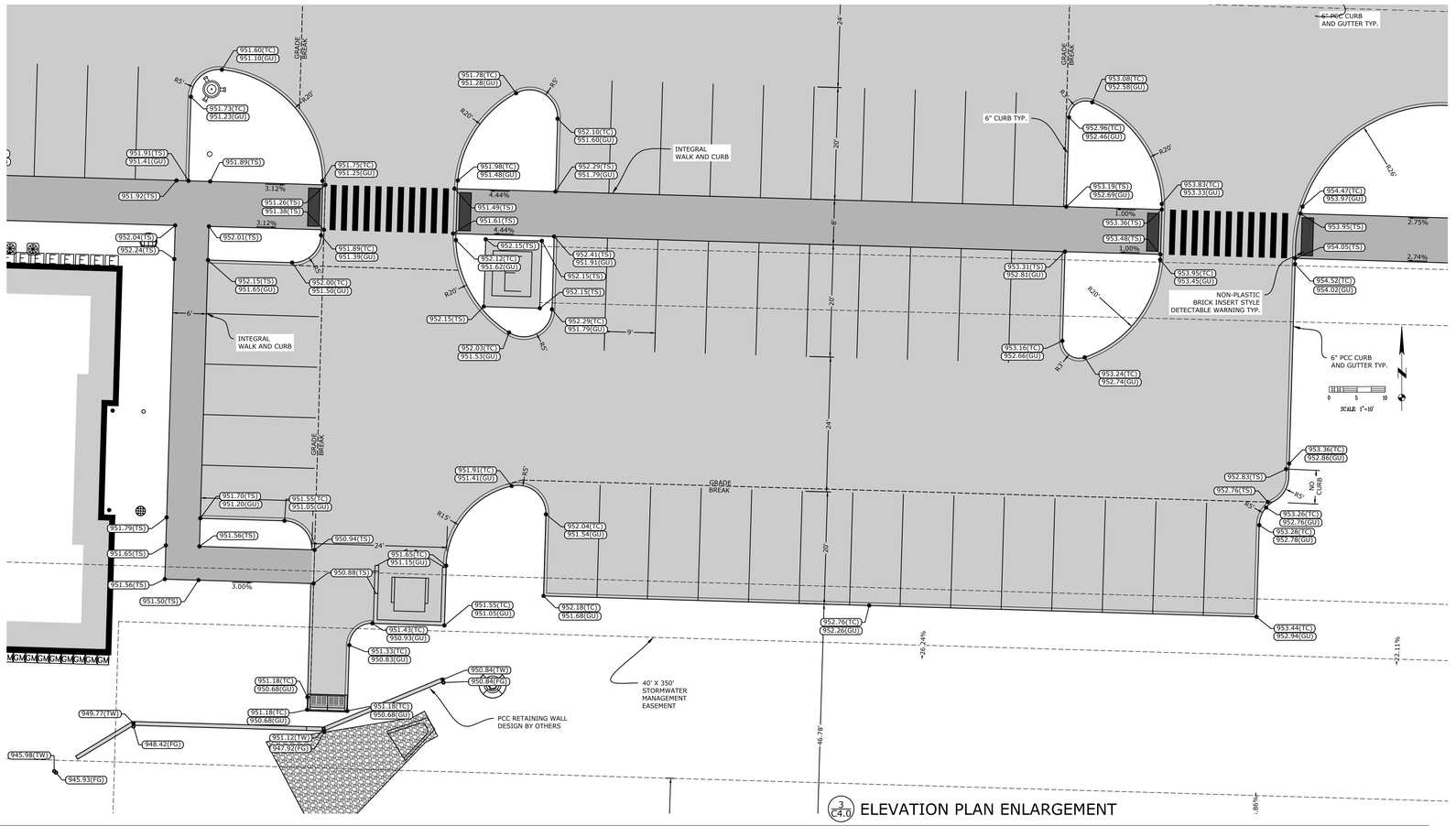




1 C4.0 ELEVATION PLAN ENLARGEMENT



2 C4.0 ELEVATION PLAN ENLARGEMENT



3 C4.0 ELEVATION PLAN ENLARGEMENT

HALL & HALL ENGINEERS
1860 BOYSON ROAD
HIAWATHA, IOWA 52233
www.hallenq.com
319.362.9548

PROJECT INFORMATION

PROPOSED MULTIFAMILY DEVELOPMENT
WODA COOPER COMPANIES
9TH STREET • INDIANOLA, IOWA

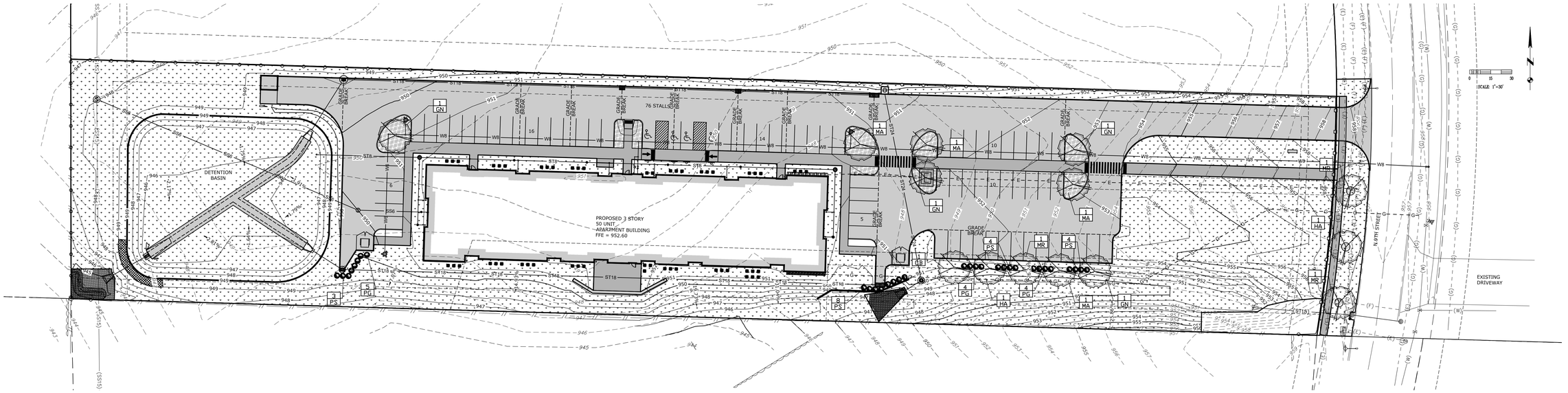
PROFESSIONAL SEAL

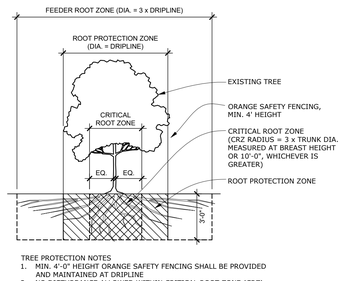
SITE PAVING AND ELEVATION PLAN

JOB NUMBER
2007380

SHEET NUMBER
C4.0

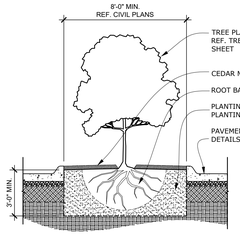
2020 © EXCEL ENGINEERING, INC.



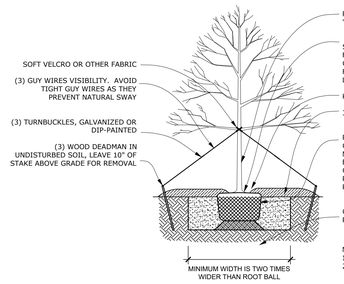


TREE PROTECTION NOTES
1. MIN. 4'-0" HEIGHT ORANGE SAFETY FENCING SHALL BE PROVIDED AND MAINTAINED AT DRIPLINE
2. NO DISTURBANCE ALLOWED WITHIN CRITICAL ROOT ZONE (CRZ).
3. OPERATION OF HEAVY EQUIPMENT AND/OR STOCKPILING OF MATERIALS IS PROHIBITED WITHIN THE ROOT PROTECTION ZONE (RPZ).
4. DIAMETER AT BREAST HEIGHT (DBH) IS MEASURED AT 4'-6" ABOVE GRADE

1 TREE PROTECTION
1/4" = 1'-0"

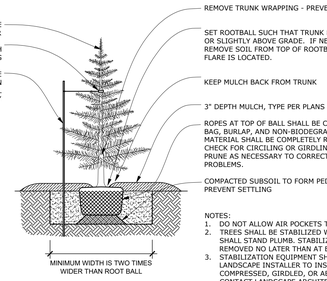


2 TREE PLANTING AT ISLAND
1/4" = 1'-0"



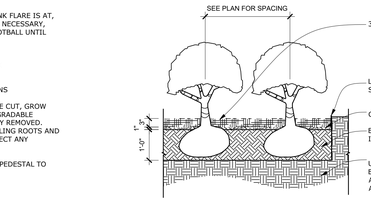
NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
2. TREES SHALL BE STABILIZED WITH SPECIFIED EQUIPMENT. TREE SHALL STAND PLUMB. STABILIZATION EQUIPMENT SHALL BE REMOVED NO LATER THAN AT END OF WARRANTY PERIOD.
3. STABILIZATION EQUIPMENT SHALL BE INSPECTED REGULARLY BY LANDSCAPE INSTALLER TO INSURE THE TREE IS NOT BEING COMPRESSED, GIRDLED, OR ABRADED. IF SUCH HAS OCCURED, CONTACT LANDSCAPE ARCHITECT FOR INSPECTION.

3 DECIDUOUS TREE PLANTING
1/2" = 1'-0"



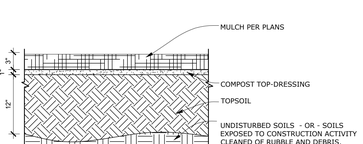
NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
2. TREES SHALL BE STABILIZED WITH SPECIFIED EQUIPMENT. TREE SHALL STAND PLUMB. STABILIZATION EQUIPMENT SHALL BE REMOVED NO LATER THAN AT END OF WARRANTY PERIOD.
3. STABILIZATION EQUIPMENT SHALL BE INSPECTED REGULARLY BY LANDSCAPE INSTALLER TO INSURE THE TREE IS NOT BEING COMPRESSED, GIRDLED, OR ABRADED. IF SUCH HAS OCCURED, CONTACT LANDSCAPE ARCHITECT FOR INSPECTION.

4 EVERGREEN TREE PLANTING
1/2" = 1'-0"



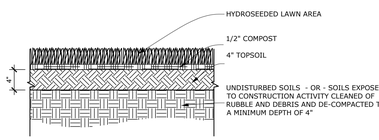
NOTES:
1. REMOVE ANY EXISTING VEGETATION, BARRIER FABRIC, OR ROCK WITHIN PLANTING AREA PRIOR TO PREPARATION ACTIVITIES
2. SCARIFY SUBSOIL TO A DEPTH OF 4"
3. PLACE 12" OF TOPSOIL
4. TOP DRESS ALL PLANTING AREAS WITH 1" COMPOST
5. MIX EXISTING OR IMPORTED PLACED TOPSOIL AND COMPOST TOP DRESSING TOGETHER TO A TOTAL DEPTH OF 6"
6. RAKE AND SMOOTH SOIL TO 3" BELOW FINISH GRADE REMOVING ROCKS, ROOTS, CLUMPS, AND ALL OTHER DEBRIS.

5 SHRUB OR PERENNIAL PLANTING
1/2" = 1'-0"



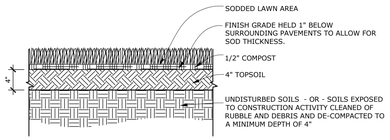
NOTES:
1. REMOVE ANY EXISTING VEGETATION, BARRIER FABRIC, OR ROCK WITHIN PLANTING AREA PRIOR TO PREPARATION ACTIVITIES
2. PLACE 12" TOPSOIL
3. TOP DRESS ALL PLANTING AREAS WITH 1" COMPOST
4. MIX EXISTING OR IMPORTED PLACED TOPSOIL AND COMPOST TOP DRESSING TOGETHER TO A TOTAL DEPTH OF 6"
5. RAKE AND SMOOTH SOIL TO 3" BELOW FINISH GRADE REMOVING ROCKS, ROOTS, CLUMPS, AND ALL OTHER DEBRIS.

6 PLANTING AREA PREPARATION
1" = 1'-0"



NOTES:
1. REMOVE ANY EXISTING VEGETATION WITHIN PLANTING AREA PRIOR TO PREPARATION ACTIVITIES
2. ALL SOILS EXPOSED TO CONSTRUCTION ACTIVITY SHALL BE INSPECTED BY LANDSCAPE ARCHITECT ONCE CONTRACTOR HAS CLEANED AND SCARIFIED THE SOILS, BUT BEFORE TOPSOIL AND COMPOST ARE SPREAD.
3. PLACE 4" OF TOPSOIL
4. TOP DRESS ALL LAWN AREAS WITH 1/2" COMPOST
5. TILL EXISTING OR PLACED TOPSOIL AND COMPOST TOGETHER TO A TOTAL DEPTH OF 4"
6. RAKE AND SMOOTH SOIL TO FINISH GRADE REMOVING ROCKS, ROOTS, CLUMPS, AND ALL OTHER DEBRIS.
7. LIGHTLY ROLL SOIL
8. SPREAD STARTER FERTILIZER (IF NOT INCLUDED IN HYDRO-SEED MIX)
9. APPLY HYDRO-SEED MIX
10. WATER AREAS IMMEDIATELY AND THOROUGHLY

7 HYDROSEEDED LAWN
1" = 1'-0"



NOTES:
1. REMOVE ANY EXISTING VEGETATION WITHIN PLANTING AREA PRIOR TO PREPARATION ACTIVITIES
2. ALL SOILS EXPOSED TO CONSTRUCTION ACTIVITY SHALL BE INSPECTED BY LANDSCAPE ARCHITECT ONCE CONTRACTOR HAS CLEANED AND SCARIFIED THE SOILS, BUT BEFORE TOPSOIL AND COMPOST ARE SPREAD.
3. PLACE 4" OF TOPSOIL
4. TOP DRESS ALL LAWN AREAS WITH 1/2" COMPOST
5. TILL EXISTING OR PLACED TOPSOIL AND COMPOST TOGETHER TO A TOTAL DEPTH OF 4"
6. RAKE AND SMOOTH SOIL TO FINISH GRADE REMOVING ROCKS, ROOTS, CLUMPS, AND ALL OTHER DEBRIS.
7. LIGHTLY ROLL SOIL
8. SPREAD STARTER FERTILIZER
9. LAY SOD
10. LIGHTLY ROLL SODDED AREAS TO INCREASE SOIL TO SOD CONTACT
11. WATER AREAS IMMEDIATELY AND THOROUGHLY

8 SODDED LAWN
1" = 1'-0"

LANDSCAPING, BUFFERING, AND SCREENING REQUIREMENTS.

ZONING: R-4 RESIDENTIAL MULTI FAMILY DISTRICT

MINIMUM LANDSCAPE AREA 166.04(9)
- MIN. 10% GREEN SPACE
  1. MIN. REQUIREMENTS: TWO TREES OR TWO TREES PER 3,000 SQUARE FEET OF GREEN AREA.
     10% 3-31/2 INCH CALIPER
     30-40% 2-21/2 INCH CALIPER
     BALANCE 8-10 FOOT BARE ROOT STOCK
  2. MIN. REQUIREMENTS: SIX SHRUBS OR THREE SHRUBS PER 3,000 SQUARE FEET GREEN AREA.

LOT AREA: 152,955 SQFT
IMPERVIOUS AREA = 67,218 SQFT GREEN SPACE AREA = 85,737 SQFT (44%)

REQUIRED GREEN SPACE AREA = 15,295 SQFT (10%)
TREES REQUIRED: 15,295/3000 = 5.09 * 2 = 10.1 10 TREES REQUIRED
TREES PROVIDED: 11

SHRUBS REQUIRED: 15,295/3000 = 5.09 * 3 = 15.3 15 SHRUBS REQUIRED
SHRUBS PROVIDED: 32

STREET FRONTAGE LANDSCAPING

ROW IMPROVEMENTS

- STREET TREES SHALL BE PLANTED ALONG PUBLIC AND PRIVATE STREETS AT A RATE OF 1 TREE PER 40' OF FRONTAGE, NOT INCLUDING DRIVE OPENINGS.
- MINIMUM SIZE OF 2" DBH

STREET FRONTAGE: 171' - 24' DRIVE OPENING = 147'/40'=3.67 TREES 4 REQUIRED
- 3 PROVIDED DUE TO SIGHT TRIANGLE

BUFFER YARD

- R-4 ADJACENT TO R-3 OPTION (3)
  A SIX FOOT TALL DOUBLE-FACE OPAQUE WOODEN FENCE; OR A SIX FOOT HIGH MASONRY WALL, TO BE CONSTRUCTED WITH FACE BRICK, STUCCO OR SIMILAR FINISHED SURFACE TOWARD THE A-1,R-1,R-2,R-3,R-4,R-5, OR R-6 ZONING CLASSIFICATION.

BIKE RACKS

- SHORT TERM: 1 BIKE RACK PROVIDED

LANDSCAPE LEGEND

AREA TO BE HYDROSEEDED, FERTILIZED, AND MULCHED (1.89± AC). SEED MIX TYPE 1, PERMANENT LAWN MIXTURE PER SUDAS DIVISION 9, SECTION 2.02.

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIN. SIZE	COND.	MATURE HEIGHT & SPREAD	NOTES
		CANOPY TREES					
MR	3	Acer rubrum	MAPLE, RED	2" DBH	B&B	35' x 30'	
MA	4	Prunus virginiana 'Schubert'	SHUBERT CHOKECHERRY	2" DBH	B&B	35' x 30'	
GN	4	Acer plataniodes 'Globosum'	GLOBE NORWAY MAPLE	2" DBH	B&B	20' x 20'	
CB	1	Ulmus minor 'Christine Buisman'	CHRISTINE BUISMAN ELM	3" DBH	B&B	45' x 35'	
HA	2	Acer pseudoplatanus	SYCAMORE MAPLE	2" DBH	B&B	35' x 30'	
		SHRUBS					
PG	13	Picea pungens 'Globosa'	DWARF BLUE GLOBE SPRUCE	#5	CONT.	5' x 5'	
PS	19	Pinus mugo 'Sherwood Compact'	SHERWOOD COMPACT MUGO PINE	#5	CONT.	3' x 4'	

*DBH = DIAMETER AT BREAST HEIGHT

GENERAL NOTES:

1. FIELD VERIFY ALL EXISTING SITE CONDITIONS, UNDERGROUND UTILITIES, ABOVE GRADE UTILITIES, AND UTILITY STRUCTURES, EXTENT OF PAVING AND CURBS, AND ALL EXISTING VEGETATION PRIOR TO DEMOLITION OR NEW CONSTRUCTION. CONTACT IOWA ONE-CALL AND OWNER FOR UTILITY LOCATES PRIOR TO ANY WORK ON SITE. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE CONTINUING DEMOLITION OR NEW CONSTRUCTION.
2. REFERENCE CIVIL SHEETS FOR DEMOLITION, PAVING, SITE STRUCTURES, UTILITIES, AND GRADING.
3. REFERENCE ELECTRICAL SHEETS FOR SITE LIGHTING FIXTURES AND POWER.
4. CONTRACTOR MUST PROVIDE EROSION / SEDIMENTATION CONTROLS AS REQUIRED TO CONTAIN SEDIMENT WITHIN CONSTRUCTION AREA. REFERENCE CIVIL SHEETS FOR ADDITIONAL INFORMATION.

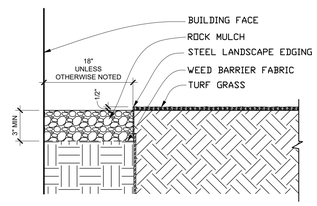
LANDSCAPE NOTES:

1. PLANT MATERIAL SHALL MEET THE REQUIREMENTS SET FORTH IN THE MOST RECENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. LANDSCAPE INSTALLATION CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE ACTIVITIES UNTIL FINAL ACCEPTANCE IS GIVEN BY LANDSCAPE ARCHITECT AND OWNER.
3. AT PROJECT SUBSTANTIAL COMPLETION, THE LANDSCAPE INSTALLATION CONTRACTOR SHALL CONTACT THE GENERAL CONTRACTOR, OWNER, AND LANDSCAPE ARCHITECT TO SCHEDULE FINAL ACCEPTANCE AND MAINTENANCE TURN-OVER MEETING.
4. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE INSTALLATION CONTRACTOR TO CONFIRM THAT UPON TURN-OVER OF MAINTENANCE ACTIVITIES, OWNER PROPERLY MAINTAINS PLANTINGS AND TURF INSTALLATIONS UNTIL END OF WARRANTY PERIODS.
5. PLANT WARRANTY PERIODS SHALL BEGIN AT THE TIME OF FINAL ACCEPTANCE BY THE OWNER AND LANDSCAPE ARCHITECT AND SHALL BE FOR THE DURATION LISTED BELOW:

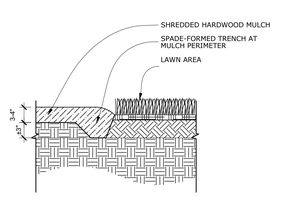
WARRANTY PERIOD

TREES	1 YEAR
SHRUBS	1 YEAR
PERENNIALS	1 YEAR
LAWNS	6 MONTHS

MAINTENANCE ACTIVITIES
LANDSCAPE MAINTENANCE INCLUDES WATERING, WEEDING, FERTILIZING, MOWING, PRUNING, REPLACEMENT OF MULCH, REPAIR OF SOIL SETTLEMENT, TREATMENT FOR INSECTS OR DISEASE, AND ALL OTHER OPERATIONS DEEMED NECESSARY TO PROMOTE PLANT ESTABLISHMENT AND PROVIDE A NEAT APPEARANCE.



9 STONE MAINTENANCE STRIP
1 1/2" = 1'-0"



10 SPADE EDGE
1" = 1'-0"

HALL & HALL ENGINEERS
1860 BOYSON ROAD
HIAWATHA, IOWA 52233
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319.362.9548

PROJECT INFORMATION

PROPOSED MULTIFAMILY DEVELOPMENT
WODA COOPER COMPANIES
9TH STREET • INDIANOLA, IOWA

PROFESSIONAL SEAL

SITE LANDSCAPE PLAN AND DETAILS

JOB NUMBER
2007380

SHEET NUMBER
C5.0

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UTILITY LEGEND

EXISTING		PROPOSED
(SS4)	SANITARY SEWER	SS
(ST10)	STORM SEWER	
	SUBDRAIN	
	FORCE MAIN W/SIZE	SS
(W)	WATER MAIN W/SIZE	W6
G	GAS	G
G	STEAM	G
OHE	ELECTRIC-OVERHEAD	OHE
E	ELECTRIC-UNDERGROUND	E
C	CABLE TV-UNDERGROUND	C
OHC	CABLE TV-OVERHEAD	OHC
OHT	TELEPHONE-OVERHEAD	OHT
F	FIBER OPTIC-UNDERGROUND	F
OHF	FIBER OPTIC-OVERHEAD	OHF
T	TELEPHONE-UNDERGROUND	T
	FENCE LINE	
	SILT FENCE	
(100 YR)	FLOODPLAIN LIMITS	(100 YR)
	FLOODWAY LIMITS	
	CITY CORPORATION LIMITS	
800	CONTOUR LINE	800
	LIGHT POLE W/O MAST	
	LIGHT POLE W/MAST	
	TELEPHONE POLE	
	POWER POLE	
	GUY ANCHOR	
	GUY POLE	
	TELEPHONE PEDESTAL	
	TELEPHONE MANHOLE	
	CABLE TV PEDESTAL	
	UTILITY/CONTROL CABINET	
	SANITARY MANHOLE	
	STORM MANHOLE	
OR	GRATE INTAKE	OR
	RA-3 INTAKE	
	RA-5 INTAKE	
	RA-6 INTAKE	
	RA-8 INTAKE	
	HORSESHOE CATCH BASIN W/O FLUME	
	HORSESHOE CATCH BASIN W/FLUME	
GV	GAS VALVE	
	FLARED END SECTION	
	CLEANOUT, STORM OR SANITARY	
	TRAFFIC SIGNAL W/MAST	

NOTE: THIS IS A STANDARD LEGEND. SOME ITEMS MAY NOT APPEAR ON DRAWINGS.

STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAILS FOR PUBLIC IMPROVEMENTS

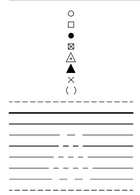
ITEM	REFERENCE #
TRENCH BEDDING AND BACKFILL ZONES	3010.101
RIGID GRAVITY PIPE TRENCH BEDDING	3010.102
FLEXIBLE GRAVITY PIPE TRENCH BEDDING	3010.103
SANITARY SEWER SERVICE STUB	4010.201
SANITARY SEWER CLEANOUT	4010.203
RCP APRON SECTION FOOTING	4030.221
CIRCULAR CONCRETE APRONS	4030.222
CONCRETE PIPE APRON GUARD	4030.224
SUBDRAINS	4040.231
SUBDRAIN CLEANOUTS	4040.232
SUBDRAIN OUTLETS	4040.233
THRUST BLOCKS	5010.101
TRACER SYSTEM	5010.102
FIRE HYDRANT ASSEMBLY	5020.201
CIRCULAR SANITARY SEWER MANHOLE	6010.301
SANITARY SEWER MANHOLE OVER EXISTING SEWER	6010.303
CHIMNEY SEALS FOR SANITARY SEWER MANHOLES	6010.306
CIRCULAR STORM SEWER MANHOLE	6010.401
SINGLE GRATE INTAKE	6010.501
CIRCULAR SINGLE GRATE INTAKE	6010.502
DOUBLE OPEN-THROAT CURB INTAKE, LARGE BOX	6010.509
RECTANGULAR AREA INTAKE	6010.511
BOXOUTS FOR GRATE INTAKES	6010.514
CASTINGS FOR SANITARY SEWER MANHOLES	6010.601
CASTINGS FOR STORM SEWER MANHOLES	6010.602
CASTINGS FOR GRATE INTAKES	6010.603
CASTINGS FOR AREA INTAKES	6010.604
JOINTS	7010.101
CONCRETE DRIVEWAY, TYPE A	7030.101
CURB DETAILS FOR CLASS A SIDEWALK	7030.202
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK	7030.204
GENERAL SIDEWALK AND CURB RAMP DETAILS	7030.205
CURB RAMP FOR CLASS B OR C SIDEWALK	7030.207
FILTER BERM & FILTER SOCK	9040.102
ROLLED EROSION CONTROL PRODUCT (RECAP) INSTALLATION ON SLOPES	9040.103
ROLLED EROSION CONTROL PRODUCT (RECAP) INSTALLATION IN CHANNEL	9040.104
RIP RAP APRON FOR PIPE OUTLET ONTO FLAT GROUND	9040.110
RIP RAP APRON FOR PIPE OUTLET INTO CHANNEL	9040.111
SILT FENCE	9040.119
STABILIZED CONSTRUCTION ENTRANCE	9040.120

UTILITY LEGEND

EXISTING



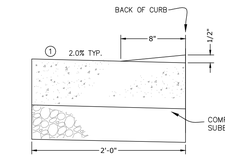
SURVEY LEGEND



PLANT LEGEND

EXISTING

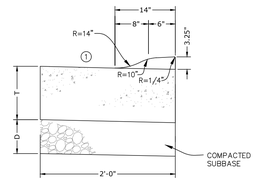




GUTTER CROSS-SLOPE VARIES. SEE PAVEMENT PLAN FOR "SPILL CURB" OR "CATCH CURB"

1/2" CURB DETAIL

NOT TO SCALE



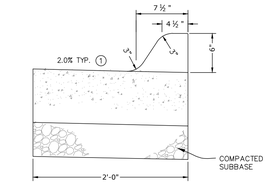
1 GUTTER CROSS-SLOPE VARIES. SEE PAVEMENT PLAN FOR "SPILL CURB" OR "CATCH CURB"

T: MATCH THICKNESS OF ADJACENT PAVEMENT

D: MATCH DEPTH OF ADJACENT MODIFIED SUBBASE

LOW PROFILE CURB

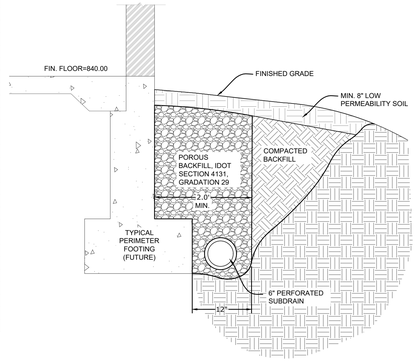
NOT TO SCALE

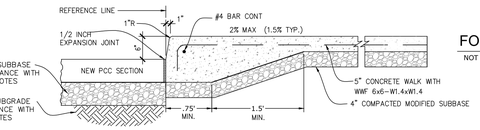


1 GUTTER CROSS-SLOPE VARIES. SEE PAVEMENT PLAN FOR "SPILL CURB" OR "CATCH CURB"

6" CURB DETAIL

NOT TO SCALE



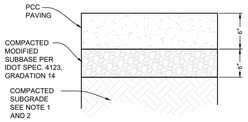


FOUNDATION SUBDRAIN DETAIL

NOT TO SCALE

INTEGRAL WALK AND CURB

NOT TO SCALE



PCC SECTION

1. PAVEMENT SECTION IN CUT AREAS
-SUITABLE EXISTING SUBGRADE: CUT TO DESIGN SUBGRADE ELEVATION. SCARIFY AND RECOMPACT THE TOP 12" TO 98% OF THE MATERIALS STANDARD PROCTOR DRY DENSITY.

-EXISTING EXPANSIVE SOIL OR UNSUITABLE SOIL: OVER-EXCAVATE 18", REPLACE WITH SUITABLE ON-SITE FILL MATERIAL OR STRUCTURAL FILL. COMPACT IN ACCORDANCE WITH SPECIFICATIONS.

-EXISTING GRADE SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PLACEMENT OF SUBBASE.

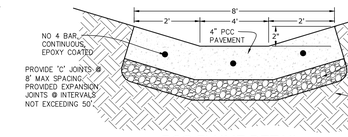
2. PAVEMENT SECTION IN FILL AREAS
-SUITABLE EXISTING SUBGRADE: SCARIFY TO A DEPTH OF 8" AND RECOMPACT. PRIOR TO PLACEMENT OF FILL, EXISTING GRADE SHALL BE PROOF ROLLED TO IDENTIFY AREAS OF SOFT OR UNSUITABLE MATERIAL.

-EXISTING EXPANSIVE OR UNSUITABLE SOIL: OVER-EXCAVATE MIN. 18", REPLACE WITH SUITABLE ON-SITE FILL MATERIAL OR STRUCTURAL FILL. COMPACT IN ACCORDANCE WITH SPECIFICATIONS.

-PLACE AND COMPACT SUITABLE FILL MATERIAL IN ACCORDANCE WITH FILL SPECIFICATIONS. COMPACT MATERIAL TO 95% OF THE MATERIALS STANDARD PROCTOR DRY DENSITY, UNLESS WITHIN 1.0 FOOT OF FINAL SUBGRADE ELEVATION, THEN COMPACT MATERIAL TO 98% OF THE MATERIALS STANDARD PROCTOR DRY DENSITY.

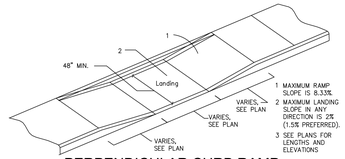
TYPICAL PAVEMENT SECTION

NOT TO SCALE



PCC FLUME DETAIL

NOT TO SCALE



PERPENDICULAR CURB RAMP

NOT TO SCALE

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS AND THE CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
2. THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM PLANS OF RECORD. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN AND MAY NOT SHOWN ON THIS DRAWING.
3. NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
5. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
6. NOTIFY THE APPROPRIATE GOVERNING AUTHORITY 48 - 72 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY. THE CITY OF INDIANOLA, IOWA SHALL BE THE PUBLIC AGENCY RESPONSIBLE FOR INSPECTION DURING CONSTRUCTION OF THE PUBLIC PORTIONS OF THE PROJECT.
7. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
8. PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND THE CITY OF INDIANOLA STANDARDS.
9. ADJUST ALL VALVES, MANHOLES, CASTINGS, GAS VENTS, ETC., TO MATCH THE NEW SURFACE (IF APPLICABLE). ADJUSTMENT SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND THE COST FOR ALL ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, REPAIR ANY DAMAGE TO SAID STRUCTURES AND APPURTENANCES THAT OCCUR DURING CONSTRUCTION.
10. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR BUILDING DIMENSIONS, STOOP SIZES AND LOCATIONS, AND BUILDING UTILITY ENTRANCE LOCATIONS, SIZES, AND ELEVATIONS.
11. REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

SITE PREPARATION NOTES

1. PROTECT ADJACENT PROPERTY DURING DEMOLITION.
2. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
3. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE EASEMENTS, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. DISPOSAL SITES MUST BE APPROVED BY THE ENGINEER. CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND TEMPORARY HAUL ROADS TO PREVENT THE SPREAD OF DUST. OFF-SITE DISPOSAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS.
4. KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT. CLEAN SOIL AND DEBRIS FROM THE ADJACENT STREETS ON A DAILY BASIS.
5. DURING CONSTRUCTION, CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
6. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
7. ANY EXISTING FACILITIES (CURBS, PAVEMENT, UTILITIES, ETC.) THAT THE CONTRACTOR'S OPERATIONS DAMAGE SHALL BE REPAIRED BY THAT CONTRACTOR AT HIS/HER COST.
8. WHERE A SECTION OF PAVEMENT, CURB AND GUTTER OR SIDEWALK IS CUT OR OTHERWISE DAMAGED BY THE CONTRACTOR, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED. PAVEMENT, CURBS, GUTTERS AND SIDEWALKS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND THE EDGE OF THE TRENCH CUT AND TO THE NEAREST JOINT.
9. SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
10. EXISTING FIELD TILE LINES ENCOUNTERED IN THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR IN ONE OF THE FOLLOWING WAYS:
    A. CONNECT TILE TO THE NEAREST STORM SEWER, B. DAYLIGHT TO FINISHED GROUND, C. REPAIR TILE AND MAINTAIN SERVICE.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A TILE IS ENCOUNTERED AND SHALL INDICATE THE METHOD OF RESOLVING THE CONFLICT. THE ENGINEER SHALL APPROVE THE PROPOSED METHOD. THE LOCATION OF THE FIELD TILE SHALL BE RECORDED ON THE CONSTRUCTION RECORD DOCUMENTS.

PAVEMENT GENERAL NOTES

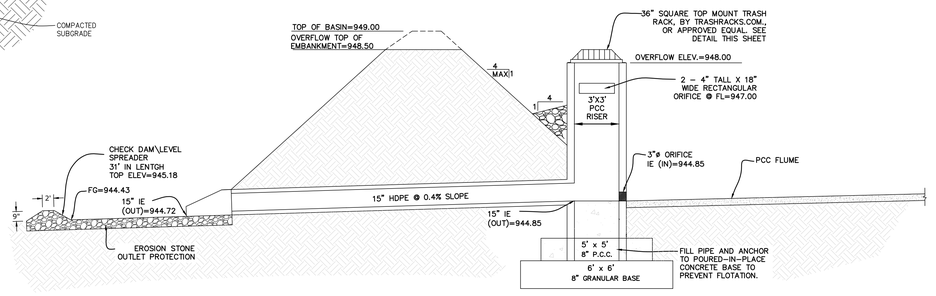
1. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
2. ALL DIMENSIONS TO BACK-OF-CURB OR EDGE OF SLAB UNLESS NOTED OTHERWISE.
3. REMOVE AND REPLACE OR RESTORE ALL STREET SIGNS, PAVEMENT MARKINGS, SIDEWALK LAMPS, SIDEWALKS, STEPS, LANDSCAPE STRUCTURES, CURB AND GUTTER, STREETS, DRIVES AND ALL OTHER SURFACE STRUCTURES REMOVED OR OTHERWISE DAMAGED DURING THE COURSE OF THE WORK. SIDEWALKS SHALL BE REMOVED AND REPLACED TO NEAREST JOINT BEYOND CONSTRUCTION AREA.
4. COMPACT SUBGRADE BENEATH PAVEMENTS IN ACCORDANCE WITH GRADING NOTES.
5. GRANULAR SUBBASE FOR PAVEMENTS SHALL MEET THE LIMITS OF GRADATION NO. 14, IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4123.
6. PROOF-ROLL SUBGRADE WITH A MINIMUM 25 TON G.V.W. TRUCK TO IDENTIFY AREAS OF SOFT OR UNSTABLE SUBGRADE. REMOVE AND REPLACE UNSTABLE AREAS WITH SUITABLE COMPACTED MATERIAL.

PAVEMENT MARKING NOTES

1. PAINT PARKING STRIPING AND SIDEWALK CURBS, TRAFFIC DIRECTION ARROWS, HANDICAP SYMBOLS AND FACE OF LIGHT POLE BASES "WHITE" WHERE SHOWN ON PLANS. VERIFY COLOR OF PAVEMENT MARKINGS WITH OWNER PRIOR TO CONSTRUCTION.
2. PAVEMENT MARKINGS SHALL BE FAST DRY TRAFFIC LANE MARKING PAINT CONFORMING TO IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST EDITION, SECTION 4183.03. REFLECTORIZED SPHERES FOR TRAFFIC PAINT SHALL MEET THE REQUIREMENTS OF IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST EDITION, SECTION 4184.
3. PAINTING SHALL NOT BEGIN UNTIL PAVEMENT SURFACE HAS BEEN POWER BROOMED AND HAND SWEPT AS NECESSARY TO REMOVE LOOSE MATERIALS AND DIRT; AND NOT BEFORE ADEQUATE CURING TIME HAS BEEN OBTAINED ON THE PAVEMENT.
4. APPLY PAINT AT MANUFACTURER'S RECOMMENDED RATES IN TWO SEPARATE COATS FOR ALL PAVEMENT MARKINGS. ALL STRIPES ARE 4 INCHES WIDE UNLESS OTHERWISE INDICATED. HANDICAP SYMBOLS SHALL CONFORM TO APPLICABLE ADA REGULATIONS.

PCC PAVEMENT NOTES

1. PCC PAVING THICKNESS SHALL BE AS NOTED ON THE PLANS AND DETAILS.
2. MATERIALS AND CONSTRUCTION FOR PORTLAND CEMENT CONCRETE PAVEMENTS SHALL MEET THE REQUIREMENT OF IOWA DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST REVISION, SECTION 2301. THE PARAGRAPHS FOR MEASUREMENT AND PAYMENT SHALL NOT APPLY.
3. MINIMUM 28-DAY COMPRESSIVE STRENGTH FOR CONCRETE USED FOR PAVEMENTS SHALL BE 4000 PSI. CONCRETE SHALL BE C-3 OR C-4 WITH TYPE 1 CEMENT. AIR CONTENT SHALL BE 6-1/2% ± 1.5%. LIMESTONE AGGREGATE SHALL BE 1-1/2" MAXIMUM SIZE. AIR ENTRAINMENT ADMIXTURES AND WATER REDUCING ADMIXTURES SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4103. DURABILITY FOR PORTLAND CEMENT CONCRETE SHALL BE CLASS 2. JOINT SEALER SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4136 FOR HOT POURED JOINT SEALER.
4. CURING COMPOUND (WHITE, DARK OR CLEAR) SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR SECTION 4105. APPLICATION METHOD AND CURING SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 2301.19.
5. FLYASH PER IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4108 MAY BE SUBSTITUTED FOR CEMENT AT THE RATES SPECIFIED IN SECTION 2301.04E AFTER NOTIFICATION AND AUTHORIZATION BY THE OWNER'S REPRESENTATIVE.
6. PAVEMENT TIE BARS AND DOWEL BARS SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151. EPOXY COATING, WHEN SPECIFIED, SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151.03B.
7. CURBS SHALL BE CAST INTEGRAL WITH CONCRETE PAVEMENT UNLESS NOTED OTHERWISE. EDGES SHALL BE ROUNDED BUT NOT ROLLED.
8. PCC SIDEWALKS SHALL BE 4 INCHES THICK, EXCEPT AT DRIVEWAYS. THICKNESS OF PCC WALKS AT DRIVEWAYS SHALL MATCH THAT OF THE ADJACENT DRIVEWAY. TRANSVERSE CONSTRUCTION JOINTS SPACING SHALL BE AT 4 FEET MAXIMUM CENTERS FOR 4 FEET WIDE WALKS, AND 5 FEET MAXIMUM CENTERS FOR 5 FEET WIDE WALKS, 6 FEET MAXIMUM CENTERS FOR WALKS GREATER THAN 5 FEET IN WIDTH. LONGITUDINAL CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN SLABS GREATER THAN 8 FEET IN WIDTH. PLACE EXPANSION JOINTS WHERE WALK MEETS OTHER WALKS, BACK OF CURBS, FIXTURES, OR OTHER STRUCTURES, AND AT INTERVALS NOT EXCEEDING 50 FEET. SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% DRAINING TOWARDS BACK OF CURB, UNLESS OTHERWISE NOTED.
9. ONE INCH PREFORMED FOAM EXPANSION JOINT MATERIAL SONOFLEX "F" BY SONOBORN OR APPROVED EQUAL SHALL BE PLACED BETWEEN NEW PAVEMENT CONSTRUCTION AND THE FACES OF BUILDINGS, STOOPS, EXISTING SLABS, AND OTHER FIXTURES, UNLESS NOTED ON THE DRAWINGS. ALL JOINTS SHALL BE SEALED WITH A SELF-LEVELING POLYURETHANE SUCH AS SONOLASTIC SL-1 OR APPROVED EQUAL.
10. ALL PCC SHALL BE JOINTED AT 12 FEET O.C. MAXIMUM DISTANCE. JOINTING SHALL BE IN ACCORDANCE WITH INDIANOLA METROPOLITAN AREA STANDARD DETAILS FOR PUBLIC IMPROVEMENTS NUMBERS 2700-021, 2700-022, AND 2700-023.
11. CONSTRUCT 1" EXPANSION JOINTS ON PCC CURB AT ALL ENDS OF RETURN RADII.



BASIN OUTLET STRUCTURE DETAIL

(NOT TO SCALE)

TRENCH, BEDDING, AND BACKFILL NOTES

1. TRENCH WIDTH REQUIREMENTS BELOW THE TOP OF THE PIPE SHALL NOT BE LESS THAN 12 INCHES NOR MORE THAN 18 INCHES WIDER THAN OUTSIDE SURFACE OF ANY PIPE, CONDUIT OR CABLE, AND SHALL BE THE LEAST PRACTICAL WIDTH THAT WILL ALLOW FOR COMPACTION OF TRENCH BACKFILL.
2. TRENCH STABILIZATION MATERIAL IF REQUIRED SHALL BE CRUSHED ROCK OR OTHER APPROVED MATERIAL WITH 100% PASSING THE 3" SIEVE AND 25%-95% PASSING THE 1" SIEVE. THIS MATERIAL SHALL HAVE A MAXIMUM FREE-THAW LOSS OF 15% WHEN TESTED IN ACCORDANCE WITH LABORATORY TEST METHOD 211, METHOD C. THE PLASTICITY INDEX SHALL NOT EXCEED 5.
3. ACCURATELY GRADE TRENCH BOTTOM TO PROVIDE UNIFORM BEARING AND SUPPORT FOR EACH SECTION OF PIPE ON BEDDING MATERIAL AT EVERY JOINT ALONG ENTIRE LENGTH, EXCEPT WHERE NECESSARY TO EXCAVATE FOR BELL HOLES, PROPER SEALING OR PIPE JOINTS OR OTHER REQUIRED CONNECTIONS. DIG BELL HOLES AND DEPRESSIONS FOR JOINTS AFTER TRENCH BOTTOM HAS BEEN GRADED. DIG NO DEEPER, LONGER, OR WIDER THAN NEEDED TO MAKE PROPER JOINT CONNECTION.
4. ALL TRENCH EXCAVATION SIDE WALLS GREATER THAN 5 FEET IN DEPTH SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED BY MEANS OF SUFFICIENT STRENGTH TO PROTECT THE WORKMEN WITHIN THEM IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS ESTABLISHED FOR CONSTRUCTION. THE DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS (OSHA), AND BY LOCAL ORDINANCES. LATERAL TRAVEL DISTANCE TO AN EXIT LADDER OR STEPS SHALL NOT BE GREATER THAN 25 FEET IN TRENCHES 4 FEET OR DEEPER.
5. GRANULAR BEDDING AGGREGATE FOR STORM AND SANITARY PIPE SHALL MEET THE FOLLOWING GRADATION:

SIEVE SIZE:	1-1/2	1	3/4	1/2	3/8	4	8
% PASSING:	100	95-100	50-100	20-65	10-65	0-20	0-8

6. IF ON-SITE MATERIAL IS UNSUITABLE, UTILITY TRENCHES BENEATH PAVED SURFACES SHALL BE BACKFILLED WITH GRANULAR MATERIAL MEETING THE FOLLOWING GRADATION:

SIEVE SIZE	1	3/4	4	8	30	200
% PASSING:	100	85-100	30-75	20-60	15-40	0-16

7. PLACE TRENCH AND STRUCTURE EXCAVATION BACKFILL 12 INCHES OR MORE ABOVE TOP OF PIPE IN 7 INCH MAXIMUM LIFTS AND COMPACT TO 85% STANDARD PROCTOR DRY DENSITY (ASTM D698) IN UNSURFACED AREAS AND TO 95% STANDARD PROCTOR DRY DENSITY IN SURFACED AREAS. INSTALL A MINIMUM CUSHION OF 2 FEET OF COMPACTED BACKFILL ABOVE PIPE ENVELOPE BEFORE USING HEAVY COMPACTION EQUIPMENT.
8. HAND PLACE AND COMPACT BACKFILL MATERIAL TO 12 INCHES ABOVE TOP OF PIPE TO 95% STANDARD PROCTOR DRY DENSITY (ASTM D698) IN SURFACED AREAS AND TO 90% STANDARD PROCTOR DRY DENSITY IN UNSURFACED AREAS.
9. STORM SEWER TRENCHES MAY BE BACKFILLED WITH NATIVE EXCAVATED MATERIAL, IF SUITABLE.
10. THE CONTRACTOR SHALL MAKE PROVISIONS TO HANDLE WATER ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER'S REPRESENTATIVE OF THE PROPOSED METHOD OF DEWATERING.

UTILITY NOTES

1. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS AND THE CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AS APPROVED BY THE IOWA DNR, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
2. VERIFY THE ELEVATION OF POSSIBLE CONFLICTING UTILITIES PRIOR TO CONSTRUCTING PROPOSED WATER MAINS, SANITARY SEWERS, STORM SEWERS, ETC. ANY CONFLICTS MUST IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION.
3. SITEWORK UTILITY CONTRACTOR TO EXTEND ALL PIPING TO WITHIN 5' OF BUILDING AND CAP FOR CONNECTION BY BUILDING UTILITY CONTRACTOR UNLESS OTHERWISE INDICATED. COORDINATE ALL INVERT ELEVATIONS AND PIPING LOCATIONS WITH BUILDING PLANS.
4. ALL OPEN EXCAVATIONS SHALL BE PROTECTED WITH SAFETY FENCE, BARRIERS OR BARRICADES IN ACCORDANCE WITH OSHA.
5. CONTRACTOR SHALL REFER TO BUILDING PLANS FOR UTILITY ENTRANCE LOCATIONS, SIZES, AND ELEVATIONS PRIOR TO BEGINNING UTILITY CONSTRUCTION.

SANITARY SEWER NOTES

1. SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS AND THE CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
2. 8-INCH SANITARY SEWER MAIN SHALL BE PVC SDR 26 CONFORMING TO ASTM D3034, MINIMUM PIPE STIFFNESS OF 115 PSI (ASTM D2412), UNLESS SDR 35 IS SPECIFIED. PLASTIC MATERIAL FOR PIPE AND FITTINGS SHALL BE A RIGID PVC PLASTIC AND SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM D1784 FOR A MINIMUM CELL CLASSIFICATION OF 12454. ALL JOINTS SHALL BE MADE WITH GASKETED BELL COUPLING CONNECTIONS. NO LEAKAGE WHEN GASKETED PIPE JOINTS ARE TESTED IN ACCORDANCE WITH ASTM D3212. ELASTOMERIC SEALS (GASKETS) SHALL MEET THE REQUIREMENTS OF ASTM F477.
3. SANITARY SEWER SERVICE PIPE AND FITTINGS SHALL BE SDR 23.5 POLYVINYL CHLORIDE (PVC), AND SHALL CONFORM TO ASTM D3034 WITH A MINIMUM PIPE STIFFNESS OF 153 PSI (ASTM D2412) PER INDIANOLA METROPOLITAN AREA STANDARD SPECIFICATION SECTION 02300.
4. CLASS F-3 BEDDING SHALL BE USED FOR SANITARY SEWER CONSTRUCTION. COMPACTED BACKFILL IN PIPE ENVELOPE MAY BE SUITABLE EXCAVATED MATERIAL.

STORM SEWER NOTES

1. STORM SEWER MAY BE EITHER CLASS III REINFORCED CONCRETE PIPE OR HIGH DENSITY POLYETHYLENE PIPE, UNLESS SPECIFICALLY NOTED ON PLANS.
2. RCP STORM SEWER SHALL BE CLASS III REINFORCED CONCRETE PIPE (RCP) TO DEPTH OF COVER UP TO 12' CONFORMING TO ASTM C76 OR AASHTO M170.
3. RCP STORM SEWER SHALL BE CONSTRUCTED WITH CLASS R-1 OR R-2 BEDDING.
4. HIGH DENSITY POLYETHYLENE PIPE (HDPE) SHALL BE CORRUGATED WITH INTEGRALLY FORMED SMOOTH INTERIOR MEETING THE REQUIREMENTS OF SUDAS AND THE CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
5. HDPE STORM SEWER SHALL BE CONSTRUCTED WITH CLASS F-3 BEDDING. HDPE STORM SEWER SHALL BE BACKFILLED WITH GRANULAR BACKFILL AGGREGATE TO A MINIMUM OF 12" ABOVE THE TOP OF THE PIPE.
6. SUBDRAIN MATERIAL SHALL BE RIGID PERFORATED POLYETHYLENE PIPE. MATERIAL SHALL BE ADVANCED DRAINAGE SYSTEMS, N-12, SMOOTH INTERIOR OR APPROVED EQUIVALENT.
7. STORM SEWER LINES SHALL BE A MINIMUM OF 10' FROM WATER LINES RUNNING PARALLEL. AT CROSSINGS, A MINIMUM 18

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE SITE PLAN FOR WILLIAMS TERRACE, A RESIDENTIAL DEVELOPMENT ON A LOT EXCEEDING ONE ACRE, LOCATED AT 1603 NORTH 9TH STREET

WHEREAS, on April 13, 2021 the Planning and Zoning Commission met to consider a request from Williams Terrace LP for site plan approval of Williams Terrace, a residential multi-family development for senior citizens on a lot exceeding one (1) acre, located at 1603 North 9th Street in Indianola; and

WHEREAS, the Planning and Zoning Commission recommend approval of the development with the condition that all outstanding review comments on the site plan from staff be resolved prior to review by the City Council; and

WHEREAS, the City Council has reviewed the request and heard comments from the developer and the public; and

WHEREAS, the City Council has determined that the site plan meets the requirements as set out in the Municipal Code and should be approved by it.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, the requirements of the Municipal Code and the comments from the developer and the public, deems it appropriate to approve the site plan for Williams Terrace, a residential multi-family development for senior citizens on a lot exceeding one (1) acre, located at 1603 North 9th Street in Indianola.

PASSED AND APPROVED the 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Determination of a nuisance for the property located at 608 South G Street.

Information

Council continued this matter from the June 7 meeting to the June 21 meeting. Council shall now consider the following alternatives:

1. The City Council of Indianola, Iowa finds that a nuisance exists at 608 South G Street by way of a violation of Chapter 51 of the Code of Ordinances of Indianola, Iowa, regarding junk, and orders the nuisance be abated within seven (7) days.
2. The City Council of Indianola, Iowa finds that a nuisance does not exist at 608 South G Street.

Roll call is in order.

Attachments

Resolution Determining Nuisance

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION DETERMINNG IF A NUISANCE EXISTS
FOR DENNIS D/SANDRA J DOP, LOCATED AT 608 SOUTH G STREET

WHEREAS, on April 28, 2021, the Building and Zoning Official alleged that a violation of Chapter 51 of the Code of Ordinances of Indianola, Iowa, regarding junk on property located at 608 South G Street; and

WHEREAS, on April 28, 2021, a letter was sent by certified mail giving the property owner eight (8) days to abate the nuisance; and

WHEREAS, on May 3, 2021, the Community Development Department received a request for a hearing in writing, in accordance with Section 50.08 of the Code of Ordinances of Indianola, Iowa regarding an alleged violation at 608 South G Street; and

WHEREAS, on May 17, 2021, the City Council of the City of Indianola set a public hearing for this matter to take place on June 7, 2021at 6:00 P.M.; and

WHEREAS, a public hearing for this matter took place on June 7, 2021 at 6 P.M. where the Council heard from City Staff, the property owner, and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance exists at 608 South G Street by way of a violation of Chapter 51 of the Code of Ordinances of Indianola, Iowa, regarding junk, and orders the nuisance be abated within seven (7) days.

OR

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance does not exist at 608 South G Street.

APPROVED this 7th day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

First consideration of an Ordinance approving amendments to Chapter 165 (Zoning Regulations) and Chapter 166 (Site Plan).

Information

Roll call is in order.

Attachments

Development Code Memorandum
Ordinance
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E
Attachment F
Attachment G
Attachment H
Attachment I
Attachment J

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Amendments to Chapter 165 (Zoning Regulations) and Chapter 166 (Site Plan).

At its meeting on June 7, the City Council held a public hearing regarding amendments to Chapter 165, which are the City's Zoning regulations, and Chapter 166, the City's Site Plan regulations. As the Council will recall, after the adoption of Elevate Indianola, in May 2020, the City Council approved a professional services agreement on June 15, 2020 to start the updating of various development codes to meet various implementation measures of the comprehensive plan.

These updates are being done in a two-phase process. Phase 1 of this process includes revisions to the Zoning and Site Plan regulations, and Phase 2 will include a review of Plantings in Parking (Chapter 141), Sign Regulations (Chapter 167), and Subdivision Regulations (Chapter 170). Additionally, Elevate Indianola calls for a Parkland Dedication Ordinance that will be reviewed in Phase 2.

At its meeting on May 11, the Planning and Zoning Commission reviewed this item and, on an 7-0 vote, recommended these amendments to Council. Additionally, at its study session on May 17, the Council received a presentation on these amendments. Based on Council feedback on May 17, the following changes were made:

1. Chapter 165.05 – Zoning District Regs, Section 5 – Standards for All Zoning District, Subsection F – Outdoor Storage
   Amended to state: "In M-2, a gravel surface may be allowed by the City Council upon review of a site plan so long such surface area is wholly in the rear yard, and mitigation measures are implemented to protect gravel running off site."

2. Chapter 165.05 – Zoning District Regs, Section 5 – Standards for All Zoning District, Shopping Cart Storage and Screening
   No changes were made to this requirement in the draft as Staff was unsure if there was Council consensus. If there is Council consensus on this item, a change can be made and brought forward on 2nd Consideration.

3. Chapter 165.05 – Zoning District Regs, Section 5 – Standards for All Zoning District, Subsection B – Solar Energy Systems
   Added language similar to the SWECS language regarding removal but limited right-of-entry to ground mounted systems.

4. Chapter 165.09 - Building Standards, Section 2 – Applicability and Section 3 – Exceptions
   Added language to clarify that changes in façades comply with regulations and added language to clarify that a Minor Site Plan might be required for façade changes.

The proposed amendments are attached and may be viewed here:
https://www.indianolaiowa.gov/991/Development-Code-Update

I will attend the June 21 Council meeting if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 165, ZONING REGULATIONS AND CHAPTER 166, SITE PLAN

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

Section 1. Chapters 165 and 166 of the Code of Ordinances of the City of Indianola, Iowa be and is hereby by deleted in its entirety.

Section 2. The Table of Contents for Chapter 165 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment A.

Section 3. Section 165.01 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment B.

Section 4. Section 165.02 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment C.

Section 5. Section 165.03 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment D.

Section 6. Section 165.04 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment E.

Section 7. Section 165.05 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment F.

Section 8. Section 165.06 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment G.

Section 9. Section 165.07 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment H.

Section 10. Section 165.08 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment I.

Section 11. Section 165.09 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment J.

Section 12. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 13. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

_____

Pam Pepper, Mayor

ATTEST:

_____

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2021, and was published on _____, 2021.

_____

Andrew J. Lent, City Clerk

Attachment A

ZONING REGULATIONS TABLE OF CONTENTS

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Attachment A

CHAPTER 165
ZONING REGULATIONS

SECTION 165.01 TITLE, PURPOSE, JURISDICTION AND ESTABLISHMENT OF DISTRICTS AND MAP

1. TITLE AND STATEMENT OF PURPOSE
2. JURISDICTION
3. INTERPRETATION OF STANDARDS
4. ESTABLISHMENT OF DISTRICTS
5. ADOPTION OF ZONING MAP

1. TITLE AND STATEMENT OF PURPOSE

The ordinance codified in this chapter is entitled "An ordinance to regulate and restrict the location and use of buildings, structures, and land for trade, industry, residence and other purposes; to regulate and restrict the height of buildings and structures, the number and size of buildings and other structures; to establish the size of yards, courts, and other open spaces; to establish minimum lot areas; and regulate the density of population and the percentage of lot that may be occupied; to require off-street parking; to regulate the location, size and number of signs, to divide the City into districts for such purposes; to provide for the administration and enforcement of its provisions; to create a Board of Adjustment; to prescribe penalties for the violation of its provisions, all in accordance with Chapter 414, Code of Iowa," and may be known and cited as "The Zoning Ordinance of the City of Indianola, Iowa."

The purpose of this chapter is to prevent and to lessen congestion in the streets and highways; to secure safety from fire, flood, panic and other dangers; to protect the public health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; to conserve the value of buildings and encourage the most appropriate use of land throughout the City, all in accordance with a comprehensive plan.

2. JURISDICTION

These regulations apply to development of any parcel of land located within the corporate limits of the City of Indianola or outside the corporate limits of the city as provided by law. No building permit or certificate of occupancy shall be issued for any parcel of land or development after the effective date of this Chapter that is not in conformance with the provisions of the Zoning Ordinance. No excavation of land or construction of any public or private improvements shall take place or be commenced except in conformity with the Zoning Ordinance.

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3. INTERPRETATION OF STANDARDS

In their interpretation and application, the provisions of the Zoning Ordinance shall be held to be minimum requirements. Where the Zoning Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of the Zoning Ordinance shall control.

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

1. Boundaries indicated as approximately following the centerline of streets, highways, or alleys shall be construed to follow such centerlines.

2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.

3. Boundaries indicated as approximately following township lines or section lines shall be construed as following township lines or section lines.

4. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.

5. Boundaries indicated as following shorelines shall be construed to follow such shorelines and in the event of change in the shoreline, shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerlines of streams or other bodies of water shall be construed to follow such centerlines.

6. Boundaries indicated as parallel to or extensions of features indicated in Subsections 1 through 5 above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map.

7. Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by Subsections 1 through 6 above, the Director of Community Development shall interpret the district boundaries.

4. ESTABLISHMENT OF DISTRICTS

The City is hereby divided into districts which are designated as follows:

Agricultural / Open Space Zoning District (A-1)

Single-Family Residential Detached Zoning District (R-1)

Single-Family Residential Attached Zoning District (R-2)

Multi-Family Residential Zoning District (R-3)

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Manufactured Home Park Zoning District (R-4)

Neighborhood Commercial Zoning District (C-1)

Highway Commercial Zoning District (C-2)

Downtown Mixed-Use Zoning District (C-3)

Limited Industrial Zoning District (M-1)

General Industrial Zoning District (M-2)

Planned Unit Development (PUD)

The locations and boundaries of these districts are shown on the official zoning map.

5. ADOPTION OF ZONING MAP

The official zoning map, and the explanatory material thereon, is hereby adopted by reference and declared to be a part of this chapter. The official zoning map shall be identified by the signature of the Mayor and attested to by the Clerk. The official zoning map shall be on file in the office of the Clerk and shall be the final authority as to the current zoning status of land, buildings and other structures in the City.

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.02 PROCEDURES, AMENDMENT, AND ENFORCEMENT

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   - D. Application for Compliance Certificates
5. AMENDMENTS
   - A. Request by Petition
   - B. City Council Referral
   - C. Zoning Commission Disapproval or Protest Petition
   - D. Filing Fees
6. APPLICATIONS AND FEES
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1. CONFORMANCE REQUIRED

Except as hereinafter specified, no building or structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any building or land be used, which does not comply with all of the district regulations established by the Zoning Ordinance for the district in which the building or land is located.

2. BUILDING PERMIT AND SITE PLAN REQUIRED

No building, structure, foundation, tower, fence, or wall shall be constructed or erected without prior approval and receipt of a building permit from the City. No building permit and no certificate of occupancy shall be issued until a Site Plan or Special Use Permit has been approval as provided herein this Chapter. Approval of a Site Plan is required as follows for all uses in accordance with the procedures and requirements of Chapter 165.06 herein this ordinance. A record of applications and site plans shall be kept in the office of the Zoning Administrator.

3. ADMINISTRATION AND ENFORCEMENT

A. Zoning Administrator

There is hereby created the position of Zoning Administrator, who shall be named by the City Manager. The Zoning Administrator shall administer and enforce the provisions of the Zoning Ordinance and shall have the following powers and duties in connection therewith:

(1) To issue all permits and certificates required by the Zoning Ordinance.

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(2) To notify in writing the person responsible for any violations of any of the provisions of the Zoning Ordinance, indicating the nature of the violation and ordering the action necessary to correct it.

(3) To order discontinuance of illegal use of land, buildings, or structures or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done, or take any other action authorized by the Zoning Ordinance to ensure compliance with or to prevent violation of its provisions.

The City Manager may delegate the powers and duties of the office of Zoning Administrator to any other officer or employee of the City or may combine the powers and duties of this office with any other office or position.

B. Board of Adjustment

A Board of Adjustment is hereby established which shall consist of five (5) members appointed by the Mayor subject to confirmation by the Council for staggered terms of five years. The terms of office of the members of the Board of Adjustment and the manner of their appointment shall be as provided by statute. Vacancies will occur in said Board on the death, resignation, or failure to meet residency requirements of any member of said board. If any member fails to attend at least 75% of the official meetings in one year an automatic vacancy will exist on said board. A member may have only one excused absence per year. The excused absence shall only be granted by the Chairperson of the Board. When a vacancy occurs, the vacancy will then be filled in the same manner as the original appointment for the remainder of the unexpired term.

(1) Meetings: The meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Such Chairperson or, in the absence of the Chairperson, the acting Chairperson may administer oaths, subpoena witnesses and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Clerk and shall be a public record. The presence of three (3) members is necessary to constitute a quorum.

(2) Appeals: Appeals to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Administrator. Such appeal shall be taken within ten (10) days by filing with the Zoning Administrator and with the Board a notice of appeal specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from is taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board, after notice of appeal shall have been filed with the Zoning Administrator, that by reason of the facts stated in the certificate, a stay would, in the Administrator's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed

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otherwise than by a restraining order which may be granted by the Board or by a court of record on application, on notice to the Zoning Administrator and on due cause shown. The Board shall fix a reasonable time for the hearing on the appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent, or by attorney. Before an appeal is filed with the Board of Adjustment, the appellant shall pay to the City Clerk the fee as established by resolution of the City Council.

(3) Power and Duties: The Board shall have the following powers and duties:

a. ***Appeals -*** To hear and decide appeals where it is alleged there is an error in any order, requirements, decision or determination made by the Zoning Administrator in enforcement of the Zoning Ordinance.

b. ***Variances -*** To grant a variance from the terms of the Zoning Ordinance when a property owner can show that the owner's property was acquired in good faith and where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property, or where by reason of exceptional topographical conditions or other extraordinary or exceptional situation, the strict application of the terms of the Zoning Ordinance actually prohibits the use of such property in a manner reasonably similar to that of other property in the same district, and where the Board is satisfied under the evidence before it that a literal enforcement of the provisions of the Zoning Ordinance would result in unnecessary hardship; provided, however, all variations granted under this clause shall be in harmony with the general purpose and intent of the Zoning Ordinance. Furthermore, the following findings shall be made in order to grant a variance:

i. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

ii. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;

iii. That the special conditions and circumstances do not result from the actions of the applicant;

iv. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district. No nonconforming use of neighboring lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violation of any such conditions and safeguards shall be deemed a violation of this Ordinance. Under no circumstances

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shall the Board grant a variance to allow a use not permissible under the terms of the Zoning Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the Zoning Ordinance in said district.

If relevant and applicable, the Board may prescribe a time limit within which the action for which the variance is required shall begin or be completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the variance. If no time limit is set by the Board and if relevant to the variance, then the granted variances shall become void eighteen months after the date of the Board approval unless a building permit has been issued for the construction provided for by the variance. In the event the building permit for the construction provided for by the variance expires or is canceled, then the variance approval shall become void.

c. ***Special Use Permits -*** To review and consider approval of a Special Use Permit for a Special Use as identified Permitted and Special Uses Table contained in CHAPTER 165.05 of the Zoning Regulations. The following shall be required:

   i. Special Use Permit Application - A site plan (including number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Special Use Permit Application fee as established by resolution of the City Council.

   ii. Special Use Permit Procedure - The Special Use Permit Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.

   iii. Special Use Permit Review by Board of Adjustment - Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Board a copy of the Special Use Permit Application along with a written recommendation as to the application's conformity with the rules and regulations of the city.

   iv. The Board shall subsequently hold a duly noticed public hearing as prescribed by their rules of procedures, and the noticing requirements contained herein, and review the Application for conformity with the zoning regulations and standards. The Board may approve, approve with conditions, or deny the Special Use Permit Application.

   v. Findings for Approval - In order to approve a Special Use Permit, the Board shall make the following findings:

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1 - The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

2 - The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

3 - The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

4 - The proposed use and site improvements shall not unduly increase traffic congestion;

5 - The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

6 - The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,

7 - The issuance of the Special Use Permit will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

vi. Expiration of Special Use Permit Approval - All Special Use Permit approvals shall expire and terminate 24-months after the date of the Board approval unless a building permit has been issued for the construction provided for in the related site plan. In the event the building permit for the construction provided for in the related site plan expires or is canceled, then such site plan approval shall thereupon terminate.

d. ***Public Hearing Noticing***

Notice of each Board of Adjustment public hearing shall be mailed by first class mail 10 days prior to the meeting to all property owners within 200 feet of the boundary of the property requesting a Variance or Special Use Permit.

e. ***Decisions of the Board.***

i. In exercising the above powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed from, and make such order, requirement, decision or determination as it believes proper, and to that end shall have all of the powers of the Zoning Administrator. The concurring vote of three (3) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter on which it is required to pass under this chapter.

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ii. No act of the Board shall become effective until after the decision of the Board has been filed. Such decision may be contained within the minutes of the Board.

iii. Each variance granted by the Board shall contain a date upon which it shall be effective.

iv. Every appeal, variance, or Special Use Permit granted or denied by the Board shall be supported by a written testimony or evidence submitted in connection therewith.

v. Any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition, pursuant to Iowa Code 17A.19, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

4. CERTIFICATE OF OCCUPANCY

No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the Zoning Administrator, stating that the building and use comply with the provisions of the Zoning Ordinance. No change of use shall be made in any building or part thereof, now or hereafter erected or structurally altered, without a permit being issued therefor by the Zoning Administrator. No permit shall be issued to make a change unless the changes are in conformity with provisions of the Zoning Ordinance. Nothing in this section shall prevent the continuance of a nonconforming use as authorized in the Zoning Ordinance, unless discontinuance is necessary for the safety of life or property.

A. Construction Compliance Certificate

Subsequent to the adoption of this chapter a construction compliance certificate shall be obtained from the Administrative Officer before any building or structure shall be erected, reconstructed, or structurally altered to increase the exterior dimensions, height, or floor area, or remodeled to increase the exterior dimensions, height, or floor area, or remodeled to increase the number of dwelling units or accommodate a change in use of the building and/or premises or part thereof. The construction compliance certificate shall state that the proposed construction complies with all provisions of this chapter, and no subsequent modifications shall be made to plans or to actual construction that would be in violation of this chapter. A construction compliance certificate issued under this section shall lapse six months from the date of its issuance unless construction has begun within that period and shall also lapse if construction is stopped after it is initiated for a period of time in excess of 120 days. In the event that a construction compliance certificate lapses for either of the above reasons, a new certificate shall be required before construction can resume. This amendment shall apply to all outstanding building permits at the time of its adoption so that if construction

is not commenced within six months after the date of this amendment, the rights under the building permit shall lapse.

B. Multiple-Dwelling Construction Compliance Certificates

Requests for construction of multiple-dwelling compliance certificates shall be examined by the Fire Chief who shall make a recommendation for approval or disapproval to the Zoning Administrator who shall finally either approve or disapprove the request.

C. Occupancy Compliance Certificate

Subsequent to the effective date of this chapter, no change in the use or occupancy of land nor any change in use or occupancy in an existing building, other than for single-family dwelling purposes, shall be made, nor shall any new building be occupied for any purpose other than a single-family dwelling until an occupancy compliance certificate has been issued by the Administrative Officer. Every occupancy compliance certificate shall state that the new occupancy complies with all provisions of this chapter and no subsequent modifications shall be made to the occupancy, use, or method of operation that would be in violation of this chapter. No single-, two-, or multiple-family dwelling or other structure designed for human use or occupancy shall be occupied nor shall any occupancy compliance certificate be issued for any of the foregoing until and unless all improvements and installations required by Chapter 170 of this Code of Ordinances have been made and accepted by the City.

D. Application for Compliance Certificates

Applications for compliance certificates shall be made prior to beginning construction or assuming occupancy on fully completed application forms obtained from the Administrative Officer, accompanied by such plans and information necessary to determine that the proposed construction or occupancy complies with all applicable provisions of this chapter.

5. AMENDMENTS

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

A. Request by Petition

Whenever any person desires that any amendment, or change be made in the Zoning Ordinance, including the text and/or map, as to any property covered by the Zoning Ordinance, and there is presented to the Council a petition requesting such change or amendment and clearly describing the property and its boundaries as to which the change or amendment is desired, duly signed by the owners of fifty percent (50%) of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of fifty percent (50%) of the area of all real estate lying

outside of said tract but within two hundred (200) feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such two hundred (200) feet, it is the duty of the Council to receive and refer the request to the Zoning Commission for its review and consideration at a duly noticed public meeting in accordance to the Commission's rules of procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action.

B. City Council Referral

The owner of a property may submit a written request to the Zoning Administrator for their property to be rezoned. If the requested rezoning is not consistent with the adopted Comprehensive Plan, the property owner may further request the Comprehensive Plan be amended as part of the requested rezoning. The Zoning Administrator will then present this request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action. The City Council may further by motion forward their own request to the Zoning Commission to review and consider an amendment to the adopted Comprehensive Plan, the rezoning of a given property or properties, or amendments to the zoning regulations.

C. Zoning Commission Disapproval or Protest Petition

In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, or a protest is presented duly signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established has been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one year shall have elapsed from the date of filing of the first petition.

D. Public Hearing Noticing

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

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days prior to the meeting to all property owners within 200 feet of the boundary of the property requesting an amendment to its zoning district boundaries.

E. Filing Fees

Before any action is taken as provided in this section, the owner or owners of the property requesting the proposed changed in the district regulations or district boundaries shall pay to the City Clerk the fee as established by resolution of the City Council.

6. APPLICATIONS AND FEES

The Zoning Administrator shall establish and provide the application form and information required for all applications as may be necessary and required this ordinance. The fees for all applications shall be as established by resolution of the City Council.

7. PENALTIES

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of the Zoning Ordinance shall, upon conviction, be fined for each offense up to the maximum amount as allowed by the Code of Iowa. Each day that a violation is permitted to exist constitutes a separate offense.

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Attachment D

CHAPTER 165
ZONING REGULATIONS

SECTION 165.03 DEFINITIONS

The following terms are defined for the purposes of this chapter:

1. Accessory use or structure: A use or structure on the same lot with the principal use or structure and serving a purpose customarily incidental and subordinate to the principal use or structure. An accessory use shall not be taller than, encompass more floor area or use a greater part of the lot than the principal permitted use or as further limited within this Zoning Regulations. A prohibited principal use is also a prohibited accessory use in the same district.

2. Addition: An extension or increase in floor area or height of a building or structure.

3. After Hours Business: Any business open during any time between the hours of two o'clock (2:00) A.M. to six o'clock (6:00) A.M. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises.

4. Agriculture: The use of land for agricultural purposes, including those forms of row-crop farming, horticulture, floriculture, forestry, groves, orchards, and viticulture and limited animal husbandry, apiculture, dairying, poultry husbandry, ranching as specified herein appropriate for operation in an urban and urbanizing area, and also those necessary accessory uses for packing, treating or storing the produce. The operation of the accessory uses shall be subordinate to that of the normal agricultural activities. This definition does not include any animal feeding operations, confined animal feeding operations, open feedlots, and similar operations containing 12 or more animals. Furthermore, this definition does not include any processing of animal products.

5. Amusement arcade: A building or part of building in which five or more pinball machines, video games, or other similar player-operated amusement devices are maintained.

6. Animal shelter: A facility, other than a private residential dwelling and its surrounding grounds, that is used to house or contain animals and that is owned, operated, or maintained by a nongovernmental entity, including (but not limited to) a humane society, animal welfare organization, society for the prevention of cruelty to animals, or any other organization operating for the purpose of finding permanent adoptive homes for animals.

7. Antenna: Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building. (Also see “satellite dish antenna” and “communications tower.”)

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8. Apartment house or building: Any building or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three (3) or more families living independently of each other and doing their own cooking in the building. Said buildings have dwelling units that are both vertically and horizontally attached to one another. (See "Dwelling, multiple-family.")

9. Assisted living residential facility: A building consisting of individual dwelling units where meals and assistance for daily living activities are provided to the residents, who are primarily elderly persons. Such facility must be licensed as a Residential Care Facility, Intermediate Care Facility or Skilled Nursing Facility under Chapter 135C, Code of Iowa.

10. Automobile sales and storage lot: An open, off-street area where 100 or more new and used operable motor vehicles are stored or offered or displayed for sale or advertising purposes. No motor vehicle may be sold or stored in any location other than an automobile sales and storage lot.

11. Automobile service center: Any building or premises where at least fifty percent (50%) of the business is derived from retail sales of auto parts and accessories. Major work, including (but not limited to) engine and transmission overhauls and/or changes, shall not be permitted.

12. Bar: Any establishment devoted primarily to the selling, serving or dispensing and drinking of malt, vinous, or other alcoholic beverage by 50% or more of total gross sales, and where such beverages are consumed on the premises. (This definition includes and may also be referred to as a "Cocktail Lounge," "Tavern," or "Saloon.")

13. Basement: The lower part of a building having more than one-half (½) of its height between its floor and the floor of the story above it below the adjacent ground elevation.

14. Bed and Breakfast Inn: An owner-occupied dwelling unit that contains no more than five (5) guest rooms where lodging, with or without meals, is provided for compensation. For establishments to be considered a bed and breakfast inn, versus an extended stay hotel, apartment hotel, or apartment house or building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax on all guest rooms and guest stays.

15. Billboard: All structures, regardless of the material used in the construction of the same, that are erected, maintained or used for public display of posters, painted signs, wall signs (whether the structure be placed on the wall or painted on the wall itself), pictures or other pictorial reading matter which advertise a business or attraction which is not carried on or manufactured in or upon the premises upon which said signs or billboards are located.

16. Boarding house or rooming house: A building other than a hotel or motel where, for compensation, lodging, or lodging and meals, are provided for three (3) or more persons.

17. Body Piercing Studio: Any establishment or business wherein body piercing is practiced. Specifically excluded from this definition are retail jewelry businesses offering ear piercing as

a complimentary service. (See "Tattoo Studio.")

18. Brewery, micro: A business that brews beers, ales, and/or similar beverages on-site for distribution, retail or wholesale, on or off-premises and produces no more than 10,000 barrels of beer or ale annually. A microbrewery may include a tasting room for consumption on-premises as defined in Iowa Code Section 123.3(16).

19. Buffer: A landscaped area, wall, or other structure intended to separate or partially obstruct the view between two adjacent zoning districts, land uses or properties from one another. (Also see "screening.")

20. Building: Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals or property, but not including signs or billboards.

21. Building, height of: The vertical distance from the average natural grade at the building line, to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or the highest gable of a pitch or hip roof.

22. Building line: The line parallel to the front lot line over which no portion of any building, except an overhang or chimney, may extend and which is a distance from the front lot line equal to the depth of the front yard required for the district in which such lot is located.

23. Car wash: An area of land and/or a structure with machine or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles.

24. Carport: A roofed structure providing space for the parking of motor vehicles and enclosed on not more than two (2) sides. For the purpose of the Zoning Regulations, a carport attached to a principal building is considered as part of the principal building and subject to all yard requirements herein.

25. Child: A person under 18-years of age.

26. Child Care Center: A facility providing child day care for seven or more children at one time, except when the facility is registered as a group care facility or when officially registered by the State of Iowa as a Child Development Home. (See Chapter 237A.1 of the State Code of Iowa.)

27. Child Day Care: (See Chapter 237A of the State Code of Iowa) The care, supervision, or guidance of a child by a person other than the parent, guardian, relative, or custodian for periods of two hours or more, and less than twenty-four hours per day per child, on a regular basis, in a place other than the child's home, but does not have:

    A. An institutional program administered by a public or non-public school system approved by the Iowa State Department of Public Instruction or the Iowa State Board of Regents.

    B. A religious-related instructional program of not more than one day per week.

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C. Short-term classes held between school terms.

D. A program administered by a political subdivision of the State which is primarily for recreational or social purposes and is limited to children who are five years of age or older and attending school.

28. Child Care Home: A private residence where child care is provided to five (5) or fewer children at any one time and that is not registered with the State of Iowa. (See Chapter 237A.3 of the State Code of Iowa.)

29. Child Development Home: A private residence, officially registered by the State of Iowa as a "Child Development Home," to provide child day care to six or more children at any one time following the categories and regulations as defined by the Iowa Department of Human Services (DHS) on July 1, 2017. (See Chapter 237A.3A of the State Code of Iowa.)

30. Church or place of religious worship: An institution that people regularly attend to participate in or hold religious services, meetings, and other typical ancillary activities. The term "church" does not carry a secular connotation and includes buildings in which the religious services of any denomination are held. This does not include a dwelling.

31. Clinic, medical or dental: A building or buildings in which physicians, dentists, and allied professional assistants are associated for the purpose of carrying on their professions.

32. Club: An organization of persons for special purposes or for the promulgation of sports, arts, literature, politics, fitness, or the like but not operated for profit, excluding churches, or other houses of worship.

33. Comprehensive Plan: The Comprehensive Plan for the City of Indianola, which sets forth the City's long-range plans for land use, transportation, municipal utilities, City expansion, management and development policies to guide the City's growth and from which the City's zoning regulations shall be based.

34. Commission: Means the Planning and Zoning Commission of Indianola, Iowa.

35. Communications tower: A structure that is intended for transmitting or receiving television, radio, short-wave, citizens band or telephone communications. (See Chapter 161 for definitions related to Communication Towers and Equipment.)

36. Condominium: An estate in real property as regulated by Chapter 499B of the Code of Iowa consisting of an undivided interest in common with other purchasers in a portion of a parcel of real property, together with a separate interest in space in a building, such as an apartment. A condominium may include, in addition, a separate interest in other portions of such real property.

37. Condo-Conversion (Condominium Conversion): The filing of a condominium regime, per the Code of Iowa, for an existing real estate property, such as the conversion of an apartment building into condominiums.

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38. Convenience store: Any retail establishment, generally less than 10,000 square feet in size, offering for sale food products, household items and other goods commonly found in grocery stores and may include automotive and truck fuel sales. Any such business with 50% or more of its gross sales in alcohol and/or tobacco shall be considered a liquor store or a tobacco store.

39. Cul-de-sac: A local street, one end of which is closed and consists of a circular turnaround.

40. Delayed Deposit Services Business: A person or individual, group of individuals, partnership, association, corporation, or any other business unit or legal entity who for a fee does either of the following:

    A. Accepts a check, draft, share draft, or other instrument for the payment of money dated after the date it was written.

    B. Accepts a check, draft, share draft, or other instrument for the payment of money dated on the date it was written and holds it for a period of time prior to deposit or presentment pursuant to an agreement with, or any representation made to, the maker of the check, draft, or other instrument whether express or implied.

    The above are typically referred to as “Check Cashing,” “Payday Lending,” or “Car Title Loan” establishments.

41. Density, gross: The number of dwelling units permitted per acre of gross land within a defined area including public streets and open spaces.

42. Density, net: The number of dwelling units per net acre of land being developed not including public streets and open spaces.

43. Department store: Any store, whether independently operated or part of a larger entity, which markets consumer goods to the general public and occupies a space of 10,000 square feet or more.

44. Display lot: The lot area that is for display of sellable durables that are the primary durables of the business.

45. Dock: any elevated protrusion intended or used for purposes of loading and unloading goods, merchandise, cargo, or other tangible goods.

46. Drive-in or Drive-thru Facility: An establishment that provides or dispenses products or services, through an attendant or an automated machine, to persons remaining in their vehicle that are in designated drive-thru vehicle stacking lanes. A drive-thru facility may be in combination with other uses, such as financial institutions, restaurants, pharmacies, and service providers such as dry cleaners. For the purposes of the Zoning Regulations, automotive and truck washes and automotive and truck fuel sales facilities will not be categorized as drive-thru facilities.

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47. Driveway: A privately owned roadway giving access from a public street to a building lot or abutting property.

48. Dwelling: Any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin, trailer, or mobile home, and designed to be placed on, supported by and attached to a continuous perimeter foundation, which is permanent and constructed in accordance with the Indianola Building Code for site-built housing.

49. Dwelling, accessory: A separate and smaller second dwelling that is located within the lot or building envelop of a single-family dwelling and is held under the same ownership of that single-family dwelling. This separate dwelling contains its own living, cooking, and housekeeping facilities, may or may not have its own entrance, and is contained within, attached to, or built separate from the principal single-family dwelling. Examples include: a dwelling over an attached or detached garage, a tiny house built on a separate foundation in the backyard, a dwelling within the basement of the principal building, or a dwelling attached to the principal building.

50. Dwelling, multiple-family: A building with three (3) or more dwelling units designed for or occupied by three or more families with separate cooking and housekeeping facilities for each, where either the units share a common entrance from the exterior of the building or any single unit has common walls or floors with more than two units. Said buildings have dwellings units that are both vertically and horizontally attached to one another. (See "Apartment house or building.")

51. Dwelling, row: Three (3) or more horizontally attached dwelling units in a continuous row. (See "Dwelling, townhouse.")

52. Dwelling, single-family, detached: A detached dwelling erected on its own lot and designed for or occupied by one family only, with the minimum width of twenty (20) feet for more than 65% of the length of the building exclusive of garages.

53. Dwelling, single-family, semi-detached: A dwelling designed for or occupied by one family only which is erected on a separate lot and is joined to another such dwelling on one side only by a wall located on the lot line and which has yards on the remaining sides (commonly referred to as a duplex). Each dwelling shall have a minimum width of twenty (20) feet for more than 65% of the length of the building exclusive of garages.

54. Dwelling, townhouse: A dwelling unit attached horizontally to 2 or more other dwelling units by party walls, but no single unit shares party walls with more than two other units, and where each unit maintains an individual entrance from the exterior of the building. (See "Dwelling, row.")

55. Dwelling, two-family: A dwelling designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each, and erected on one lot. Each dwelling shall have a minimum width of twenty (20) feet for more than 65% of the length of the building exclusive of garages.

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56. Dwelling unit: A room or group of rooms which are arranged, designed, or used as a dwelling for the occupancy of one family, containing sleeping, bathroom, and kitchen facilities.

57. Easement: A granted right by a land owner to a person, government agency, or public utility company to use land owned by another for a specific purpose.

58. Elder group home: A single-family residence that is a residence of a person who is providing room, board and personal care to three through five persons 60 years of age or older who are not related to the person providing the service within the third degree of consanguinity or affinity and which is certified by the State Department of Elder Affairs as an elder group home in accordance with 231B.2 of the Code of Iowa. In accordance with the Code of Iowa, elder group homes owned and operated by public or private agencies shall be dispersed throughout the residential zones and districts and shall not be located within contiguous city block areas. (See "Family home.")

59. Factory-built home: Any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of the Zoning Regulations, factory-built homes include manufactured homes and modular homes.

60. Family: One (1) or more individuals occupying a dwelling unit and living together as a single, nonprofit housekeeping unit, and sharing common living, sleeping, cooking, and eating facilities. The definition of Family does not include any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; and, any group of individuals who are in a group living arrangement because of criminal offenses. The definition of Family may include licensed group care facilities or family homes as may be otherwise permitted.

61. Family home: A community-based residential home which is licensed as a residential care facility under Chapter 135C of the Code of Iowa or as a child foster care facility under Chapter 237 of the Code of Iowa, to provide room and board, personal care, habilitation services, and supervision in a family environment exclusively for not more than eight persons with a developmental disability or brain injury and any necessary support personnel. However, family home does not mean an individual foster care family home licensed under Chapter 237. In accordance with the Code of Iowa, family homes owned and operated by public or private agencies shall be dispersed throughout the residential zones and districts and shall not be located within contiguous city block areas.

62. Farming: Defined as the raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis, including incidental packing and processing.

63. Farm Support Housing: The occupancy of any living accommodations by one (1) agricultural employee and their family, without regard to duration, which occurs exclusively in association with the performance of agricultural labor, on the same property as the support housing.

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64. Fireworks retail sales facility: A retail sales facility for the sale of first-class consumer fireworks as defined in Code of Iowa Section 100.19(1)(c) and/or second-class consumer fireworks as defined in Code of Iowa Section 100.19(1)(e).

65. Fitness center: An establishment providing physical fitness facilities and services to the public for a fee, including but not limited to; game courts, exercise equipment, exercise areas, running tracks, swimming pools, physical fitness maintenance and weight control services and instructors, locker rooms, saunas and associated retail shop intended for members of club only, and occupying a space of 10,000 square feet or more.

66. Flood: A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

67. Flood elevation: The elevation floodwaters reached at a particular site during the occurrence of a specific flood. For instance, the 100-year flood elevation is the elevation of floodwaters related to the occurrence of the 100-year flood.

68. Flood Insurance Rate Map (FIRM): The official map prepared by the Federal Insurance Administration as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

69. Flood Insurance Study: A study initiated, funded, and published by the Federal Insurance Administration for the purpose of evaluating in detail the existence and severity of flood hazards and providing the City with the necessary information for adopting a flood plain management program and establishing actuarial flood insurance rates.

70. Flood plain: A land area susceptible to being inundated by water as a result of a flood.

71. Flood plain management: An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of flood plains, including but not limited to emergency preparedness plans, flood control works, flood proofing and flood plain management regulations.

72. Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

73. Floodway: The channel of a river stream or other watercourse and those portions of the flood plain adjoining the channel, which are required to carry and discharge floodwaters or flood flows so that confinement of flood flows to the floodway area will not result in substantially higher flood levels or flow velocities.

74. Floodway Fringe: Those portions of the flood plain, other than the floodway, which can be filled, leveed, or otherwise obstructed without causing substantially higher flood levels or flood velocities.

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75. Floor area: (See Sec 407 UBC as adopted.)

76. Funeral home: A building or part thereof used for human funeral services. Such building may contain space and facilities for: (i) embalming and the performance of other services used in preparation of the dead for burial; (ii) the performance of autopsies and other surgical procedures; (iii) the storage of caskets, urns, and other related funeral supplies; (iv) the storage of funeral vehicles; and (v) facilities for cremation. Where a funeral home is permitted, a funeral chapel shall also be permitted.

77. Garage, private: A detached, accessory building for the private use of the owner or occupant of a principal building situated on the same lot of the principal building specifically designed for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature, and to which there is legal vehicular access from a public right-of-way.

78. Gas station or service station: Any building or premises used for the retail sale of liquefied petroleum products for the propulsion of motor vehicles, and including such products as kerosene, fuel oil, packaged naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories, and other items customarily associated with the sale of such products; for the rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and the making of repairs to motor vehicles except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring, and frame repairs; major overhauling of engines requiring the removal of engine cylinder head or crankcase pan; repairs to radiators requiring the removal thereof; or complete recapping or retreading of tires.

79. Golf car: A small self-propelled vehicle designed to carry golfers and their golf equipment around a golf course (sometimes erroneously referred to as a 'golf cart').

80. Group care facility: (See “Family home.”)

81. Health club: An establishment providing physical fitness facilities and services to the public for a fee, including but not limited to; game courts, exercise equipment, exercise areas, running tracks, swimming pools, physical fitness maintenance and weight control services and instructors, locker rooms, saunas and associated retail shop intended for members of club only, and occupying a space less than 10,000 square feet.

82. Home occupation: A business, profession, occupation or trade conducted for gain or support as an accessory use entirely within a dwelling, or a structure, which is incidental and secondary to the use of such building for dwelling purposes and which does not change the essential residential character of such building and complies with all city code requirements. (See Chapter 165.05, Section 5-D, Home Occupations, for regulations.)

83. Home owner’s or property owner’s association: A formally constituted non-profit association or corporation made up of the property owners and/or residents of a definitive area, who

collectively may take permanent responsibility for costs and upkeep of commonly owned or designated community property.

84. Hookah Lounge: An establishment where patrons are provided shisha (flavored tobacco) in a hookah or nargile water smoking pipe or where customers use an electronic smoking or other apparatus to deliver an inhaled dose of nicotine or other substance within the establishment. These establishments may also be known or referred to as an E-Hookah Lounge or Bar.

85. Hotel or motel: A building containing guest rooms in which lodging is provided and offered to the public on a temporary basis for compensation, and which is open to transient guests, in contrast to a bed and breakfast inn, boarding house, or rooming house. For establishments to be considered a hotel or motel, versus an extended stay hotel, apartment hotel, or apartment house or building, all rooms must be available for rent for as little as one (1) night and no more than 30 days, no rental contract or similar agreement is involved, and the establishment must be licensed as a hotel and collect and pay hotel/motel tax on all guest rooms and guest stays.

86. Hotel, extended stay or apartment hotel: A building containing furnished bedrooms with or without cooking facilities in which lodging is provided and offered to the public on a weekly or month basis for compensation.

87. Junk yard: Any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment, but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards, and the processing of used, discarded or salvaged materials as part of manufacturing operations. No disassembled vehicle will be allowed to be stored or kept in any location in the City other than a junk yard.

88. Kennel: Any establishment where dogs, cats, or other similar animals or pets are boarded for compensation or are bred or raised for commercial purposes or sale.

89. Landscape: The design and development of land for human use and enjoyment. It is concerned with the beauty of natural surroundings as well as practical ways to use land and the objects on it.

90. Laundry, self-service: A business that provides home-type washing, drying and/or ironing machines for hire to be used by customers on the premises.

91. Livestock: Animals kept or raised for use or pleasure, including cattle, horses, sheep, goats, swine, and similar hoofed animals.

92. Liquor Store: A retail shop or establishment that primarily sells prepackaged alcoholic beverages, including wine, beer, and alcoholic liquors, intended to be consumed off the store's premises, and where 50% or more of total gross sales are derived from the sale of alcohol and tobacco.

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93. Lot: For the purpose of the Zoning Regulations, a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area and to provide such yards and other open space as are herein required. Such lot shall have a frontage on a public street unless it is part of a townhouse complex, and may consist of: (i) a single lot of record; (ii) a portion of a lot of record; (iii) a combination of complete lots of record; of complete lots of record and portion of lots of record; or of portions of lots of record; and (iv) a parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of the Zoning Regulations.

94. Lot line: A line dividing one lot from another lot or from a street or alley.

A. Common lot line – A side lot line that is shared between attached structures.

B. Front lot line - The line which adjoins a public street or private street.

C. Rear lot line - The boundary which is opposite and most distant from the front lot line. In the case of a corner lot, the rear lot line is opposite the front lot line of least dimension. In case of an interior triangular or gore-shaped lot, it means a straight line ten-feet in length which (in paragraph form) is parallel to the front lot line or its cord and intersects the two other lot lines at points most distant from the front lot line.

D. Side lot line - Any lot line not a front lot line or a rear lot line.

E. Street side lot line of a corner lot – For a corner lot, the street frontage that is the longest is typically the street side lot line and is perpendicular to the rear lot line.

F. Depth - The mean horizontal distance between the front and rear lot lines as measured perpendicular to the midpoint of the mean front lot line. In the case of an interior triangular or gore-shaped lot, the depth is the horizontal distance between the midpoints at the front lot line and rear lot lines.

G. Width - The horizontal distance between the side lot lines as measured perpendicular to the line comprising the lot depth at its point of intersection with the required minimum front yard setback.

95. Lot of record: A lot which is part of a subdivision recorded in the Office of the County Recorder or a lot or parcel described by metes and bounds, the description of which has been so recorded. For purposes of the Zoning Regulations, an existing contract of purchase at the time of the effective date of the Zoning Regulations also constitutes a lot of record.

96. Lot types: As follows:

A. Corner lot - A lot located at the intersection of two or more streets and having the street right-of-way abut the front lot lines of the lot.

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B. Double frontage or through lot - A lot, other than a corner lot, with frontage on more than one street or public thoroughfare which do not intersect one another.

C. Interior lot - A lot, other than a corner lot, having frontage on but one street or public thoroughfare.

D. Outlot – An unbuildable lot designated on a subdivision plat and intended for future replatting into a buildable lot or lots or intended to be held and owned by a home owner's association, property owner's association, or similar private consortium as common space, open space, area for stormwater facilities, shared parking, or similarly shared site improvements or elements.

E. Postage-stamp lot – A small lot typically contained within an owner's association held common lot or outlot and intended to define the immediate area surrounding the perimeter of an individual townhouse or rowhouse unit or commercial building for ownership purposes. Postage-stamp lots are generally designed to be established no closer than 5-feet from any foundation or building wall, excluding shared walls located along a common lot line. Postage-stamp lots may or may not have public street frontage but shall at a minimum have access to public streets and public utilities via the surrounding outlot.

97. Low-speed vehicle: A four-wheeled motor vehicle that has a gross vehicle weight rating of less than 3,000 pounds and a top speed of 25 miles per hour (mph) that allows them to travel on public roads.

98. Manufactured home: A factory-built, single-family structure not less than 40 feet wide, which is manufactured or constructed under the authority of 42 U.S.C. Sec. 5403, *Federal Manufactured Home Construction and Safety Standards*, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have any permanently attached wheels or axles to its body or frame. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. For the purposes of these regulations, a manufactured home shall be considered the same as any site-built single-family detached dwelling.

99. Manufactured home park: Any site, lot, field or tract of land upon which two or more manufactured homes are placed on developed spaces and operated as a for-profit enterprise with water, sewer or septic, and electrical services available – also referred to as a "manufactured home community." The manufactured home park or manufactured home community shall meet the requirements of any zoning regulations that are in effect.

100. Massage: Any method of treating the external parts of the human body by rubbing, stroking, kneading, tapping or vibrating with the hand, other parts of the body, or any instrument, for any form of consideration of gratuity.

101. Massage therapy establishment: Any establishment having a fixed place of business wherein any of the treatments, techniques, or methods of treatment referred to as "massage therapy"

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are administered, practiced, used, given, advertised or applied by persons licensed by the State of Iowa under the provisions of Chapter 152C of the Code of Iowa, when performing massage services as part of the profession for which licensed.

102. Medical cannabidiol: Means any pharmaceutical grade cannabinoid found in the plant Cannabis sativa L. or Cannabis indica or any other preparation thereof that has a tetrahydrocannabinol level of no more than three percent and that is delivered in a form recommended by the State of Iowa Medical Cannabidiol Board, approved by the State of Iowa Board of Medicine, and adopted by the State of Iowa Department of Public Health.

103. Medical cannabidiol dispensary: Means a business that dispenses medical cannabidiol that is licensed by the State of Iowa and operating in compliance with all State of Iowa laws and regulations required for a medical cannabidiol dispensary.

104. Medical cannabidiol manufacturer: Means a manufacturer of medical cannabidiol that is licensed by the State of Iowa and operating in compliance with all State of Iowa laws and regulations required for a medical cannabidiol manufacturer.

105. Mini-storage or self-storage: A building or group of buildings, containing varying sizes of individualized, compartmentalized, and controlled stalls or lockers for the dead storage of customers' goods or wares, excluding junk, explosive, or flammable materials, and other noxious or dangerous materials. No business activities other than rental of storage units shall be conducted on the premises.

106. Mini-warehouse or self-storage facility: (See "Mini-storage or self-storage.")

107. Mixed-use building: A multi-story commercial building that includes office and/or retail uses on the first floor or lower levels of the building and multiple family dwellings above the first floor or on the upper levels of the building.

108. Mobile home: Factory-built housing without motive power and built on a chassis for conveyance upon highways or public streets, or waterways; so designed and so constructed as to permit occupancy thereof as a place of human habitation for one or more persons. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided, if such mobile home has not been converted to property tax assessable real estate in accordance with Chapter 435.26 of the Code of Iowa. Nothing in the Zoning Regulations shall be construed as permitting a mobile home in other than an approved mobile home park.

109. Mobile home park: Any lot or portion of lot upon which one or more mobile homes, modular homes, or trailers occupied for dwelling or sleeping purposes are located regardless of whether or not a charge is made for such accommodations.

110. Mobile home subdivision: A subdivision created for the purpose of, and restricted to the sale or lease of individual lots for occupancy by independent mobile homes or mobile homes

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converted to real estate and having public streets, utilities and other public facilities installations approved by the City Council in accordance with the subdivision regulations of the City of Indianola, Iowa.

111. Mobile home space: A plot of ground within a mobile home park designated for the accommodation of one mobile home.

112. Multi-family residential: (See "Dwelling, multiple-family.")

113. Nonconforming structure: A structure or building the size, dimensions or location of which was lawful prior to the adoption, revision or amendment to the Zoning Regulations, but which fails by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

114. Nonconforming use: A use or activity which was lawful prior to the adoption, revision or amendment of the Zoning Regulations, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the zoning district.

115. Nursing or convalescent home: A building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent, or physically disabled, or injured persons; not including mentally insane, mental deficiency or deterioration, inebriate, or contagious cases.

116. Office: A room or group of rooms used for conducting the affairs of a business, profession, service, industry, or government.

117. Off-street parking area: Any area containing parking spaces, driveways or access drives devoted to the parking of motor vehicles whether free or for compensation.

118. Open space: An area that is intended to provide light and air, and is designed for either environmental, scenic, or recreational purposes. Open space may include, but is not limited to, lawns, decorative plantings, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and water courses. Open space shall not be deemed to include buildings, driveways, parking lots, display areas for retail sales of merchandise, loading areas, outdoor storage areas, or other surfaces designed or intended for vehicular travel.

119. Park: Any public or private land reserved for active and passive recreation, to include such facilities as playgrounds, swimming pools, tennis courts, trails, shelters, and other similar uses associated with a designed recreation area. The term park is not intended to include private or public amusement parks, permanent carnivals, or similar type activities.

120. Parking space: A permanently surfaced area plus necessary maneuvering space for the parking of a motor vehicle as defined in Chapter 169 of the Zoning Code. Space for maneuvering, incidental to parking or unpacking, shall not encroach upon any public right-of-way.

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121. Paving, HMA: A surface paved with hot mix asphalt (HMA) that is of an appropriate thickness and includes an appropriate pavement base as required by the City design standards or as otherwise is prudent to provide a durable, lasting, and save paved surface for use by automotive vehicles, trucks, delivery vehicle, emergency service vehicles, pedestrians, and bicycles.

122. Paving, PCC: A surface paved with Portland cement concrete (PCC) that is of an appropriate thickness and includes an appropriate pavement base and internal reinforcement as required by the City design standards or as otherwise is prudent to provide a durable, lasting, and save paved surface for use by automotive vehicles, trucks, delivery vehicle, emergency service vehicles, pedestrians, and bicycles.

123. Pawnshop: An establishment wherein the business of a pawnbroker is conducted. A pawnbroker shall be any person who lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness; or, who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price. A pawnshop shall not be deemed a retail sales establishment except for the purposes of determining off-street parking.

124. Pet store or pet shop: A store at which one can purchase supplies for pets.

125. Phase: An area of the Master Plan that is not less than five (5) acres.

126. Place of business: Any vehicle, building, structure, yard, area, lot, premises, or part thereof, or any other place in which or on which one or more persons engage in a gainful occupation.

127. Planned Unit Development (PUD): Any development in which the proposed land uses, transportation elements, building densities, arrangements and types are set out in a unified plan. A PUD may consist of mixed residential, commercial, limited industrial and public land uses.

128. Porch, unenclosed: A roofed projection which has no more than fifty percent (50%) of each outside wall area enclosed by a building or siding material other than meshed screens.

129. Principal building: A building in which the principal use of the lot on which the building is located is conducted.

130. Principal use: The main use of land or structures as distinguished from an accessory use.

131. Print shop: A retail establishment that provides duplicating services using photocopy, blueprint, and offset printing equipment, including collating of booklets and reports.

132. Recreation vehicle (RV): A vehicle which is: (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projection; (iii) designed to be self-propelled or permanently towable by a light duty vehicle; and (iv) designed primarily not for use as a

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permanent dwelling but as temporary living quarters or recreational, camping, travel, or seasonal use.

133. Residential Animal Raising: The keeping of animals on a non-commercial, non-profit basis. Restrictions on this type of use include no more than three (3) large animals per acre (e.g. horses, sheep and cattle, etc.); no more than twenty-five (25) small fowl or animals per acre (e.g. chickens, rabbits, ducks, ferrets, etc.); and no more than ten (10) large fowl per acre (e.g. turkeys, geese, peacocks, etc.).

134. Restaurant: an establishment that prepares and serves food and beverages to persons for immediate consumption. Any establishment with 50% or more of total gross sales in alcoholic beverages shall be defined as and considered a bar and not a restaurant.

A. Dine-in restaurant - A restaurant where the patron consumes foods and beverages while seated at tables or counters located on the premises.

B. Drive-in restaurant - A restaurant that delivers prepared food and/or beverages to patrons in motor vehicles, regardless of whether or not it also serves prepared food and/or beverages to customers who are not in motor vehicles, for consumption on or off the premises. This definition includes coffee shops, ice cream parlors, and any other business that serves food or drinks to patrons in a motor vehicle.

C. Carry-out restaurant - A restaurant which prepares food and/or beverages which are packaged and delivered to the patrons or are picked up at the establishment by the customer; there is no consumption of food or beverages on the premises by patrons.

135. Right-of-way: A strip of land occupied or intended to be occupied by a street, walkway, drainageway, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer, trail, or other public use.

136. Satellite dish antenna: A device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone, horn, or cornucopia. Such device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and satellite microwave antennas.

137. Screening: The method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, berms, or other features. (Also see "buffer.")

138. Short-Term Rental: Any dwelling that is leased or rented for a period of less than 31-days. This definition includes any dwelling leased or rented through an online marketplace such as Airbnb. This definition does not include Bed and Breakfast Inns, Boarding or Rooming Houses, and Extended Stay Hotels or Apartment Hotels.

139. Sign: (See Signage, Chapter 165.10, for sign definitions.)

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140. Single Family Attached Residential (See "Dwelling, row," "Dwelling, single-family, semi-detached," Dwelling, townhouse," and "Dwelling, two-family.")

141. Single Family Detached Residential (See "Dwelling, single-family.")

142. Site improvements: Includes all improvements to a site plan in addition to proposed buildings, and including but not limited to utilities, storm water management, parking, loading areas, landscaping, buffers, and freestanding signs.

143. Site plan: A plan, prepared to scale, showing accurately and with complete dimensions, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land. (For detailed requirements of a site plan see Chapter 166.)

144. Smoking Lounge: An establishment where patrons can purchase and consume tobacco products on site or where customers use an electronic smoking or other apparatus to deliver an inhaled dose of nicotine or other substance within the establishment. These establishments may also be known or referred to as an E-Cigarette, Vape, or Vapor Lounge or Bar.

145. Start of construction: Occurs when footings or structural support columns are installed or constructed. For a "factory-built home," actual start will occur when it is placed on a site or foundation is constructed.

146. Story: That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement is more than five (5) feet above grade, such basement shall be considered a story.

147. Street line: The right-of-way line of a street.

148. Street, public: Any thoroughfare or public way not less than twenty-six (26) feet in width, which has been dedicated to the public or deeded to the City for street purposes; and also any such public way as may be created after enactment of the Zoning Regulations, provided it is fifty (50) feet or more in width.

149. Structural alterations: Any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

150. Structure: Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, antenna, mobile homes, billboards, poster panels, factories, sheds, cabins, factory-built homes, satellite dish antenna, storage tanks, towers, and other similar uses.

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151. Subdivision: A division of a lot, tract, or parcel of land into two (2) or more lots, building plots or sites, or other subdivisions of land for the purpose, whether immediate or future, of sale, transfer for building development, right-of-way dedication, or other use; provided, however, this definition of a subdivision does not include divisions of land into forty (40) acres or more in size parcels of land for agricultural purposes.

152. Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

153. Substantial improvement: Any reconstruction, rehabilitation, additions, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include either: (i) any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or (ii) any alteration that will not preclude the structure's continued designation as a "historic structure."

154. Supervised group residence: A residential facility, occupied by three or more persons under the supervision of one or more persons who are unrelated to the persons being supervised by blood, marriage or adoption, wherein the individuals supervised have mental, social or substance-abuse problems which hinder their functioning in society and require the protection and supervision of a group environment to facilitate their becoming functional members of society; provided, family homes, elder group homes, hospitals, and nursing or convalescent homes are not included within this definition.

155. Tavern: (See "Bar.")

156. Tattoo Studio: Any establishment in which tattooing is carried out professionally and may or may not include ear and body piercing. (See "Body Piercing Studio.")

157. Tiny Home: A single-family detached residential dwelling that is not less than the minimum sq. ft. in total livable floor area as required by the City's adopted building code regulations. The dwellings are either constructed on site (site-built) or modular (factory-built) and set on a permanent masonry foundation. This definition does not include manufactured homes.

158. Tobacco Store: A retail shop or establishment primarily engaged in the sale of tobacco and tobacco related products, including nicotine products and supplies such as electronic cigarettes and other devices capable of providing an inhalable dose of nicotine, for off premise consumption and where 50% or more of total gross sales are derived from the sale of tobacco and nicotine products or a combination of tobacco products and alcohol. These establishments may also be known or referred to as an E-Cigarette, E-Hookah, Vape or Vapor Store or Shop.

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159. Townhouse: A dwelling unit which is attached horizontally and not vertically to one or more other dwelling units, wherein the land or lot beneath each dwelling is individually owned by the owner of the dwelling. A townhouse subdivision shall have common elements which are specified in or determined under the rules and regulations set forth by recorded covenants. Covenants for a townhouse subdivision shall establish the guidelines for maintenance of common elements and permit free movement through common areas by members of the homeowner's association (council of co-owners) to assure access to the structural exterior of each townhouse unit by the individual unit owner.

160. Trail: A walkway or bikeway designated with a surfaced pathway for travel by means other than by motorized vehicles.

161. Trailer park: (See "Mobile home park.")

162. Truck stop: A service station which is designed principally for the servicing and temporary parking of trucks.

163. Variance: A modification of the specific regulations of the Zoning Regulations granted by resolution of the Board of Adjustment in accordance with the terms of the Zoning Regulations for the purpose of assuring that no property, because of special circumstances and hardships applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zoning district.

164. Variety store: Any store, whether independently operated or part of a larger entity, which markets consumer goods to the general public and occupies a space less than 10,000 square feet.

165. Video store: Any establishment whose primary business is the rental or sale of commercial films or videos.

166. Warehouse: A building used primarily for the storage of goods and materials.

167. Yard: An open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from thirty (30) inches above the general ground level of the graded lot upward; provided however, fences, walls, signs, poles, posts, and other customary yard accessories, ornaments, and furniture more than thirty (30) inches in height may be permitted in any yard subject to requirements limiting obstruction of visibility and other provisions of the Zoning Regulations.

    A. Yard, front - A yard extending across the full width of the lot and measured between the front lot line and the building or any projection thereof.

    B. Yard, rear - A yard extending across the full width of the lot and measured between the rear lot line and the building.

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C. Yard, side - A yard extending from the front yard to the rear yard and measured between the side lot lines and the building line. For corner lots, the side yard shall be considered as parallel to the street upon with the lot has it greatest dimension.

168. Zero lot line: The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

169. Zoning Administrator: (See Chapter 166 for definition.)

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.04 GENERAL PROVISIONS

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1. GENERAL PROVISIONS

A. Interpretation of District Boundaries. Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

(1) Boundaries indicated as approximately following the centerline of streets, highways, or alleys shall be construed to follow such centerlines.

(2) Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.

(3) Boundaries indicated as approximately following township lines or section lines shall be construed as following township lines or section lines.

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(4) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks.

(5) Boundaries indicated as following shorelines shall be construed to follow such shorelines and in the event of change in the shoreline, shall be construed as moving with the actual shoreline; boundaries indicated as approximately following the centerlines of streams or other bodies of water shall be construed to follow such centerlines.

(6) Boundaries indicated as parallel to or extensions of features indicated in Subsections (1) through (5) above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the map.

(7) Where physical or cultural features existing on the ground are at variance with those shown on the official zoning map, or in other circumstances not covered by Subsections 1 through 6 above, the Zoning Administrator shall interpret the district boundaries.

B. Zoning Districts Dividing Property. Where one lot or parcel is divided into two (2) or more portions by reason of different zoning district classifications, each of these portions shall be used independently of the other in its respective zoning classification and for the purpose of applying the regulations of the Zoning Ordinance, each portion shall be considered as if in separate and different ownership.

C. Future Annexation of Territory. All territory which may hereafter be annexed to the City shall be considered as lying in the A-1 Zoning District until such classification shall have been changed by amendment in accordance with the provisions of the Zoning Regulations.

D. Street Frontage Required. Except as may permitted elsewhere within the Zoning Regulations and Subdivision Regulations, no lot shall contain any building used in whole or in part for residential purposes unless such lot abuts at least twenty (20) feet on at least one public street, or unless it has an exclusive unobstructed private street easement of access or right-of-way of at least twenty (20) feet wide to a public street; and there shall be not more than one single-family dwelling for such frontage or easement, except that a common easement of access at least fifty (50) feet wide shall be provided for two (2) or more such single-family dwellings, or for one or more two-family or multi-family dwellings.

E. Visibility at Intersection. On a corner lot in any district, except the Downtown Mixed Use Zoning District (C-3), no fence, wall, hedge, or other planting or structure that will obstruct vision between a height of two (2) feet and ten (10) feet above the centerline grades of the intersecting streets shall be erected, placed or maintained within the triangular area formed by connecting the right-of-way lines at points which are twenty-five (25) feet distant from the intersection of the right-of-way lines, and measured along the right-of-way lines. For purposes of this section, a split rail fence, chain link fence, or any other fence which consists of vision blocking material over twenty-five percent (25%) or less of its total surface area is not considered as obstructing vision.

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F. Lot and Yard Regulations

(1) Corner Lots. For corner lots, the front yard regulation shall apply to each street side of the corner lot. The Zoning Administrator shall designate the rear yard of a lot which shall generally be that portion of yard opposite the narrow street side.

(2) Through Lots. The Zoning Administrator shall designate the front yard of a through lot (also known as a double frontage lot) which shall generally be the yard adjacent to the local street or lower street hierarchy classification designation. The front yard regulations shall apply to each street side of a through lot.

(3) Postage-Stamp Lot. Structures built within a postage-stamp lot shall be setback no less five (5) feet from all lot lines, excluding shared walls located along a common lot line, and shall otherwise meet all other building setback requirements for the zoning district in which it is located. Postage-stamp lots may or may not have public street frontage but shall at a minimum have access to public streets and public utilities via an adjoining outlot or association held parcel.

(4) Front Yard. In all residential districts, there shall be a minimum front yard required as stated in the yard requirement of that particular district.

(5) Required Yard Cannot Be Reduced. No yard or lot existing at the time of passage of the Zoning Ordinance shall be reduced in dimension or area below the minimum required by the Zoning Ordinance. No part of a yard, open space, off-street parking or loading space provided about any building or structure shall be included as part of a yard, open space, off-street parking or loading space required for another building, structure, or use.

(6) Projecting Overhang or Structure. The ordinary horizontal projection from buildings including eaves, sills, fascia, parapets, cornices, bay windows, or other similar architectural features, except for gutters and downspouts, may not project or extend more than three (3) feet into a required yard, provided no part of a building is closer than 5 ft to a lot line.

(7) Yard Encroachments.

a. Carports, cantilevered projections, chimneys, accessory buildings, and structures may not project into any required yard.

b. Air conditioning units, heat pumps, or other such similar devices may encroach into the required side yard.

c. Steps providing access to the ground level of a dwelling may encroach no more than three (3) feet into any required side yard.

d. Front stoops, stairs, open decks and unenclosed porches may encroach up to 6 ft into the required front yard setback.

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e. Stoops, stairs, and open decks, not enclosed or covered by a roof, may encroach up to 20 ft into the required rear setback.

f. Uncovered patios, brick or stone pavers, concrete slab structures, or other paved surfaces constructed on the ground, or less than 12 inches above the average grade of the ground, shall be allowed to be constructed within the required front, side, or rear yards, except that no such patio or paved area shall encroach closer than two (2) feet of the property line nor extend more than ten feet (10') beyond either side of a driveway.

G. Height Regulation Exception. The height limitations contained in the schedules of district regulations do not apply to spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, or other structures placed above the roof level and not intended for human occupancy.

H. Use of Public Right-of-Way. No portion of the public road, street or alley right-of-way shall be used or occupied by an abutting use of land or structure for storage or display purposes or to provide any parking or loading space required by this chapter, or for any other purpose that would obstruct the use or maintenance of the public right-of-way. Provided, however, tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Downtown Mixed-Use Zoning District) subject to the following:

(1) Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) feet in width.

(2) Allowed during business hours only, unless specifically authorized by the City of Indianola as part of an approved sidewalk agreement.

(3) Provide proof of public liability insurance for such sign in the amount of $100,000.00.

2. ACCESSORY BUILDINGS AND STRUCTURES

A. Intent. Principal uses specified as permitted uses or special uses for a district shall be deemed to include accessory buildings and uses that are necessary and customarily associated with and are appropriate, incidental, and subordinate to such principal or special exception uses. These accessory buildings and structures include: free standing garages for automobiles, trash enclosures, sheds, play structures, gazebos, free-standing patios, pergolas, trellises, underground shelters, and above-ground and in-ground pools and hot-tubs. It is the intent of these standards herein this section to establish the basic regulations for accessory buildings and structures.

B. General Provisions. No accessory structure shall be constructed upon a lot until the construction of the main or principal building has been commenced, and no accessory structure shall be used if the main or principal building has been unused for a period of six (6) months or longer. Accessory buildings shall not be used for dwelling purposes, except for approved accessory dwellings as defined in this chapter.

C. Applicability. The following regulations shall apply to all accessory buildings and structures for agricultural uses, single-family dwellings, two-family dwellings, townhouse or row dwellings, and manufactured home parks. Accessory buildings and structures for all other uses shall comply with the regulations and standards as established for principal structures.

D. Location and Setbacks. The following location and setback requirements shall apply to all accessory buildings and structures:

(1) Accessory buildings and structures shall only be erected to the rear of any principal building. No accessory structure shall be located between any principal building and any street. A detached, private garage may be constructed along the side of a principal building provided that said garage is no closer than ten (10) feet from the principal building and does not extend past the front face of the principal building.

(2) Accessory buildings and structures shall not be erected within any required buffer or easement.

(3) When located upon a corner lot, the front yard regulation shall apply to each street frontage and no accessory building or structure shall be located within either of these front yards.

(4) When located on a double frontage or through lot, the Zoning Administrator shall determine which street frontage serves as the rear yard, which shall generally be the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided.

(5) No accessory building or structure shall be located closer than ten (10) feet from the street right-of-way line of the street located along the designated rear yard as determined by the Zoning Administrator, except that when any vehicle entrance to an accessory building faces the street, said accessory building shall be setback at least twenty (20) feet from the alley line.

(6) Accessory buildings and structures shall maintain a minimum distance of five (5) feet from any lot lines, alley lines and any adjoining lots, except that when any vehicle entrance to an accessory building faces the alley, said accessory building shall be setback at least twenty (20) feet from the alley line.

(7) Accessory buildings and structures shall maintain a minimum distance of ten (10) feet from any principal structure. Otherwise, said accessory building or structure must meet the setback standards required of the principal structure.

(8) All setbacks and building separations shall be measured from the closest building wall face. Horizontal projection including roof-overhangs may not extend into any required setback.

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E. Area and Height Limit.

(1) Accessory buildings and structures shall be limited to a maximum of two (2) total buildings, including a garage, of which all total accessory buildings shall not occupy more than ten (10) percent of the total lot area nor exceed a total square footage of 1,800 square feet. However, this regulation shall not prohibit the construction of at least one garage not to exceed six hundred (600) square feet gross building area and at least one accessory storage building not to exceed one hundred twenty (120) square feet gross building area.

(2) Accessory buildings and structures shall not be taller nor encompass more floor area than the principal structure that is located on the same and shall in no case more than one and one-half (1.5) stories in height and shall not exceed a height of 24-feet.

F. Building Design. Accessory buildings shall match the architectural style and design of the principal structure. The exterior building materials (siding and roofing materials) shall also be similar and of identical quality as that found on the principal structure.

G. Exempt Structures. Accessory structures of eighty (80) square feet or less, no taller than twelve (12) feet, and of a movable design, plus ground mounted play structures no taller than ten (10) feet with a footprint of no more than 400 square feet, shall be exempt from permit requirements. These structures must conform to all setback requirements. The square footage of these structures shall be included in the maximum cumulative area requirements of this Chapter.

3. ANTENNAS, SATELLITE DISH ANTENNAS, AND TOWERS (NOT INCLUDING WIRELESS TELECOMMUNICATIONS FACILITIES).

The following standards shall apply to all antennas, satellite dish antennas, and towers that are not part of a wireless telecommunications facility:

A. Freestanding antennas, satellite dish antennas, and towers uses shall comply with the height restrictions and setback requirements for accessory buildings and structures.

B. Antennas, satellite dish antennas, and towers attached to a principal building or structure shall comply with the height restrictions and setback required of that principal building or structure for the zoning district in which it is located.

C. No satellite dish antenna, radio or TV antenna, or related tower use shall be permitted within any front or side yard or attached to the front wall or face of any building or structure, unless the property owner can adequately demonstrate to the satisfaction of the Zoning Administrator that it is not physically possible to locate the antenna or satellite dish antenna within the confines of the rear yard and obtain a signal.

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D. No satellite dish antenna with a dish diameter greater than three (3) feet or height greater than fifteen (15) feet shall be permitted in any residential zoning district. Satellite dish antennas shall be located and screened as practical from view of all adjoining residential uses and public streets.

4. FENCES AND WALLS

A. Residential Districts.

(1) In all residential zoning district, fences and walls not exceeding six (6) feet in height are permitted within the limits of side and rear yards. Fences and walls are permitted in the front yard with a maximum height of forty-eight (48) inches. All fences and retaining walls within a front yard shall be a minimum of two (2) feet from any property line abutting frontage to a public street and shall be subject to the restrictions and standards herein this section. All fences located between the front property line and the front yard building setback, shall be designed with a minimum open space of forty percent (40%). Retaining walls shall be the only type of wall allowed within a residential front yard.

(2) Any yard abutting a public street shall be considered a front yard. Residential corner lots contain two (2) front yards, and any fence extending into either front yard shall be a maximum of forty-eight (48) inches in height and shall be subject to all other requirements for front yard fences.

(3) On through lots or double frontage lots, a privacy type fence not exceeding six (6) feet in height may be place within the designated rear yard, as determined by the Zoning Administrator, provided it is a minimum of ten (10) feet from the street right-of-way line.

(4) Fences and walls shall be built wholly on the owner's property.

B. Industrial and Commercial Districts.

(1) In industrial zoning districts, fences and walls not exceeding eight (8) feet in height are permitted within the limits of the side and rear yard.

(2) Fences within a commercial district, within the front yard of an industrial district, or exceeding eight (8) feet in height in industrial districts, may be permitted by special exception of the Board of Adjustment or by City Council approval as part of a site plan application.

(3) As part of a sidewalk use agreement or any other outdoor seating area, fences not exceeding four (4) feet in height are permitted, and shall be constructed of wrought iron, aluminum, wood, polyvinyl chloride (PVC).

(4) Fences and walls shall be built wholly on the owner's property.

C. Decorative Features. In all districts, decorative features such as individual posts, brick or stone columns, and similar features constructed as part of a fence or wall shall be allowed to

exceed the maximum fence height by no more than twelve (12) inches.

D. Swimming Pool Enclosures. Barriers constructed for the purpose of enclosing a swimming pool, shall also be subject to the requirements of this chapter.

E. Fence Frames. The frame of a fence, including posts, rails, and supports shall be placed on the inside of the fence and facing towards the property on which the fence is erected.

F. Retaining Walls.

(1) Retaining walls shall be set back from the property line one foot (1') for every one foot (1') of height.

(2) Retaining walls which are six (6) or more feet in height shall be structurally engineered. No single wall face shall be greater than six feet (6') in height without terraces to break up the wall expanse. A minimum one foot (1') of terrace shall be used for each two feet (2') of wall height. Each terrace shall contain vegetation. The design specifications, elevations and site plan showing the exact location of the wall shall be provided along with the required building permit application to the Zoning Administrator.

G. Materials and Maintenance.

(1) Allowed Materials.

a. Fences are to be constructed of customarily used materials such as chain-link, wrought iron, aluminum, wood, polyvinyl chloride (PVC), and other similar materials, unless specified otherwise herein. Wood fences should be constructed of treated lumber, cedar, redwood, or similar types of wood that are resistant to decay.

b. The use of materials such as corrugated or sheet metal, chicken wire, woven wire, temporary construction fencing, snow fencing, or similar materials shall not be permitted for permanent fencing. A fence shall not be constructed or covered with: paper sheets or strips; cloth or fabric tarps, sheets, or strips; plastic or vinyl tarps, sheets, mesh, or strips; metal siding or panels not originally designed or intended as fencing material; bamboo; reed; or plywood sheeting. Chain-link or woven wire type fences shall not include plastic or wood slats or strips, bamboo, or reed. All fences must be of an earth tone, neutral, or natural color such as white, black, gray (silver), tan, brown, green. Bright or fluorescent colors are not permitted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on fences.

c. An exception may be approved by the Zoning Administrator for sun and/or wind screen material applied to fences directly associated with a sports or recreation facility such as tennis court fences, baseball field fences, or basketball courts, subject to the provisions of this chapter. An exception also may be approved by the Zoning Administrator for mesh screen material associated with a commercial or industrial site.

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d. Walls and Retaining Walls. Walls and retaining walls are to be constructed of brick, stone, textured concrete, precast concrete, tile block, etc., and shall not be painted. Pictures, images, lettering, logos, graphics, or artwork are not permitted on walls unless part of an approved and permitted sign in accordance with the City's Sign Regulations.

(2) Prohibited Materials. A fence or wall may not be designed to cause pain or injury to humans or animals. Therefore, the use of spikes, broken glass, barbed wire, razor wire, nails, electrical charge or other similar materials shall be prohibited.

(3) Construction and Maintenance. All fences shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, painting, and other acts required for maintenance. The Zoning Administrator after ten (10) days' notice to the owner of the fence, may order the removal of any fence that is not maintained in accordance with the provisions of this Code, and the cost assessed against the property where said fence is located. An extension of time may be granted, upon filing a verified statement that the delay is not a result of any act of the owner.

H. Measuring Fence or Wall Height. The height of a fence or wall shall be determined by a measurement from the ground beneath the fence or wall as follows:

(1) In a yard abutting a street, the total effective fence or wall height above the finished grade shall be measured on the side nearest the street. Notwithstanding, if a property or premises is lower than an adjacent street, then the height of the fence or wall shall be determined by a measurement from the street grade at a ninety degree (90°) angle from the fence or wall; provided the total vertical measurement from the ground beneath the fence or wall to the top of the fence or wall shall not exceed eight feet (8').

(2) In any other required yard, the total effective fence or wall height above the finished grade shall be measured on the side nearest the adjacent property.

(3) On a property line, the fence or wall height shall be measured from the finished grade of the side of the adjacent property.

(4) Swales and other earth depressions up to six feet (6') wide shall not be used when measuring the fence or wall height.

(5) Manmade earth berms, terraces, and retaining walls that elevate the fence or wall shall be considered a part of the fence or wall, except in the case of a fence or wall constructed within an industrial zoning district or as otherwise may be required by the City for the purposes of screening.

I. Overland Flowage Easements.

(1) Fences may encroach into an overland flowage easement providing measures are taken

to make certain that the fence does not cause siltation buildup or restrict the water flow.

(2) Permitted fence material includes chain-link, wrought iron fencing, picket style fencing that is at least thirty percent (30%) open, or other fencing styles that are at least thirty percent (30%) open.

(3) All fencing shall be elevated a minimum of three (3) inches through the swale part of the easement to allow water flowage.

J. Exceptions to Fence Requirements.

(1) **Agricultural Purposes.**

a. In agriculture districts, barbed wire and woven wire fencing may be allowed, subject to a minimum setback of ten (10) feet, provided it is used to contain livestock or to protect crops and plantings.

b. In agriculture districts, an electrified fence may be allowed subject to a minimum setback of ten (10) feet for the purpose of containing livestock.

(2) **Industrial Districts.** In industrial districts, fences topped with barbed wire may be allowed by special exception of the Board of Adjustment, provided the barbed wire is not less than six (6) feet above the ground.

(3) **Recreational Purposes.** Fences associated with the uses of a sports or recreational facility or other similar area, shall not be subject to the height restrictions specified elsewhere in this section, provided that such fence is constructed to maintain a consistency of at least seventy five percent (75%) open space for the full length of the fence and does not impede the required vision clearance. Any such fence is subject to design review and approval of the Zoning Administrator.

(4) **Governmental Properties.** Fences associated with governmental (federal, state, county, city) facilities and properties.

(5) **Temporary Fences.** Temporary or seasonal fences, e.g., snow fence, garden fence, are exempt from permitting requirements providing they are not more than four (4) feet in height. Snow fence shall be allowed to be placed from the first day of November through the first day of April of the following year. Snow fence shall not be allowed at any other time of the year, unless it is being placed as safety or construction fencing in accordance with the temporary construction fence requirements of this Chapter.

(6) **Temporary Construction Fence.** Temporary construction fences, barricades, railings, or other similar fences installed to provide temporary site security and/or safety in conjunction with construction work may be allowed in any district during periods of construction. Any such temporary fences shall be removed upon completion of the construction work.

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(7) **Existing Fence.** Repair of existing, legal but nonconforming fences shall not be subject to the setback or height regulations, if the repair or replacement coincides with the location and height of the existing fence. Complete replacement of an existing fence requires compliance with the terms of this Chapter. Complete replacement shall be defined as the removal or replacement of forty (40) percent or more of the existing fence.

5. NONCONFORMITIES

A. Nonconforming Uses. Within the districts established by this chapter or amendments that may later be adopted, there exist lots, structures and uses of land and structures which were lawful before the Zoning Ordinance was passed or amended, but which would be prohibited, regulated or restricted under the terms of this chapter or future amendment. It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. Such uses are declared by this chapter to be incompatible with permitted uses in the districts involved. It is further the intent of this chapter that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for adding other structures or uses prohibited elsewhere in the same district. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land shall not be extended or enlarged by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be prohibited generally in the district involved. To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this chapter and upon which actual building construction has been diligently carried on. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner, except that where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or removal shall be deemed to be actual construction, provided that work shall be diligently carried on until completion of the building involved.

B. Nonconforming Lots of Record. In any district in which single-family dwellings are permitted the single-family dwelling and customary accessory buildings may be erected as a variance on a single lot of record at the effective date of adoption or amendment of this chapter, notwithstanding that such fails to meet the requirements for area or width or both that are generally applicable in the district where it is located. Yard dimensions and other requirements not involving area or width shall conform to the regulations for the district in which the lot is located. Such variance of area or width shall be permitted only after approval by the Board of Adjustment.

C. Nonconforming Uses of Land. Where, at the effective date of adoption or amendment of this chapter, lawful use of land exists that is made no longer permissible under the terms of this chapter as enacted or amended, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:

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(1) No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this chapter.

(2) No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this chapter.

(3) If any such nonconforming use of land ceases for any reason for a period of more than six months, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located.

D. Nonconforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this chapter that could not be built under the terms of this chapter by reason of restrictions on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No such structure may be enlarged or altered in a way which increases its nonconformity.

(2) Should such structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

E. Nonconforming Uses of Structures. If a lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this chapter, that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

(2) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this chapter, but no such use shall be extended to occupy any land outside such building.

(3) If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use provided that the Board of Adjustment, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the Board of Adjustment may require appropriate conditions and safeguards in accordance with the provisions of this chapter.

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(4) Any structure or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located and the nonconforming use may not thereafter be resumed.

(5) When a nonconforming use of a structure, or structure and premises in combination is discontinued or abandoned for six consecutive months or for 18 months during any three-year period, the structure, thereafter, shall not be used except in conformance with the regulations of the district in which it is located.

(6) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land.

F. Repairs and Maintenance. On any building devoted in whole or in part to any nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 10 percent of the current replacement value of the building provided that the cubic content of the building as it existed at the time of passage or amendment of this chapter shall not be increased. Nothing in this chapter shall be deemed to prevent the strengthening of or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.05 ZONING DISTRICT REGULATIONS

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1. REGULATIONS BY ZONING DISTRICT

A. Agricultural / Open Space Zoning District (A-1)

(1) Statement of Intent: The A-1 zoning district is intended to provide for the continued use of agricultural land uses in those portions of the City where they are appropriate and allow limited creation of new residential uses that are consistent with these agricultural uses.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

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(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards:

a. Every single-family residential and other residential and non-residential structures, except for ag-related structures, constructed after the date of this ordinance shall comply with the design standards contained within Chapter 165.09.)

(8) Signage: (See Chapter 165.10.)

B. Single-Family Residential Detached Zoning District (R-1)

(1) Statement of Intent: The R-1 zoning district is intended accommodate single-family residential dwellings on building lots of various sizes and certain non-residential uses common within single-family residential areas.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards:

a. Every single-family dwelling, townhouse dwelling or row dwelling, and other residential and non-residential structures constructed after the date of this ordinance shall comply with the design standards contained within Chapter 165.09.)

(8) Signage: (See Chapter 165.10.)

C. Single-Family Residential Attached Zoning District (R-2)

(1) Statement of Intent: The R-2 zoning district is intended accommodate single-family attached residential dwellings including duplex and two-family dwellings, townhomes, and rowhouses and certain non-residential uses common within single-family residential areas.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

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(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards:

a. Every single-family dwelling, two-family dwelling, townhouse dwelling or row dwelling, and other residential and non-residential structures constructed after the date of this ordinance shall comply with the design standards contained within Chapter 165.09.)

(8) Signage: (See Chapter 165.10.)

D. Multi-Family Residential Zoning District (R-3)

(1) Statement of Intent: The R-3 zoning district is intended accommodate single-family attached residential dwellings and multi-family dwellings including rowhouses, townhomes, and apartments and certain non-residential uses common within multi-family residential areas.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards:

a. Every single-family dwelling (semi-detached and two-family), townhouse dwelling, row dwelling, multi-family dwelling (apartment), and other residential and non-residential structures constructed after the date of this ordinance shall comply with the design standards contained within Chapter 165.09.)

(8) Signage: (See Chapter 165.10.)

E. Manufactured Home Park Zoning District (R-4)

(1) Statement of Intent: The R-4 zoning district is intended accommodate the development of manufactured and mobile home parks (herein after referred to as manufactured home

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parks). For the purposes of this section, the term manufactured home shall also refer to mobile home.

(2) Bulk Regulations:

a. The minimum proposed area for a manufactured home park shall have at least 10 acres of gross development area. The maximum density allowed for the gross development area shall be seven manufactured homes units per acre.

b. All manufactured home parks perimeter yard requirements shall not be less than 30 feet. No structures shall be permitted within this yard.

c. No part of any manufactured home or other structure shall be closer to any public street upon which the park adjoins than 50 feet; however, interior park drives may be located within the setback area.

d. The minimum width for manufactured home platted lot or manufactured home space as designated on a site plan shall be 40 feet.

e. Front Yard Setback: Minimum 15 feet, measured from the edge of the surfaces private drive to the closest point of the lower face of the manufactured home.

f. Side Yard Setback: Minimum 20-foot separation at the nearest point between any manufactured home.

g. Rear Yard Setback: Minimum 20-foot separation at the nearest point between any manufactured home.

h. Maximum Height for All Structures: 20 feet.

i. Detached Accessory Structures to the Manufacture Home (Including Garages and Sheds): Shall not be located within the front yard setback and shall maintain a minimum 10 feet separation at the nearest point between any manufactured home and any other structure. Sheds 64 square feet in size and less do not need to comply with this minimum separation requirement.

j. Uncovered and open decks, patios, and stairs may encroach the front, side, and rear yard setback areas.

k. Structures Ancillary to the Manufactured Home Park (Including Storm Shelters, Equipment Buildings, Pool Houses, and Community Buildings)

i. Setbacks: No ancillary structure shall be located closer than 50 feet from the perimeter of the manufactured home park.

ii. No ancillary structure shall be located closer than 20 feet to another structure.

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iii. Maximum Building Height: 35 feet.

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Fences and Walls: (See Chapter 165.04.)

(5) Site Plan Required: Each petition for a change to the R-4 zoning classification submitted to the City shall be accompanied by a manufactured home park site plan. Said site plan shall show each manufactured home space, or platted lot, the water, electrical and sewer lines serving each manufactured home space, the location of water hydrants, community shelter building or buildings, driveways, walkways, recreation areas, required yards, parking facilities, lighting, and landscaping. The plan shall be considered by the Planning and Zoning Commission and the City Council, who may approve or disapprove said plan or require such changes thereto, as are deemed necessary to effectuate the intent and purpose of the Zoning Ordinance and the General Provisions contained hereinbelow. All changes to the R-4 classification shall be made in accordance with the provisions of Chapter 165 of this Zoning Ordinance.

(6) General Provisions**:** The manufactured home park shall conform to the following requirements.

a. Drainage. The park shall be located in a well-drained site, properly graded to insure rapid drainage and freedom from stagnant pools of water.

b. Signs. One permanent identification sign shall be required at any main entrance to a manufactured home park.

c. Streets. The entrance road connecting the park driveways with a public street shall have a minimum road pavement width of thirty-one (31) feet, measured back to back of curbs. All interior driveways shall be not less than twenty-five (25) feet in width, measured back to back of curbs. All streets and driveways, including driveways to and within individual manufactured home spaces, shall be constructed with either hot mix asphaltic concrete or Portland cement concrete with an approved curb to provide for drainage. Gravel or unpaved streets, driveways, and parking areas shall not be permitted.

d. Skirting. Skirtings of a permanent type material and construction shall be installed within thirty (30) days from the date the manufactured home is set and leveled. The skirting shall enclose the open space between the bottom of a manufactured home floor and the grade level of the manufactured home lot. This skirting shall be maintained in an attractive manner consistent with the exterior of the manufactured home and to preserve the appearance of the manufactured home park.

e. Parking Spaces Required for Each Manufactured Home. Each manufactured home shall be provided a minimum of 2 paved parking spaces.

f. Walkways. Walkways not less than six (6) feet wide shall be provided from the

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manufactured home spaces and community buildings to the roadways and public streets. The walkways shall be all-weather surfaced of concrete, well-marked in the daytime and lighted at night.

g. Electrical Service. Electrical service shall be provided for each manufactured home space.

h. City Services. Each manufactured home space shall be connected to City services and watermains, fire hydrants, and sanitary sewer lines shall be installed in accordance to City regulation.

i. Refuse Disposal. The owner of the park shall be responsible for the provision of adequate refuse collection containers and regular refuse disposal. Disposal shall occur no less than once per week.

j. Identifying Number. Each manufactured home space shall be provided with a uniform identifying number of at least three-inch numbers readily visible from the drive immediately in front of said space and uniformly placed at the front of the space.

k. Community Building: For the purposes of this section, a "Community Building" means a building serving as the shelter facility for the manufactured home park residents in the event of inclement weather. Each manufactured home park shall provide a community building as defined herein. The community building shall be:

   i. Well lighted at all times of the day or night.

   ii. Well ventilated with screened openings.

   iii. Constructed of such moisture-proof material as shall permit repeated cleaning and washing.

   iv. Maintained at a temperature of at least sixty-eight (68) degrees Fahrenheit year-round.

   v. Constructed in compliance with all applicable codes to house residents in the event of threatening weather conditions and sized to adequately accommodate all residents of the manufactured home park with a minimum of thirty (30) square feet of floor area provided for each manufactured home planned.

   vi. The floors of the community building shall be of water impervious material and shall slope to a floor drain connected with the sewage system.

   vii. The community building and the grounds of the manufactured home park shall be maintained in a clean, sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a menace.

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(7) Subdivision Requirements: Every manufactured home park authorized under the provisions of this chapter shall fully comply with the subdivision requirements of the City, and all improvements shall be completed as required under said subdivision regulations.

(8) Building Design Standards:

a. Every non-residential structured constructed after the date of this ordinance shall comply with the design standards contained within Chapter 165.09.)

(9) Signage: (See Chapter 165.10.)

F. Neighborhood Commercial Zoning District (C-1)

(1) Statement of Intent: The C-1 zoning district is intended for smaller, neighborhood scale retail and office uses located close to residential areas and are intended to serve the daily retail needs for the residents.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards: (See Chapter 165.10.)

(8) Signage: (See Chapter 165.10.)

G. Highway Commercial Zoning District (C-2)

(1) Statement of Intent: The C-2 zoning district is intended to be located along major highways with more auto-oriented uses with the intent of providing commercial products and services to the local, regional, and general motoring public.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

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(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards: (See Chapter 165.10.)

(8) Signage: (See Chapter 165.10.)

H. Downtown Mixed-Use Zoning District (C-3)

(1) Statement of Intent: The C-3 zoning district is intended to preserve and promote the Downtown area with pedestrian oriented, walkable environment with retail, office and upper-story residential uses.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.) In order to promote the economic vitality and attractiveness of all properties located within the C-3 zoning district, the ground floor of any building shall not be used for storage nor remain vacant for an extended period of time due to the neglect of the property owner or building tenant to actively maintain and market the property for use.

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards: (See Chapter 165.10.)

(8) Signage: (See Chapter 165.10.)

I. Limited Industrial Zoning District (M-1)

(1) Statement of Intent: The M-1 zoning district is intended for a mixed of certain retail service, office, light manufacturing, and warehouse and distribution uses with limited outdoor storage.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

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(7) Building Design Standards: (See Chapter 165.10.)

(8) Signage: (See Chapter 165.10.)

(9) Outdoor Storage: Licensed and operable trailers, trucks, power equipment, and shipping containers plus limited storage of other equipment and bulk materials is permitted subject to the requirements contained herein this Chapter. No junk, garbage, or debris shall be stored outside.

J. General Industrial Zoning District (M-2)

(1) Statement of Intent: The M-2 zoning district is intended for industrial, manufacturing, and warehouse and distribution uses with or without outdoor storage.

(2) Bulk Regulations: (See Residential Zoning Districts Building Bulk and Density Regulations Table.)

(3) Permitted Uses: (See Permitted and Special Uses Table.)

(4) Accessory Structures and Buildings and Fences and Walls: (See Chapter 165.04.)

(5) Off-Street Parking Regulations: (See Chapter 165.07.)

(6) Open Space, Landscaping and Buffering Regulations: (See Chapter 165.08.)

(7) Building Design Standards: (See Chapter 165.10.)

(8) Signage: (See Chapter 165.10.)

(9) Outdoor Storage: Outdoor storage is permitted subject to the requirements contained herein this Chapter. No junk, garbage, or debris shall be stored outside.

K. Planned Unit Development (PUD)

(1) Intent: The PUD District is intended to provide for the development or redevelopment of land under the control and in accordance with an approved Master Plan. The development guidelines and standards in which land uses, transportation facilities, building densities, arrangements, and types are set out in a unified Master Plan in order to provide greater flexibility of land use, development densities, and building locations than other zoning districts may allow.

The PUD District is intended to maximize benefits from the use of open spaces, preserve natural areas and existing tree cover, protect steep slopes, maximize aesthetics, encourage certain architectural standards for buildings, and permit mixed uses and diversity of bulk regulations without endangering the general health, safety, welfare, and land value of surrounding and internal properties. A PUD may consist of a single use or a

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mix of residential, commercial, and limited industrial uses, provided such PUD is compatible with the Future Land Use Map and Comprehensive Plan of the City. It is not the intent of the PUD district to be utilized to reduce or provide relief from an existing zoning regulation or requirement.

(2) Procedures:

a. Application: The owner or owners of a parcel of land within the zoning jurisdiction of the City may submit to the Zoning Administrator an application accompanied by a PUD Master Plan requesting a rezoning to the PUD Zoning District. The application form, Master Plan (including number of copies), proposed development rules and regulations, design guidelines, and other submittal details and requirements shall be as determined by the Zoning Administrator as necessary to review the request. The required application fee shall be as determined by resolution of the City Council.

b. Review Process: The PUD Application shall be reviewed by the Zoning Administrator for completeness. Applications deemed incomplete shall be returned to the applicant with a list of the missing or incomplete items. Applications deemed complete shall be distributed by the Zoning Administrator to other City departments and agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent City codes, regulations, standards, and policies.

c. Subsequent to review by the Zoning Administrator and other City departments and agencies, the Zoning Administrator shall submit to all members of the Planning and Zoning Commission a copy of the PUD Application along with a written recommendation as to the request's conformity with the rules and regulations of the City and may include a recommendation for approval, approval with conditions, or denial of the application.

d. The Planning and Zoning Commission shall subsequently hold a public meeting for a rezoning as prescribed by their rules of procedures and the Zoning Ordinance and review the PUD Application for conformity with the zoning regulations and standards and may confer with the applicant on changes to their requested as may be deemed advisable. The Planning and Zoning Commission shall consider the following as part of their deliberation:

i. Compatibility with the Future Land Use Map and the Comprehensive Plan.

ii. Land uses, building sizes and densities, and number of dwelling units.

iii. Building types, functions, architecture, and building placement and setbacks.

iv. Provisions for open space, landscaping, buffers, pedestrian circulation, and storm water management.

v. Preservation and protection of natural features, drainageways, steep slopes, and existing tree cover.

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vi. Provisions for adequate public infrastructure including sanitary sewer and water service, storm water run-off, public parks, and public safety services.

vii. Traffic circulation and congestions including access to and from the site.

viii. General relationship to and impact on the surrounding area and neighboring properties.

After completion of its deliberation, the Planning and Zoning Commission may adopt a recommendation for approval or denial of the PUD Master Plan and associated development rules, regulations, and guidelines as submitted. The Planning and Zoning Commission may also request the developer agree to certain conditions or agree to make certain modifications, alterations, adjustments, or amendments to the proposed Master Plan and associated rules, regulations, and guidelines in order to secure a recommendation of approval from the Planning and Zoning Commission.

The Planning and Zoning Commission shall forward its recommendation to the City Council within 60 days of the receipt of a PUD Application deemed complete by the Zoning Administrator. If the Planning and Zoning Commission does not act within the 60 days as prescribed above, the PUD Application shall be deemed to have received a recommendation of approval by the Planning and Zoning Commission unless the applicant agrees to an extension of time.

Within 60 days of receiving a recommendation from the Planning and Zoning Commission, the City Council shall hold a public hearing for a rezoning as prescribed by their rules of procedures and the Zoning Ordinance and review the PUD Application for conformity with the zoning regulations and standards. During this hearing, the City Council may confer with the applicant on changes to their request as may be deemed advisable in order to secure the approval by the City Council. The City Council may approve, approve with conditions or modifications as agreed to by the applicant, or deny the application. If the City Council fails to act within the herein prescribed 60-day period, the PUD Application shall be deemed to have been denied, unless both the applicant and the City Council agree to an extension of time.

Whenever any PUD Application has been denied by the City Council, no new application covering the same property, or the same property and additional property, shall be filed with or considered by the City Council until one year has elapsed from the date of the filing of the first application.

e. Recording of the Master Plan and Associated Regulations and Guidelines: The ordinance providing for the rezoning of the property to the PUD Zoning District and the associated Master Plan, Regulations, and Guidelines as approved by the City Council shall be recorded at the Office of the Warren County Recorder and shall be binding on the property owners, their heirs, successors, or assigns. No phase of the PUD shall be started, and no building permits shall be issued until all documents have been recorded.

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f. Modifications: Any application by the property owner or owners for modification to an approved PUD shall first be reviewed by the Planning and Zoning Commission. Said proposed modification along with a report from the Planning and Zoning Commission shall then be forwarded to the City Council with appropriate recommendations. The City Council shall then take such appropriate action on the proposed modification and their decision shall be final.

No modification may be considered that is more than a ten percent (10%) increase in density or change of uses of the site without a public hearing by the Planning and Zoning Commission and City Council as required for a rezoning. A public hearing may be held by the Planning and Zoning Commission or City Council on any requested modification. All modifications and adjustments shall be recorded at the Office of the Warren County Recorder.

g. Platting and Development: Prior to development within the PUD, applications for Preliminary and Final Plats, Site Plans, and Building Permits that are in conformance with the provisions of the PUD shall be submit for review in accordance with the City's regulations. At the applicant's own risk, Preliminary Plats, Final Plats, and Sites Plans may be submitted and reviewed concurrently with the PUD Application process.

2. **RESIDENTIAL ZONING DISTRICTS BUILDING BULK AND DENSITY REGULATIONS.** The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each building type constructed within the residential zoning districts established herein.

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RESIDENTIAL ZONING DISTRICTS BUILDING BULK AND DENSITY REGULATIONS TABLE						
	BUILDING TYPE					
BULK AND DENSITY REGULATION BY BUILDING TYPE	**A-1 Zoned Single Family Dwelling**	**Single Family Dwelling (Detached and Semi-Detached)**	**Two Family Dwelling**	**Townhouse or Row Dwelling**	**Multiple-Family Dwelling (Apartment)**	**Non-Residential Structure in a Residential Zoning District**
Min. Lot Size	15 acres	7,200 sq ft	8,400 sq ft	n/a	n/a	40,000 sq ft
Min. Lot Width[1]	300 ft	60 ft	70 ft	24 ft.	80ft	100 ft
Min. Lot Street Frontage[2]	20 ft	20 ft	20 ft	20 ft	20 ft	40 ft
Front Yard Setback[3]	40 ft	30 ft	25 ft	25 ft	30 ft.	35 ft.
Side Yard Setback[4]	10 ft	8 ft min one side, 18 ft total sum of both side yards	10 ft[6]	8 ft.[6]	30 ft	30 ft
Rear Yard Setback[5]	35 ft	35 ft	30 ft	30 ft	30 ft	35 ft
Min. Separation Between Principal Buildings	n/a	n/a	n/a	16 ft side to side, 46 ft back to back or back to side	30 ft	20 ft
Min. Setback from Private Street or Common Private Roadway	n/a	n/a	20 ft from back of curb or street sidewalk whichever is closest	20 ft from back of curb or street sidewalk whichever is closest	n/a	n/a
Min. Setback from the Perimeter of the Development	n/a	n/a	30 ft	30 ft	30 ft	30 ft
Max. Building Height	35 ft	35 ft	35 ft	35 ft	50 ft	40 ft
Min. Open Space	n/a	20%	20%	25%	25%	25%
Max. Dwelling Units Per Acre	0.067	n/a	n/a	8	20	n/a

[1] Measured at the front yard building setback line

[2] Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line

[3] Front stoops, stairs, decks and porches may encroach up to 6 ft into the required front yard setback

[4] Horizontally projecting roof overhangs and other similar building projections may extend up to 3 ft into a required side yard setback provided no part of a building is closer than 5 ft to a lot line

[5] Stoops, stairs, decks, and patios, not enclosed or covered by a roof, may encroach up to 20 ft into the required rear setback

[6] Zero feet from common lot lines of attached structures

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3. **NON-RESIDENTIAL BULK AND DENSITY REGULATIONS.** The following table details the minimum lot sizes, building setbacks, building size and height limitations, minimum open space, and maximum density requirements for each non-residential zoning district.

NON-RESIDENTIAL BULK AND DENSITY REGULATIONS TABLE					
BULK AND DENSITY REGULATION BY ZONING DISTRICT	ZONING DISTRICTS				
	C-1	C-2	C-3	M-1	M-2
Min. Lot Size	n/a	n/a	n/a	n/a	n/a
Min. Lot Width	150 ft	150 ft	n/a	n/a	n/a
Min. Lot Street Frontage[4]	40 ft	40 ft	40 ft	40 ft	40 ft
Front Yard Setback	30 ft	40 ft	0 ft	35 ft	35 ft
Side Yard Setback[1]	10 ft	10 ft	0 ft	20 ft	20 ft
Rear Yard Setback[2]	10 ft	10 ft	0 ft	35 ft	35 ft
Min. Separation Between Buildings Not Attached	20 ft	20 ft	20 ft	20 ft	20 ft
Max. Building Height	50 ft[3]	50 ft[3]	50 ft	50 ft[3]	50 ft[3]
Min. Building Height	n/a	n/a	28 ft	n/a	n/a
Min. Open Space	20%	20%	0%	15%	15%
Max. Dwelling Units Per Acre	n/a	n/a	18	n/a	n/a
[1] 30 feet when said yard adjoins a residential zoning district or existing residential property					
[2] 40 feet when said yard adjoins a R-1 or R-2 zoning district or existing single-family property					
[3] An additional 10 ft of height is permitted for every 10 ft of additional building setback provided to a maximum height of 60 ft					
[4] Postage Stamp Lots: Direct street frontage not required; All yard setbacks for postage stamp lots shall be 5 ft, excluding shared walls located along a common lot line					

4. **PERMITTED AND SPECIAL USES.** The following table identifies the allowable uses within each zoning district. A use identified with a "P" within a given zoning district column is a Permitted use. A use identified with a "S" within a given zoning district column requires approval of a Special Use Permit from the Board of Adjustment in accordance with city code. A blank space indicated that use is not permitted within the given zoning district. Uses not listed shall be considered not permitted uses.

   The definitions for each listed use shall coincide first with the definition contained within Chapter 165.03 of the Zoning Code, second as may be defined elsewhere in the City Code, and finally the commonly understood definition as determined by the Zoning Administrator.

   A proposed use may follow under more than one category; however, for the purposes of this section, the proposed use shall follow the closest, most similar or specific use as listed in the Use Matrix.

   It shall be the sole discretion of the Zoning Administrator to make the determine as to where a proposed use falls within the Uses Table, whether it fits within or is similar to a use listed within the Uses Table or is otherwise not listed and therefore not permitted. The determination by the Zoning Administrator is appealable to the Board of Adjustment per the procedures as provided in city code.

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PERMITTED AND SPECIAL USES TABLE										
USE	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
AGRICULTURAL USES										
Commercial Farm Operation										
Farming (row crop, vegetables, greenhouse, vineyards, orchards)	P									
Animal Husbandry (raising of livestock including animal feeding operations)										
Truck gardening and nurseries	P									
Farm Support Housing	S									
Horse boarding and riding stables	P									
Residential Animal Raising (see definition)	P									
Kennel	P									
RESIDENTIAL USES										
Household Living										
Single-family dwelling, detached	P	P	P							
Single-family dwelling, semi-detached (traditional duplex on two lots)		S	P	P						
Two-family dwelling on one lot (duplex on one lot) does not include the conversion of an existing single-family home into 2 dwelling units)			P	P						
Townhouse dwelling (3+ units)			P	P						
Multiple family dwelling (3+ apartment or condo units)				P				S		
Manufactured Home Park					P					
Accessory dwelling (includes the conversion of an existing single family detached dwelling into 2 units such as converting a basement or attached garage space into a separate dwelling unit)	S	S	S							
Dwelling units located above the ground floor only (mixed use building)								P		
Group Residential										
Family home / Group care facility	P	P	P	P						
Elder group home	P	P	P	P						
Assisted living residential facility		P	P	P			P	P		
Nursing or convalescent home		P	P	P			P	P		
Supervised group residence				S				S		

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PERMITTED AND SPECIAL USES TABLE										
USE	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
PUBLIC AND CIVIC USES										
College, university, vocational and trades schools	S	S	S	S	S	S	S	S	S	S
Cultural exhibit, museum, or library						P	P	P		
Membership or religions organization, social club or lodge, and other place of public assembly	S	S	S	S	S	S	S	S	S	S
Public or private elementary, middle, or high school	S	S	S	S	S	S	S	S		
Public or private parks, golf courses, golf driving ranges, country clubs, swimming pools, playgrounds, and indoor or outdoor recreational facilities and ball fields	P	P	P	P	P	P	P	P	P	P
Public Utilities (not including gas and electrical power distribution stations, storage or maintenance yards or buildings)	P	P	P	P	P	P	P	P	P	P
Government buildings and properties	P	P	P	P	P	P	P	P	P	P
Hospital							P	P	P	P
COMMERCIAL USES										
After hours business										
Agricultural Sales and Services							P		P	P
Animal services										
Kennel (including day kenneling)										P
Veterinary services (without overnight kenneling)						P	P	P	P	P
Art gallery						P	P	P		
Banks and financial services										
Banks, not including delayed deposit service business						P	P	P		
Delayed deposit service business (including check cashing, payday lending, car title loan business)								S		
Pawnshop								S		
Freestanding automated teller machine (ATM)						P	P	P		
Body piercing studio or tattoo studio								S		
Child Care Center *(child care home and child development home are addressed under the home occupations chapter)*		S	S	P		P	P	P	S	S

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PERMITTED AND SPECIAL USES TABLE										
USE	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Construction sales and service, contractor office, office for plumber, electrician, HVAC service or similar use										
No outdoor storage							P		P	P
With outdoor storage										P
Drive-in or drive-thru facilities						S	P			
Eating and drinking establishment										
Restaurant							P	P		
Micro-brewery, micro-distillery, or winery with on-site tasting/sampling and sales	S						P	P	P	P
Tavern / Bar							P	P		
Entertainment										
Movie theater, performance hall, performing arts studio						P	P	P		
Indoor: waterpark, miniature golf, bowling, video game arcades, commercial driving ranges, go-carts, trampoline park, playground play space or similar use							P	P	P	
Outdoor: drive-in theater, waterpark, miniature golf, commercial driving ranges, go-carts, trampoline park, playground play space or similar use							P		P	P
Funeral and interment services										
Cemetery, mausoleum, columbarium	P	P	P	P		P	P		P	P
Cremation services										S
Funeral Home including funeral services and retail sales with no outdoor display or storage			S	S		P	P	P	P	P
Retail sales with outdoor displays and storage							P		P	P
Lodging										
Bed & breakfast inn	P	S	S	P		P	P	P		
Boarding or rooming house				S						
Extended stay or apartment hotel							S	S		
Hotel or motel							P	P		
Campground	P							S	S	
Short-term rental	P	P	P	P	P			P		

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PERMITTED AND SPECIAL USES TABLE										
USE	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use						P	P	P		
Mini warehouse or self-storage facility										
In-door only									P	P
Out-door storage including vehicle, boat, camper, recreational vehicle										P
Motor vehicle and motor equipment-oriented businesses										
Automobile service center (auto parts sales)							P		P	
Automotive washing, car wash (auto, manual, or attended), does not include truck or trailer washing or trailer washout							P		P	P
Gas station or service station with minor repair and services (brakes, batteries, tires, oil changes), including the dispensing of liquified propane							P		P	P
Electric vehicle charging stations (not ancillary to a principal use)						P	P	P	P	P
Major motor vehicle repair (painting, body, fender, frame, transmission, engine overhaul)							P		P	P
Automobile sales, rental, storage lot, and off-street parking							P		P	P
Automobile, truck and equipment auction facilities									P	P
Recreational vehicle, camper, boat, motorcycle, snowmobile, golf car, and similar sales, lease, and rental and ancillary repair and maintenance							P		P	P
Light equipment sales, rental, or repair service							P		P	P
Heavy equipment sales, rental or repair service										P
Truck Stop, not including trailer washout										P
Commercial parking lots and parking structures (not ancillary to a principal use)							P	S	P	P

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PERMITTED AND SPECIAL USES TABLE											
USE	ZONING DISTRICT										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Personal and consumer service											
Beauty salon, barbershop						P	P	P		
Dry cleaner and laundry service								P	P	P
Dry cleaner and laundry service (pick-up/drop-off service only)						P	P	P	P	P
Laundry (self-serve laundromat)						P	P	P	P	P
Massage therapy establishment, state licensed						P	P	P		
Fitness center, gym, health spa						P	P	P	P	P
Tailor						P	P	P		
Print shop, copy center, retail shipping store							P	P	P	P
Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use)						P	P	P		
Television and radio broadcast studio, offices, and production facilities						P	P	P		
Retail sales (grocery store, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use)						P	P	P		
Retail sale - intensive										
Convenience store with fuel sales							P	P	P	
Fireworks retail sales facility							P		P	P
Hardware store, lawn and garden store, or similar use with outdoor storage							P	P	P	P
Large retail (over 50,000 sq. ft. gross floor area, single user or tenant space)							P			
Liquor store							S	S		
Lumber yard and Construction Sales and Services							S		P	P
Medical cannabidiol dispensary							S	S		
Can and bottle redemption facility							P		P	P
Smoking lounge or hookah lounge							S	S		
Tobacco store (including vape shop)							S	S		
Adult oriented establishment										S
Spectator sports										
Indoor	S								P	P
Outdoor	S								P	P

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PERMITTED AND SPECIAL USES TABLE											
USE		ZONING DISTRICT									
		A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Sports and recreation, participant											
	Outdoor	S								P	P
	Indoor	S								P	P
INDUSTRIAL USES											
Animal feedlots, processing of animals or animal by-products											
Electrical power generation (utility scale for off-site use, distribution, or sale)		S									S
Manufacturing, production and industrial services											
	Limited (no food related processing and manufacturing, all activities wholly contained within a building)									P	P
	General (limited food processing, outdoor storage limited)									P	P
	Intensive (may include outdoor storage of materials and activities not contained within a building) and includes:										
	Auto and other equipment and machinery wrecking and used parts yards and storage (no outdoor wrecking or disassembly)										S
	Truck or trailer washout										S
	Cement, lime, gypsum, or plaster manufacture										S
	Explosive and ammunition manufacture or storage										S
	Junk or garbage processing, recycling, storage, or transfer station (indoor only)										S
	Petroleum, chemical, fuel, and gasses refining, manufacture, distribution, or bulk storage										S
	Rubber goods manufacture										S
	Sand or gravel pits, mining, and crushing										S
	Smelting and processing or ore, metal and scrap metal										S

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PERMITTED AND SPECIAL USES TABLE											
USE	ZONING DISTRICT										
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Medical cannabidiol manufacturer										S
Repair service										
Electronics, appliance, household goods, furniture or similar							P		P	P
Small engine										P
Research laboratory and testing										P
Storage of equipment, data and records, electronic data center, furniture and similar										P
Trucking/freight terminal										P
Wholesale fuel storage, sales, or distribution										S
Grain storage and distribution										P
Warehousing and wholesaling (outdoor storage limited to licensed and operable trailers, trucks, power equipment, and shipping containers)										P
Waste related use										
Junkyard including auto, truck and machinery wrecking and recycling										S
Recycling facility										S
Sanitary landfill										S
OTHER USES										
Gas and electrical power distribution station	S									S
Mining operation, sand and gravel extraction or processing, gas or oil well, or similar mineral or earth resource extraction (no crushing of rock, ore)	S									S
Wireless telecommunications facility										
Tower	S	S	S	S	S	S	S	S	S	S
Co-located	S	S	S	S	S	S	S	S	S	S
Commercial broadcast antennas, towers, and satellite dishes	S	S	S	S	S	S	S	S	S	S

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5. STANDARDS FOR ALL ZONING DISTRICTS

A. Small Wind Energy Conversion Systems

(1) Intent. The intent of this section is to balance the need for clean, renewable energy resources and the necessity to protect the public health, safety and welfare of the community. The City finds these regulations are necessary to ensure that Small Wind Energy Conversion Systems are appropriately designed, sited and installed.

(2) Definitions. The following terms are defined for this section:

a. "Height, total system" means the height above grade of the system, including the generating unit and the highest vertical extension of any blades or rotors.

b. "Lot" (or parcel) means any legally established lot or parcel which contains or could contain a permitted or special use as provided by Chapter 165 of this Code of Ordinances.

c. "Off grid" means an electrical system that is not connected to utility distribution and transmission facilities or to any building or structure that is connected.

d. "Shadow flicker" means changing light intensity caused by sunlight through the moving blades of a wind energy conversion system.

e. "Small Wind Energy Conversion System (SWECS)" means a wind energy conversion system which has a nameplate rated capacity of up to 15 kilowatts for residential uses and districts and up to 100 kilowatts for commercial and industrial districts and which is incidental and subordinate to a principal use on the same parcel. A system is considered a SWECS only if it supplies electrical power solely for use by the owner on the site, except that when a parcel on which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed by the owner for on site use may be used by the utility company in accordance with Section 199, Chapter 15.11(5) of the Iowa Administrative Code, as amended from time to time.

f. "Small Wind Energy Conversion System, free standing" means a SWECS which is elevated by means of a monopole tower only and is not located on another supporting structure except that the tower shall have an appropriately constructed concrete base. Guyed, lattice, or other non-monopole style towers shall not meet this definition.

g. "Small Wind Energy Conversion System, horizontal axis" means a small wind energy conversion system that has blades which rotate through a horizontal plane.

h. "Small Wind Energy Conversion System, building mounted" means a SWECS which is securely fastened to any portion of a principal building in order to achieve desired elevation, whether attached directly to the principal building or attached to a tower

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structure which is in turn fastened to the principal building. These systems are prohibited by this chapter.

i. "Small Wind Energy Conversion System, vertical axis" means a small wind energy conversion system that has blades which rotate through a vertical plane.

j. "Tower" means the vertical component of a wind energy conversion system that elevates the wind turbine generator and attached blades above the ground.

k. "Wind Energy Conversion System (WECS)" means an aggregation of parts including the foundation, base, tower, generator, rotor, blades, supports, guy wires and accessory equipment such as utility interconnect and battery banks, etc., in such configuration as necessary to convert the power of wind into mechanical or electrical energy, e.g., wind charger, windmill or wind turbine.

l. "Wind turbine generator" means the component of a wind energy conversion system that transforms mechanical energy from the wind into electrical energy.

(3) General Regulations.

a. Special Use Permit. A Small Wind Energy Conversion System (SWECS) shall be allowed only as an accessory use to a permitted principal use and with approval of a special use permit from the Board of Adjustment.

b. Zoning. SWECS may be allowed in any zoning district subject to the provisions contained herein and elsewhere within this City Code.

c. Permit Required. It shall be unlawful to construct, erect, install, alter or locate any SWECS within the City, unless a special use permit has been obtained from the Board of Adjustment. The special use permit may be revoked by resolution of the Board of Adjustment any time the approved system does not comply with the rules set forth in this chapter and the conditions imposed by the Board of Adjustment. The owner/operator of the SWECS must also obtain any other permits required by other federal, state and local agencies/departments prior to constructing the system. 164.05

Application for SWECS shall be made on forms provided by the City. No action may be taken regarding requests for SWECS until completed applications have been filed and fees paid.

d. Number of Systems per Zoning Lot.

i. No more than one freestanding SWECS may be placed on any parcel or lot. Additional freestanding SWECS are prohibited.

e. Tower. Only monopole towers shall be permitted for freestanding SWECS. Lattice, guyed or towers of any other type shall not be considered to be in compliance with this chapter.

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f. Color. Freestanding SWECS shall be a neutral color such as white, sky blue or light gray. Other colors may be allowed at the discretion of the Board of Adjustment. The surface shall be non-reflective.

g. Lighting. No lights shall be installed on the tower, unless required to meet FAA regulations.

h. Signage. No signage or advertising of any kind shall be permitted on the tower or any associated structures.

i. Climbing Apparatus. The tower must be designed to prevent climbing within the first 10 feet.

j. Maintenance. Facilities shall be well maintained in accordance with manufacturer's specifications and shall remain in an operational condition that poses no potential safety hazard nor is in violation of any provisions contained within this chapter or elsewhere within this City Code.

k. Displacement of Parking Prohibited. The location of the SWECS shall not result in the net loss of required parking as specified elsewhere in the City Zoning Code.

l. Utility Notification. The City shall notify the utility of receipt of an application to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this notification requirement.

m. Interconnection. The SWECS, if not off-grid, shall meet the requirements for interconnection and operation as set forth by the utility and the Iowa Utilities Board. No permit of any kind shall be issued until the City has been provided with a copy of an executed interconnection agreement. Off-grid systems shall be exempt from this requirement.

n. Restriction on Use of Electricity Generated. A SWECS shall be used exclusively to supply electrical power to the owner for on site consumption, except that excess electrical power generated by the SWECS and not presently needed for use by the owner may be used by the utility company in accordance with Section 199, Chapter 15.11(5) of the Iowa Administrative Code, as may be subsequently amended.

o. Noise. A SWECS shall be designed, installed and operated so that the noise generated does not exceed the maximum noise levels established elsewhere in this City Code.

p. Shadow Flicker. No SWECS shall be installed and operated so to cause a shadow flicker to fall on or in any existing residential structure.

q. Safety Controls. Each SWECS shall be equipped with both an automatic and manual braking, governing, or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades, or turbine

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components. Said automatic braking system shall also be capable of stopping turbine rotation in the event of a power outage so as to prevent back feeding of the grid.

r. Shut Off. A clearly marked and easily accessible shut off for the wind turbine will be required as determined by the Community Development Director.

s. Electromagnetic Interference. All SWECS shall be designed and constructed so as not to cause radio and television interference. If it is determined that the SWECS is causing electromagnetic interference, the owner/operator shall take the necessary corrective action to eliminate this interference including relocation or removal of the facilities, subject to the approval of the appropriate City authority. A permit granting a SWECS may be revoked if electromagnetic interference from the SWECS becomes evident.

t. Wind Access Easements. The enactment of this chapter does not constitute the granting of an easement by the City. The SWECS owner/operator shall have the sole responsibility to acquire any covenants, easements, or similar documentation to assure and/or protect access to sufficient wind as may or may not be necessary to operate the SWECS.

u. Engineer Certification. Applications for any SWECS shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of all components of the SWECS showing compliance with the applicable regulations and certified by an Iowa licensed professional engineer shall also be submitted.

v. Installation. Installation must be done according to manufacturer's recommendations. All wiring and electrical work must be completed according to the applicable building and electric codes. All electrical components must meet code recognized test standards.

w. Removal. If the SWECS remains nonfunctional or inoperative for a continuous period of six months, the system shall be deemed to be abandoned. The SWECS owner/operator shall remove the abandoned system at their expense. Removal of the system includes the entire structure, transmission equipment and fencing from the property excluding foundations. Non-function or lack of operation may be proven by reports from the interconnected utility. For off-grid systems the City shall have the right to enter the property at its sole discretion to determine if the off-grid system is generating power. Such generation may be proven by use of an amp meter. The SWECS owner/operator and successors shall make available to the Zoning Administrator all reports to and from the purchaser of energy from the SWECS if requested. If removal of towers and appurtenant facilities is required, the Zoning Administrator shall notify the SWECS owner/operator. Removal shall be completed within six months of written notice to remove being provided to the owner/operator by the City.

x. Right of Entrance. As a condition of approval of a special use permit an applicant seeking to install SWECS shall be required to sign a petition and waiver agreement

which shall be recorded and run with the land granting permission to the City to enter the property to remove the SWECS pursuant to the terms of approval and to assure compliance with the other conditions set forth in the permit. Removal shall be at the expense of the owner/operator and the cost may be assessed against the property.

y. Feasibility Study. It is highly recommended that a feasibility study be made of any site prior to installing a wind turbine. The feasibility study should include measuring actual wind speeds at the proposed turbine site for at least three months.

(4) Bulk Regulations.

a. Setbacks. The minimum distance between any freestanding SWECS and any property line shall be a distance that is equivalent to 150 percent of the total system height. The setback shall be measured from the property line to the point of the SWECS closest to the property line.

b. Maximum Height. Height shall be measured from the ground to the top of the tower, including the wind turbine generator and blades.

i. For lots of more than one and fewer than three acres, the maximum height shall be 65 feet.

ii. For lots of more than three and fewer than five acres, the maximum height shall be 80 feet.

iii. For lots more than five acres, the maximum height shall be 100 feet.

c. Minimum Lot Size.

i. The minimum lot size for a freestanding SWECS within C-1, C-2, C-4, M-1 and M-2 shall be one acre.

ii. The minimum lot size for a freestanding SWECS within A-1 and all residential zoning classifications shall be three acres.

d. Clearance of Blade. No portion of a horizontal axis SWECS blade shall extend within 30 feet of the ground. No portion of a vertical axis SWECS shall extend within 10 feet of the ground. No blades may extend over parking areas, driveways or sidewalks. No blade may extend within 20 feet of the nearest tree, structure, or above ground utility facilities.

e. Location.

i. No part of a SWECS shall be located within or over drainage, utility or other established easements.

ii. A SWECS shall be located entirely in the rear yard.

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iii. A SWECS shall be located in compliance with the guidelines of applicable Federal Aviation Administration (FAA) regulations as amended from time to time.

iv. No SWECS shall be constructed so that any part thereof can extend within 20 feet laterally of an overhead electrical power line (excluding secondary electrical service lines or service drops). The setback from underground electric distribution lines shall be at least five feet.

v. Building mounted SWECS shall be prohibited.

B. Solar Energy Systems

(1) Intent. The intent of this section is to establish provisions for using an alternate source of energy apart from the prevailing energy sources of natural gas and electricity, namely solar energy, and to provide standards for the construction and use of solar energy systems. The City finds these regulations are necessary to ensure that Solar Energy Systems are appropriately designed, sited and installed.

(2) Definitions. The following terms are defined for this section:

a. "Building-integrated Solar Energy Systems" means a solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

b. "Ground-mounted" means a solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mounted systems are accessory to the principal use.

c. "Roof-mount" means a solar energy system mounted on a rack that is fastened to or ballasted on a structure roof. Roof-mount systems are accessory to the principal use.

d. "Solar Access" means unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

e. "Solar Carport" means a solar energy system of any size that is installed on a carport structure that is accessory to a parking area, and which may include electric vehicle supply equipment or energy storage facilities.

f. "Solar Mounting Devices" means racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.

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(3) Restrictions. Except as provided in this article, no solar energy system or solar collection device shall be erected, constructed, altered or maintained on any lot within the city, without first receiving a permit to do so and complying with the regulations herein this chapter.

(4) General Regulations.

a. ***Building-integrated solar energy systems and roof-mounted and building-mounted solar energy systems*** are a permitted accessory use in all zoning districts where structures of any sort are allowed, subject to certain requirements as set forth below. Solar carports and associated electric vehicle charging equipment are a permitted accessory use on surface parking lots in all districts regardless of the existence of another building.

b. ***Ground-mounted solar energy systems*** shall require approval of a Special Use Permit from the Board of Adjustment.

(5) Standards. All solar energy systems or solar collection devices shall meet the following standards and conditions:

a. ***Height*** – Solar energy systems must meet the following height requirements:

i. Building-mounted or roof-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district. For purposes for height measurement, solar energy systems other than building-integrated systems shall be given an equivalent exception to height standards as building-mounted mechanical devices or equipment.

ii. Ground-mounted or pole-mounted solar energy systems shall not exceed 15 feet in height when oriented at maximum tilt.

iii. Solar carports in non-residential districts shall not exceed 20 feet in height.

b. ***Setback*** - Solar energy systems must meet the accessory structure setback for the zoning district and principal land use associated with the lot on which the system is located, except as allowed below.

i. Roof-mounted or Building-mounted Solar Energy Systems - The collector surface and mounting devices for roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built, unless the collector and mounting system has been explicitly engineered to safely extend beyond the edge, and setback standards are not violated. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side-yard exposure. Solar collectors mounted on the sides of buildings and serving as awnings are considered to be building-integrated systems and are regulated as awnings.

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ii. Ground-mounted Solar Energy Systems **-** Ground-mounted solar energy systems may not extend into the side-yard or rear setback when oriented at minimum design tilt, except as otherwise allowed for building mechanical systems.

c. ***Visibility*** – Solar energy systems shall be designed to minimize visual impacts from the public street right-of-way.

i. Building Integrated Photovoltaic Systems - Building integrated photovoltaic solar energy systems shall be allowed regardless of whether the system is visible from the public right-of-way, provided the building component in which the system is integrated meets all required setback, land use or performance standards for the district in which the building is located.

ii. Aesthetic restrictions - Roof-mounted or ground-mounted solar energy systems shall not be restricted for aesthetic reasons if the system is not visible from the closest edge of any public right-of-way other than an alley, or if the system meets the following standards.

(a) Roof-mounted systems on pitched roofs that are visible from the nearest edge of the front right-of-way shall have the same finished pitch as the roof and be no more than ten inches above the roof.

(b) Roof-mount systems on flat roofs that are visible from the nearest edge of the front right-of-way shall not be more than five feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening.

iii. Reflectors - All solar energy systems using a reflector to enhance solar production shall minimize glare from the reflector affecting adjacent or nearby properties.

d. ***Lot Coverage*** – Ground-mounted systems total collector area shall not exceed half the building footprint of the principal structure.

i. Ground-mounted systems shall be exempt from lot coverage or impervious surface standards if the soil under the collector is maintained in vegetation and not compacted.

ii. Ground-mounted systems shall not count toward accessory structure limitations.

e. All solar energy system components shall be located as to be accessible for required routine maintenance without trespassing on adjoining property or disassembling any major portion of the structure or building.

f. All solar energy system components must be obtained from manufacturers who regularly engage in production of solar energy apparatus. The design and drawings of any system or apparatus shall be completed and sealed by a licensed design professional.

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(5) Building Permit Required. No solar energy system or solar collection device shall be constructed, erected, added to, or materially altered, structurally or otherwise changed, or improved nor any other work commenced upon any lot or parcel of land unless the owner, contractor or agent of either shall first have received approval of a site plan or Special Use Permit, as may be required, and applied for and received from the Building Official a permit therefore as provided for in this section.

(6) Application for Permit. Any application for the building permit required hereunder shall show that the proposed construction meets the requirements set forth in this section. Should any submittal in the opinion of the Building Official contain design elements that are substantially unique and outside the normal configuration of typical solar array components, design or system requirements, the application for permit shall be forwarded to the Board of Adjustment for action.

(7) Issuance of Permit. Any building permit issued pursuant to the provisions of this article for the construction, erection or modification of a solar energy system or solar collection device shall only be issued after the Building Official has determined the proposed construction meets the requirements of this section, the building code regulations, and that the design of the solar system or solar collection device is in general conformity with the style and design of surrounding structures.

(8) Solar Access Easements. The enactment of this chapter does not constitute the granting of an easement by the City. The solar owner/operator shall have the sole responsibility to acquire any covenants, easements, or similar documentation to assure and/or protect access to sufficient sunlight as may or may not be necessary to operate the system.

(9) Removal. If the solar energy system remains nonfunctional or inoperative for a continuous period of six months, the system shall be deemed to be abandoned. The solar energy system owner/operator shall remove the abandoned system at their expense. Removal of the system includes all panels, mounting devices, and appurtenant equipment and structures from the property. Non-function or lack of operation may be proven by reports from the interconnected utility. For off-grid systems the City shall have the right to enter the property at its sole discretion to determine if the off-grid system is generating power. Such generation may be proven by use of an amp meter for photovoltaic systems or a thermometer for a solar collector system. The solar energy system owner/operator and successors shall make available to the Zoning Administrator all reports to and from the purchaser of energy from the solar energy system if requested. If removal of structures and appurtenant facilities is required, the Zoning Administrator shall notify the solar energy system owner/operator. Removal shall be completed within six months of written notice to remove being provided to the owner/operator by the City.

(10) Right of Entrance. As a condition of approval of a special use permit for a ground-mounted solar energy system, the applicant seeking to install the solar energy system shall be required to sign a petition and waiver agreement which shall be recorded and run with the land granting permission to the City to enter the property to remove the solar energy system pursuant to the terms of approval and to assure compliance with the other

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conditions set forth in the permit. Removal shall be at the expense of the owner/operator and the cost may be assessed against the property.

C. Accessory Dwelling Units

All accessory dwellings shall comply with the following:

(1) No more than a total of two (2) dwelling units (principal and accessory) are allowed on a single lot or parcel.

(2) An accessory dwelling may be contained within, attached to, or detached and separate from the principal dwelling and must be located wholly within the same lot or parcel of the principal dwelling.

(3) The lot or parcel, principal dwelling, and accessory dwelling shall all be under the same ownership and the owner must live on the property either in the principal dwelling or the accessory dwelling as their principal place of residency.

(4) The total gross floor area of the accessory dwelling cannot exceed the lesser of eight hundred square feet (800 sq. ft.) or eighty-percent (80%) of the total gross floor area of the principal dwelling.

(5) The accessory dwelling shall have no more than one (1) bedroom and shall have its own bathroom and kitchen.

(6) The accessory dwelling shall comply with the building setback and bulk regulations for a principal building as applicable for the zoning district in which its lot or parcel is located.

(7) The exterior design and appearance of the accessory dwelling, attached or detached, must match and be consistent with the design, features, exterior building materials, and level of finish of the principal dwelling building and shall otherwise comply with the requirements of the architectural design standards found in the City's zoning code regulations.

(8) The accessory dwelling may have its own entrance or share an entrance with the principal dwelling but cannot have its own separate entrance on the same façade as the front or street-facing entrance of the principal dwelling.

(9) The accessory dwelling must share utility connections with the principal dwelling.

(10) The principal dwelling shall have no less than two (2) off-street parking spaces and one (1) additional off-street parking space shall be provided for the accessory dwelling. Tandem style parking spaces (where access to a given space may be blocked by the designated parking space of another vehicle) shall not count towards meeting the parking requirements of this section. Unless specifically approved by the Board of Adjustment, accessory dwelling units shall not have a driveway separate from that of the principal dwelling.

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(11) All accessory dwellings require approval of a Special Use Permit from the Board of Adjustment in accordance with the procedures outlined within the city code. To approve a request for a Special Use Permit, after a public hearing, the Board of Adjustment shall consider and make favorable findings regarding the following requirements. Failure the make favorable findings for any or all of these requirements shall be cause to deny the request.

a. The size, location, layout, and appearance of the principal dwelling and the proposed accessory dwelling do not negatively impact the adjoining properties and surrounding neighborhood.

b. Adequate provisions for parking have been made for both the accessory dwelling and the principal dwelling.

c. The property is appropriately zoned for an accessory dwelling and all city code requirements have been satisfied.

D. Home Occupations

The following operations and/or uses are considered permitted in any district that allows household living:

(1) Home sewing or tailoring.

(2) Writing or editing, studios for painting, sculpting, ceramics, music, photography, or other similar arts.

(3) Office for architects, engineers, realtors, accountants, or similar occupations and office related activities requiring a limited number of trips to the home.

(4) Home office for persons engaged in marketing, distributing, and selling make-up, household goods, firearms (in accordance with all Federal, State, and local regulations), clothing, and similar materials, provided all product sales (including product demonstrations and sales meetings) do not occur on-site and that product distribution is conducted either off-site or by mail, delivery.

(5) Production of crafts such as handiwork, model-making, weaving, lapidary, and wood working for selling a product off-premise, by mail or delivery.

(6) Tutoring to no more than four (4) students at any one time.

(7) Home-cooking, preserving and baking for selling a product off-premise, by mail or delivery.

(8) Computer programming, repair, internet services and similar occupations.

(9) Mail order business where products are shipped directly from an off-site supplier to the customer.

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(10) In-home Child Care Home or Child Development Home, provided the following requirements are met:

a. All Child Care Homes and Child Development Homes shall be registered and/or licensed, as required, with the Iowa Department of Human Services (DHS) and shall be in current, good standing.

b. Child Development Homes registered as either a Category A, Category B, or Category C as defined by the DHS shall be permitted.

c. All Child Care Homes and Child Development Homes shall follow all other requirements of this chapter, applicable zoning codes, and applicable building codes.

d. No in-home child care service shall be allowed that does not meet items A through C above.

(11) State licensed massage therapists having no age requirement for admittance and otherwise in compliance with the requirements city code.

(12) In-home beauty salon or barber.

(13) Other uses and/or activities that are similar to the uses stated above or that conform to the intent of this chapter, as determined by the Zoning Administrator.

(14) Restrictions for All Home Occupations: In addition to all the use limitations applicable to the district in which it is located, no home occupation shall be permitted unless it complies with the following restrictions:

a. Not more than one (1) person who is not a resident on the premises shall be employed and at least one resident of the premises shall be the primary operator of the home occupation.

b. Home occupations are limited to one operation per dwelling unit, and rental property must have landlord approval prior to operation.

c. No alteration of the principal residential building shall be made which changes the character and appearance thereof as a dwelling.

d. No home occupation shall be apparent to adjoining residences and from any public street.

e. There shall be no outdoor storage of equipment or materials used in the home occupation. Not more than one (1) vehicle and one fully enclosed cargo trailer, which is less than 17 feet in length, used in commerce in connection with any home occupation shall be parked on either the property or on public streets.

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f. Off-street parking space shall be adequate to accommodate the parking demand generated by the home occupation and at no time shall any parking generated by the home occupation take place on-street.

g. Commercial signage shall be limited to one (1) unlighted sign not over one (1) square foot in area attached flat against the dwelling.

h. An average of no more than twenty-five (25) percent of the floor area of the dwelling unit shall be devoted to the home occupation, with the exception of a child care home or a child development home. The home occupation shall be conducted entirely within the principal dwelling unit.

i. No mechanical, electrical, or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare, or other nuisance outside the residential or accessory structure.

j. No home occupation shall be noxious, offensive, or hazardous due to vehicular traffic generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation, or other objectionable emissions.

k. Except for an in-home a child care home or a child development home (daycare), home-based businesses may generate no more than 25 vehicle trips per day.

l. Home occupations may have no more eight (8) on-site product pick-ups by customers in a one-day period. This shall not be the primary method by which products are delivered to customers. Pick-up times shall by appointment only and shall be limited to between the hours of 7:00 am and 7:00 pm. Customers may not enter the home occupation property for the purposes of viewing items for sale.

m. Shall not cause an adverse impact on the neighborhood, as determined by the Zoning Administrator.

E. Outdoor Sales and Displays for Commercial and Retail Businesses

(1) Outdoor Displays and Sales and Outdoor Food and Beverage Service Areas for Permanent Businesses:

a. Appropriately zoned, retail properties may define limited areas within their site for permanent and/or intermittent outdoor display and sales (i.e., pumpkins, plants, lawn and garden goods), including outdoor seating areas for food and beverage service, subject to the provisions contained herein.

b. All outdoor display and sales and food and beverage service areas must be clearly defined and detailed on a site plan (or sketch plan if proposed for an existing site) and obtain approval as part of a site plan process or otherwise obtain site plan approval

from the City. All other City Code requirements for seasonal and temporary uses must be met.

c. Said areas shall be hard surfaced and not exceed five percent (5%) of the total site area, cannot not be located upon any parking stalls or drive aisles, and must be situated immediately adjacent to the retail establishment or tenant space which shall have exclusive use of said areas. Off-site businesses/non-tenants shall not be allowed to utilize these areas.

d. Outdoor display areas shall be located no closer than 10 feet from any property line or street right-of-way and may not be located within any street or driveway vision triangle, required buffer, or required open space area.

e. The layout of any outdoor display, sales, and seating areas shall be designed so to not create a traffic hazard or congestion and shall allow for the safe and unimpeded flow of pedestrian traffic, including exiting from the building. A minimum five feet (5') of clearance shall be maintained along all sidewalks and walking paths/pedestrian routes.

f. Outdoor food and beverage service areas are required to have a permanent barrier or fence, that is a minimum three feet (3') tall, enclosing the outdoor seating area. The permanent barrier or fence shall be architecturally consistent and appropriate with the level of finish and appearance of the adjacent retail building.

g. No detached or freestanding signage shall be permitted except as may be allowed by the City's Sign Code.

(2) Seasonal Garden Centers and Seasonal Outdoor Displays for Permanent Businesses:

a. Seasonal garden centers, selling outdoor lawn and garden goods and supplies, the sale of agricultural products, and Christmas tree sales, may be permitted within appropriately zoned retail properties subject to the provisions contained herein.

b. All proposed seasonal garden centers, temporary agricultural product sales, and other seasonal outdoor displays must be clearly defined and detailed on a sketch plan and obtain approval from the Zoning Administrator. Information to be shown on the sketch plan includes details of product display and storage areas, all proposed tents, fencing, barriers, and other structures as well as proposed modifications to the site circulation and parking areas.

c. Garden centers and outdoor display areas shall be located on a surface paved with PCC or HMA in accordance with City Code and no more than twenty percent (20%) of the parking lot or the total parking available on an individual site may be utilized for a seasonal garden center or seasonal outdoor display. No main drive aisles, as determined by the City, shall be blocked or closed. The layout shall be designed so to not create a traffic hazard or congestion and shall allow for the safe and unimpeded flow of pedestrian traffic, including exiting from the building. A minimum five feet (5')

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of clearance shall be maintained along all sidewalks and walking paths/pedestrian routes.

d. Garden centers and outdoor display areas shall be located no closer than 15 feet from any property line or street right-of-way and may not be located within any street or driveway vision triangle, required buffer, or required open space area.

e. No detached or freestanding signage shall be permitted except as may be allowed by the City's Sign Code. All other City Code requirements for seasonal and temporary uses must be met including obtaining an annual permit and the limitation of the dates of the installation and operation as contained herein.

f. Fireworks sales are only permitted in the C-2, M-1, and M-2 zoning districts.

(3) Public Sidewalk Usage (C-3 Zoning District Only): Businesses located within the C-3 zoning district may place tables, chairs and displays associated with the adjoining business subject to the provisions of Chapter 165.04, Section H of this code.

F. Outdoor Storage

The outdoor storage of any materials, goods, shipping containers, construction equipment, trucks or trailers over 30 feet in length, inoperable vehicles, inoperable trucks, other inoperable equipment, parts, containers, pallets, construction equipment, debris, or other materials is prohibited in all zoning districts except where expressly permitted by the Zoning Regulations. When permitted, outdoor storage is subject to site plan review and approval and shall comply with the following standards:

(1) Must be located on a surface paved with PCC or HMA in accordance with City Code. The City Council may, at their full discretion, approve a gravel surface for a storage yard in the M-2 zoning district provided the storage yard is wholly located within the rear yard of the site and mitigation measures are established to prevent dust and gravel from leaving the site.

(2) Shall comply with the Open Space, Landscaping and Buffering requirements of the Zoning Code.

(3) Shall be screened from view from all adjoining public street rights-of-way and all adjoining residentially developed or zoned properties, schools and similar sensitive uses and properties.

(4) Shall be enclosed by an opaque fence no less than six (6) feet in height, eight (8) feet for an industrially zoned property.

G. Loading Docks, Delivery and Service Overhead Doors

In all zoning districts, with the exception of the M-1 and M-2 zoning districts, loading docks and overhead doors for delivery, distribution and service, including vehicle repair service bay doors, shall not face a public street. This requirement may be waived by the City Council upon review of a site plan.

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H. Trash and Recycling Collection

The following trash and recycling collection standards shall apply to all sites excluding agricultural uses, single-family dwellings, two-family dwellings, and townhouse dwellings:

(1) Provisions Required. All buildings and dwellings shall have adequate provisions for the collection of trash, grease, and recyclable materials with sufficient numbers and locations of collection containers as determined by the Zoning Administrator, at their sole discretion.

(2) Screening of Collection Containers. All outdoor trash and recycling receptacles, dumpsters, and grease collection containers shall be opaquely screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed of permanent materials such as textured block, split faced concrete block, brick or stone. Colors shall be compatible with the dominant architectural materials of buildings on site and shall be integral to a building on site whenever possible. The enclosure shall be located out of public view and constructed to visibly screen the views from the adjoining properties.

I. Equipment Screening

The following equipment screening standards shall apply to all sites excluding agricultural uses, single-family dwellings, two-family dwellings, and townhouse dwellings:

(1) All ground mounted and all roof-top building HVAC and mechanical equipment, vents, piping, roof access ladder, and utility meters shall be screened from view from adjacent public streets and residential developed or zoned properties.

(2) Required screening shall be accomplished by one or more of the following: landscaping, screen walls, and building structure.

J. Exterior Lighting

The following exterior lighting standards shall apply to all sites excluding agricultural uses, single-family dwellings, and two-family dwellings:

(1) All site and building lighting shall be LED type (light produced via light emitting diodes) of a soft-white or bright-white light color and quality.

(2) All light fixtures shall be downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Wall-pack type light fixtures are prohibited.

(3) In all multi-family, office, commercial, and industrial zoning districts, all parking lot, building exterior, and site lighting shall be designed, angled, or shielded so as not to glare or shine onto abutting properties or to cause glare upon the adjoining public rights-of-way.

(4) Buildings and signage may be up-cast or downcast illuminated provided said lighting does not shine or glare off or past the sign or building wall.

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(5) Upon the request of the Zoning Administrator, a photometric plan and cut-sheets of all light fixtures shall be provided to the City during the site plan and/or building permit review process to ensure compliance with the regulations of this section.

K. Attached and Free-Standing Drive-Thru Canopies

The following regulations shall apply to all vehicle drive-thru or drive-up canopies, including bank ATM and teller service canopies, fuel pump island canopies, and restaurant drive-thru and drive-up canopies.

(1) Canopies shall meet the building setback requirements for the property on which it is located.

(2) The minimum vertical clearance for all canopies shall be 14 ft.

(3) The maximum height for all free-standing canopies shall be 20 ft.

(4) All structural and supporting columns shall be wrapped in a material consistent with or complementary to the primary building material of the principal building or buildings located on the same site. Canopies clad in any architectural metal panel shall consist of no more than two different colors.

(5) Under-canopy lighting shall be flush mounted.

L. Medical Cannabidiol Dispensaries and Manufacturing Facilities

The following regulations are in response to the State of Iowa's Medical Cannabidiol Act, as adopted on May 12, 2017. Nothing within these regulations herein or elsewhere within the City's zoning ordinance shall be construed as an official endorsement or recognition that medical cannabidiol dispensaries and medical cannabidiol manufacturing facilities are legal uses as it may pertain to federal law. The intent of these regulations is to address the negative secondary impacts these uses may create.

(1) The following regulations shall apply to all medical cannabidiol dispensary facilities.

(2) All facilities shall be licensed by the State of Iowa as a medical cannabidiol dispensary and comply with all State of Iowa rules and regulations for a medical cannabidiol dispensary.

(3) Facilities may only be located on a property that is zoned for such a facility as provided in the Permitted and Special Uses Table of this Chapter and for which a Special Use Permit has been approved by the Board of Adjustment.

(4) No facility shall be located within 1,000 feet of any public or private elementary, secondary or high schools that is in place at the time of application. No facility shall be located within 1,000 feet of residentially property or residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

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(5) No medical cannabidiol dispensary shall be located within 1,000 feet of any other such facility as measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted.

(6) The hours of operation shall be no earlier than 8:00 a.m. and no later than 8:00 p.m.

(7) All operations shall be contained within an enclosed building, and a medical cannabidiol dispensary may not be located within a trailer, tent, temporary structure, or motor vehicle.

(8) Vehicle drive-up or drive-thru service is prohibited.

(9) Off-site delivery is prohibited.

(10) No outdoor display of merchandise is allowed, and no outdoor seating shall be permitted.

(11) No facility shall permit any person to consume medical cannabidiol on the facility premises or property.

(12) No facility shall permit any person not directly affiliated with the facility to loiter on the facility premises or property.

(13) There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.

(14) Signage for a medical cannabidiol dispensary shall comply with the City's sign code regulations. Temporary signage shall be prohibited for medical cannabidiol dispensaries.

(15) All medical cannabidiol dispensaries shall provide for adequate security including adequate site lighting, a monitored security alarm system with battery back-up power, and a video surveillance system that at all times records all interior areas and the exterior perimeter of the premises.

The following regulations shall apply to all medical cannabidiol manufacturing facilities.

(1) All facilities shall be licensed by the State of Iowa as a medical cannabidiol manufacturing facility and shall comply with all State of Iowa rules and regulations for a medical cannabidiol manufacturer.

(2) Facilities may only be located on a property that is zoned for such a facility as provided in the Permitted and Special Uses Table of this Chapter and for which a Special Use Permit has been approved by the Board of Adjustment.

(3) No facility shall be located within 2,000 feet of any public or private elementary, secondary or high schools that is in place at the time of application. No facility shall be located within 2,000 feet of residentially property or residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior

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walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

(4) All operations shall be contained within an enclosed building, and a medical cannabidiol dispensary may not be located within a trailer, tent, temporary structure, or motor vehicle.

(5) No facility shall permit any person to consume medical cannabidiol on the facility premises or property.

(6) There shall be no emission of dust, fumes, vapors, or odors into the environment from the facility.

(7) Signage for a medical cannabidiol manufacturing facility shall comply with the City's sign code regulations. Temporary signage shall be prohibited for medical cannabidiol manufacturing facilities.

(8) All medical cannabidiol manufacturing facilities shall provide for adequate security including adequate site lighting, a monitored security alarm system with battery back-up power, and a video surveillance system that at all times records all interior areas and the exterior perimeter of the premises.

(9) No medical cannabidiol dispensary or medical cannabidiol manufacturing facility shall occupy a building, begin operation, or otherwise conduct business within the City of Indianola until such time the proposed facility has received approval of a Special Use Permit from the Board of Adjustment.

M. Delayed Deposit Services Businesses and Pawnshops

The following regulations shall apply to all delayed deposit services businesses (commonly known as check cashing, payday lending, or car title loan businesses) and pawnshops.

(1) May only be located on a property that is zoned for such a business as provided in the Permitted and Special Uses Table of this Chapter and for which a Special Use Permit has been approved by the Board of Adjustment.

(2) Shall not be located within 1,000 feet of any public or private elementary, secondary or high schools, residentially property, or residentially zoned property that is in place at the time of application. The distance shall be measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted to the property line of the protected use.

(3) Shall not be located within 1,000 feet of any other such business as measured in a straight line from the exterior walls of the building or portion thereof in which the business is conducted.

(4) The hours of operation shall be no earlier than 8:00 a.m. and no later than 8:00 p.m.

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N. Manufactured Homes

(1) Conversion to Real Property. A mobile home or manufactured home that is located outside a manufactured home community or park shall be converted to real estate by being placed on a permanent foundation and shall be assessed for real estate taxes except in the following cases:

a. Retailer's Stock. Mobile homes or manufactured homes on private property as part of a retailer's or a manufacturer's stock not used as a place for human habitation.

b. Existing Homes. A taxable mobile home or manufactured home that is located outside of a manufactured home community or mobile home park as of January 1, 1995, shall be assessed and taxed as real estate, but is exempt from the permanent foundation requirement of this chapter until the home is relocated.

(2) Foundation Requirements. A mobile home or manufactured home located outside of a manufactured home community or home park shall be placed on a permanent frost-free foundation system that meets the support and anchorage requirements as recommended by the manufacturer or required by the State Building Code. The foundation system must be visually compatible with permanent foundation systems of surrounding residential structures. Any such home shall be installed in accordance with the requirements of the State Building Code. Said home shall further comply with the basement requirement for single-family and two-family dwellings.

(3) Single-Family Residential Building Finish and Form. A mobile home or manufactured home located outside of a manufactured home community or home park shall have a pitched roof consistent with the form and style of any single-family homes within 1,000 feet of the lot or parcel on which it is located. The roof and exterior of the mobile home or manufactured home shall be clad with typical residential siding and roofing materials such as horizontal, lap style siding and asphalt shingles.

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.06 SITE PLAN REGULATIONS AND PROCEDURES

1. SITE PLAN REQUIRED
2. SITE PLAN APPLICATION
   - A. Agricultural Related and Single-Family Dwellings
   - B. All Other New Uses, Buildings, and Structures
   - C. General Provisions
3. SITE PLAN EXPIRATION
4. DESIGN STANDARDS
   - A. General Design Policies
   - B. Storm Water Management, Grading, and Paving Design Standards
5. CONDOMINIUM CONVERSIONS
   - A. Conversion to Condominium
   - B. Application
   - C. Recording of Declaration

1. SITE PLAN REQUIRED

Site plans, as provided herein this section, are required prior to approval of a building permit for the erection, relocation, expansion, or alteration of any structure or for the change in use of any structure or parcel.

2. SITE PLAN APPLICATION

The following site plans are required for all uses:

A. Agricultural Related and Single-Family Dwellings. New agricultural related uses and buildings, single-family dwellings, two-family dwellings, conversion of existing single-family dwellings into two-family dwellings, accessory dwellings units, and related additions and accessory structures shall require the following:

(1) Sketch Plan. A Sketch Plan Application is required prior to the construction or erection of a new building, building addition, fence, accessory structure, or other permitted structure or improvement.

a. **Sketch Plan Application** - Each application to the Building Official for a building permit to construct or erect a new building, building addition, fence, accessory structure, or other permitted structure or improvement shall be accompanied by a sketch plan (including required sketch plan details), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements including building setbacks and off-street parking requirements.

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b. **Sketch Plan Procedure** - The Sketch Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Codes as part of the review of the corresponding building permit application.

B. All Other New Uses, Buildings, and Structures. All other new uses, buildings, structures, conversions or changes of use, changes or modifications to building facades, and related additions and accessory structures that are not included in Section A herein above shall require the following:

(1) Major Site Plan. A Major Site Plan Application is required for the development of a property, the construction of a new building or improvement, the redevelopment of an existing property (including a significant change in use), or an amendment or change to a previously approved site plan.

a. **Major Site Plan Application** - A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Major Site Plan Application fee as established by resolution of the City Council.

b. **Major Site Plan Review Procedure** - The Major Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for completeness. Incomplete applications shall be returned to the applicant with a list of the missing items or details. Applications deemed completed shall be distributed to other city departments and other agencies as necessary for review and comment as to its compliance with all zoning regulations and other pertinent city codes, regulations, and policies.

c. **Major Site Plan Review by Zoning Commission** - Subsequent to review by the Zoning Administrator and other city departments and agencies, the Zoning Administrator, or their designee, shall submit to all members of the Zoning Commission a copy of the Major Site Plan Application along with a written recommendation as to the plan's conformity with the rules and regulations of the city.

d. The Commission shall subsequently hold a meeting as prescribed by their rules of procedures and review the Major Site Plan Application for conformity with the zoning regulations and standards and may confer with the applicant on changes deemed advisable in such Site Plan.

e. The Commission shall forward its recommendation to the City Council for approval, approval with conditions, or denial of the Major Site Plan Application within 45 days of the receipt of a Major Site Plan Applicant deemed complete by

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the Zoning Administrator. If the Commission does not act within the 45 days as prescribed above, the Major Site Plan Application shall be deemed to be recommended for approved by the Commission unless the applicant agrees to an extension of time.

f. **Findings for Approval** – In order for the Commission to make a recommendation for approval of a Major Site Plan, the Commission shall make the following findings:

i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

iv. The proposed use and site improvements shall not unduly increase traffic congestion;

v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established property values in adjoining or surrounding property; and,

vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

g. **Major Site Plan Review by City Council** - The City Council, upon receipt of the recommendation of the Commission, shall either approve, approve with conditions, or disapprove the Major Site Plan Application. In order for the Council to approve a Major Site Plan, the Council shall confirm or make the aforementioned findings in subsection f. herein above.

(2) Minor Site Plan. A Minor Site Plan Application may be submitted to the Zoning Administrator for minor changes to an existing developed site or to an approved site plan, including changes or modifications to the building facades and landscape plan or minor changes in use, provided that all code requirements are met and the following:

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i. The application does not include a new building, building expansion, or building addition of more than 2,000 sq. ft., and does not increase the total building gross floor area of the site by more than 20% of the of the existing building gross floor area. Both the 2,000 sq. ft. and the 20% expansion limits for a Minor Site Plan cannot be exceeded by sequential Minor Site Plans.

ii. The application does not include the expansion or addition of more than 4,000 sq. ft. of paving or impervious area including cumulatively by multiple Minor Site Plans.

iii. The application does not increase the total number of dwelling units.

a. **Minor Site Plan Application** - A site plan (including required site plan details and number of copies), application form, and any additional information and details as specified and required by the Zoning Administrator as necessary to determine compliance with all applicable codes and requirements shall be submitted to the Zoning Administrator along with the Site Plan Application fee as established by resolution of the City Council.

b. **Minor Site Plan Procedure** - The Minor Site Plan Application shall be reviewed by the Zoning Administrator, or their designee, for compliance with all applicable City Code. In order for the Zoning Administrator to approve a Minor Site Plan, the Zoning Administrator shall make the following findings:

i. The proposed use, site improvements, and site plan comply with the minimum requirements of the zoning district in which it is proposed to be located;

ii. The property is of adequate size to accommodate the proposed use and site improvements including setbacks, open space, stormwater management, and off-street parking;

iii. The proposed use and site improvements will not unduly impact the health, safety, and general welfare of persons residing or working in adjoining property or surrounding area;

iv. The proposed use and site improvements shall not unduly increase traffic congestion;

v. The proposed use and site improvements will not unduly burden public utilities or increase risk to flooding;

vi. The proposed use and site improvements are compatible with the surrounding neighborhood and shall not diminish or impair established

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property values in adjoining or surrounding property; and,

vii. The proposed use and site improvements will not endanger, jeopardize or harm the health, safety or welfare of the properties and the community.

c. Any application which exceeds the prescribed limitations outlined in this section shall require a Major Site Plan Application and review by the Zoning Administrator as prescribed in Subsection a hereinabove.

C. General Provisions.

(1) Nothing contained herein shall be construed to allow the Zoning Administrator to vary the provisions of any statute, ordinance, City policy, or previous directives of the City Council.

(2) The Zoning Administrator shall have the discretion to refer any Minor Site Plan Application to the Zoning Commission and City Council for its review and action.

(3) Whenever any Major or Minor Site Plan application has been denied by the applicable review authority, no new Major or Minor Site Plan application covering the same property for a similar use or site improvements shall be submitted or considered by the applicable review authority until one year shall have elapsed from the date of filing of the first application, unless the new application is substantially different from the first application, as determined at the sole discretion of the Zoning Administrator.

(4) The approval or denial of any site plan that is subject to the review and approval of a Special Use Permit by the Board of Adjustment shall be at the sole discretion of the Board of Adjustment under their authority to approve or deny any Special Use Permit application as provided for in Chapter 165.02 of this code.

3. SITE PLAN EXPIRATION

Expiration of Site Plan approval. All site plan approvals shall expire and terminate 24-months after the date of approval unless a building permit has been issued for the construction provided for in the site plan. This shall apply to all site plans approved after the date of adoption of this ordinance. In the event the building permit for the construction provided for in a site plan expires or is canceled, then such site plan approval shall thereupon terminate.

4. DESIGN STANDARDS

A. General Design Policies. In addition to the specific design standards herein this chapter, each site plan presented shall comply with the following general design policies. The approval authority, as specified in this chapter, may refuse to grant approval to a site plan even though it complies with the specific design standards if, in the opinion of the relevant approval authority, it does not comply with the general design policies as hereinafter enumerated. Any site plan presented shall be designed in such a way as to insure the orderly and harmonious

development of property in such a manner as will safeguard the public's health, safety and general welfare, as hereinafter set out.

(1) The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines for what they were designed nor increase the danger of erosion, flooding, landslide or other endangerment of adjoining or surrounding property.

(2) The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property, and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illuminations of required perimeter yards, refuse containers and impairment of natural light and impairment or pollution of air. For the purpose of this section, the term "use and enjoyment of adjoining property" means the use and enjoyment presently being made of such adjoining property, unless such property is vacant. If vacant, the term "use and enjoyment of adjoining property" means those uses permitted under the zoning districts in which such adjoining property is located.

(3) The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets.

(4) To such end as may be necessary and proper to accomplish the standards in Subsections 1, 2 and 3 of this section, the proposed development shall provide fences, walls, screening, landscaping, erosion control or other improvements.

(5) The proposed development shall conform to all applicable provisions of the laws of the State of Iowa, and all applicable provisions of this Code of Ordinances.

B. Storm Water Management, Grading, and Paving Design Standards. On approval of a site plan by the relevant review authority as specified in this chapter, building permits may be issued, as long as all other requirements of the City, State and County are met, and construction may commence. In order for the relevant review authority to approve a site plan application, the following specific design standards must be met:

(1) Storm Water Management Required.

a. Site plans must provide for adequate routing of all storm water run-off including but not limited to downspout discharge, footing drain discharge and parking lot runoff.

b. Storm water may not be directed out driveways into the City right-of-way, except where permitted by the City. Storm water shall be collected and piped to a storm sewer where a storm sewer is available within 300 feet from the property line. The

storm sewer system's pipes and intakes shall be capable of conveying runoff from a five-year recurrence interval storm from the site and tributary upstream areas.

c. Storm water runoff calculations shall be made utilizing the Soil Conservation Service methods as presented in Technical Release No. 55, Urban Hydrology for Small Watersheds, Soil Conservation Service, U.S. Department of Agriculture. The Zoning Administrator may waive this requirement, provided the area to be developed is less than 10,000 square feet.

d. Existing overland drainage courses must be maintained and improved to provide capacity to convey the runoff from a 100-year recurrence interval storm across the site. Storm water runoff shall be computed on the basis of a fully developed drainage basin, using the method prescribed in Paragraph B of this subsection. No reduction in the required overland drainage course capacity will be made due to use of storm sewers or storm water detention facilities. Easements for the overland drainage course must be prepared by the developer and conveyed to the City.

e. Storm water detention is required for all sites larger than one acre in size, unless it is determined by the Zoning Administrator to be unnecessary or impractical. The maximum allowable discharge rate from the storm water detention facility will be limited to that from a five-year return frequency storm after development of the site or to the proportionate capacity of existing downstream sewers and drainageways during a five-year storm which was utilized by the runoff from the site prior to the development, whichever discharge rate is less. Storm water runoff and storm water detention facilities shall be determined using the method prescribed in this subsection. The discharge rate shall be controlled at the detention facilities outlets and not in the storm sewer size serving the site.

(2) Storm Water Management Plans. Unless otherwise not required as determined by the Zoning Administrator, a storm water management plan in compliance with this section shall be included as part of the site plan application. This storm water management plan shall include storm water calculations certified by an engineer, architect or landscape architect registered in the State of Iowa and familiar with such calculations. This plan shall further follow recognized best practices for storm water management including those outlined in the Iowa Stormwater Management Manual as prepared by the Iowa Department of Natural Resources.

(3) Grading. To help alleviate erosion and maintenance problems, ground slope should not exceed 4:1. However, the approval authority may approve a maximum ground slope of 3:1 for special reasons.

(4) Paving Standards. Parking lots and access drives shall be hard-surfaced, limited to a maximum slope of six percent in a direction perpendicular to the car. Driveways shall not exceed a 10 percent slope. Except for the individual driveways for Single-Family, Two-Family, and Townhouse or Row Dwellings, an integral six-inch Portland cement

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concrete (PCC) curb shall be provided along the edges of all parking lots, drive aisles, loading area, access drives, and driveways. Openings within the required curbing may be permitted for the purposes of conveying storm water.

a. Where Portland cement concrete pavement is used, the pavement shall comply with the materials and be constructed in such a manner as to provide an equivalent finished product as specified in the most current Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, utilizing a "Class C Concrete" mix Class 2 or 3 durability coarse aggregate.

b. Where asphaltic cement concrete pavement is used, the pavement shall comply with the materials and be constructed in such a manner as to provide an equivalent finished product as specified in the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation. The pavement shall utilize nonrecycled virgin material which shall include Type B base and Type A surface courses and which shall comply with the most current Iowa Department of Transportation job-mix formula.

c. Where asphaltic cement concrete is placed on a crushed stone base, the base shall comply with an approved Iowa Department of Transportation Class A or B crushed stone base material and gradation.

d. All hard-surfacing shall be constructed on a prepared uniform subgrade compacted to 95 percent of maximum density (Standard Proctor Density).

e. The parking lot and driveway design shall meet or exceed the following minimum paving thickness requirements:

	Full Depth Asphaltic Cement Concrete	**Asphaltic Cement Concrete Over Crushed Stone Base**				
Parking Lot	**Type B Base**	**Type A Surface**	**Crushed Stone**	**Type B Base**	**Type A Surface**	**Portland Cement Concrete**
Parking Lots 50 Stalls or Less	3 inches	2 inches	6 inches	0 inches	3 inches	4 inches
Parking Lots More than 50 Stalls Except Loading Dock or Drive Areas with Bus or Truck Traffic	3 inches	3 inches	6 inches	0 inches	4 inches	5 inches
Loading Dock Area	NOT ACCEPTABLE	NOT ACCEPTABLE	7 inches			
Driveway Areas with Bus or Truck Traffic	6 inches	2 ½ inches	6 inches	3 inches	3 inches	6 inches

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(5) Equivalent Residential Unit (ERU). Site plans shall calculate the ERU for each site. Less than or equal to 3,400 square feet of impervious surface area shall be one (1) ERU, and each additional 340 square feet of impervious area shall be an additional 0.1 ERU.

5. PRIVATE UTILITIES

All private underground utility lines and pipes installed after the date of this ordinance shall include a tracer line to facilitate above-ground locating.

6. CONDOMINIUM CONVERSIONS

A. Conversion to Condominium. In order to protect the health, safety, and welfare of the building occupants and to ensure compliance with the City of Indianola's rules and regulations, all conversions to a Condominium or to a Multiple Housing Cooperative are required to comply with the Zoning Regulations and Building and Fire Codes adopted by the City of Indianola.

The conversion of any building or portion thereof to a horizontal property regime or to a multiple housing cooperative shall be treated as a change of occupancy for the building(s) and parcel or lot, requiring both site plan review and approval and review and approval of a new certificate of occupancy.

B. Application. Any person or entity seeking to establish a horizontal property regime or multiple housing cooperative by establishing a horizontal property regime pursuant to Iowa Code 499B or by establishing a multiple housing cooperative pursuant to Iowa Code 499A shall establish and document compliance with the following, by filing a minor site plan application and a request of a new certificate of occupancy and obtaining subsequent approvals from the Zoning Administrator and Building Official:

(1) That all materials, manner and means of construction in the proposed building meet current building codes for new residential construction including current fire, building, plumbing, electrical, mechanical, energy conservation, and post construction storm water management codes.

(2) That the building and site meet all requirements of the zoning ordinance that would be required for new residential construction.

(3) That the building and site meet all requirements for handicapped accessibility that would be required for new residential construction.

(4) That separate utility services, with separate metering, be provided to each dwelling unit that would be required for new residential construction.

C. Recording of Declaration. At least sixty (60) days before a declaration or other instrument establishing a horizontal property regime pursuant to Iowa Code 499B or establishing a multiple housing cooperative pursuant to Iowa Code 499A ("declaration")

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is to be recorded in the office of the County Recorder, any person or entity shall file a minor site plan application for approval from the Zoning Administrator and Building Official. In addition to the site plan application, the applicant shall file the following:

(1) A site plan, building plans and code analysis demonstrating compliance with the provisions addressed above.

(2) A copy of the declaration or other instrument consistent with Iowa Code 499A or 499B.

The declaration shall not be recorded unless a certificate of occupancy for the proposed building has been issued by the City.

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.07 OFF-STREET PARKING REGULATIONS

1. STATEMENT OF INTENT
2. OFF-STREET LOADING AND PARKING SPACES REQUIRED
   - A. Off-Street Loading Spaces
   - B. Off-Street Parking Spaces
3. PARKING AREA DESIGN STANDARDS
   - A. Access and Driveways
   - B. Setbacks

1. STATEMENT OF INTENT

It is the intent of this article to prevent traffic congestion and to provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian and vehicular traffic. In all districts, there shall be provided at the time any new building or structure is erected, off-street parking spaces in accordance with the requirements set forth herein. The requirements of this Article are minimum standards, and in certain uses these requirements may be inadequate. Where review of the site plans and intended land use indicate through the application of proven standards or experienced statistics that the requirements herein are inadequate for the specific land use adaptation, a greater requirement for off-street parking may be required to preserve the intent of this ordinance.

2. OFF-STREET LOADING AND PARKING SPACES REQUIRED

A. Off-Street Loading Spaces

(1) In any district, in connection with every building or part thereof hereafter erected, having a gross floor area of 10,000 square feet or more, which is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale store, market, hotel, hospital, mortuary, laundry, dry cleaning or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same lot with such building, at least one off-street loading space plus one additional such loading space for each 20,000 square feet, or major fraction thereof, of gross floor area, so used, in excess of 10,000 square feet.

(2) Each loading space shall be not less than 12 feet in width and 40 feet in length.

(3) Such space may occupy all or any part of any required rear or side yard, except where adjoining a residentially zoning property, and shall be setback and screened as required within this chapter and elsewhere within the Zoning Regulations.

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(4) All loading yards and access drives to loading yards and loading docks shall be paved with asphaltic or Portland cement concrete pavement in accordance with surfacing requirements set forth in this section.

B. Off-Street Parking Spaces

(1) All parking and storage of vehicles, trailers, recreational vehicles, campers, boats and similar recreation equipment shall occur only upon paved surfaces designed and constructed per the regulations contained herein this Chapter. Unlicensed or inoperable vehicles and equipment shall not be stored outside unless part of an approved storage area on a property located within the M-1 or M-2 zoning districts. In all zoning districts space for parking and storage of vehicles and trailers shall be provided in accordance with the Off-Street Parking Required Table and the standards contained herein this Chapter. Required off-street parking facilities shall be primarily for the parking of private passenger automobiles of occupants, patrons, or employees of the principal use served.

(2) Off-Street Parking Required Table: The following table identifies the minimum number of parking spaces required for the specified use. The intent of these standards is to provide the appropriate number of parking spaces on site for the given use and to accommodate changes in uses over time. No off-street parking shall be required in the C-3 Zoning District. At the discretion of the Zoning Administrator, the City may require the amount of parking required for a site be based on the parking standards contained within the latest edition of the ITE Parking Generation manual or by an alternative parking study and analysis.

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
RESIDENTIAL USES	
Household Living	
Single family dwelling, detached	2 per dwelling unit
Single family dwelling, semi-detached	2 per dwelling unit
Two family dwelling	2 per dwelling unit
Townhouse dwelling (3+ units)	2 per dwelling unit
Multiple family dwelling	1 per bedroom
Manufactured home park	2 per dwelling unit
Accessory dwelling	2 per dwelling unit
Dwelling units located above the ground floor (mixed use building)	1 per bedroom
Group Living	1 per 4 residents plus 1 per employee at max shift
Family home / Group care facility	"
Elder group home	"
Assisted living residential facility	"
Nursing or convalescent home	"
Supervised group residence	"

OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
PUBLIC AND CIVIC USES	
College, university, or vocational school	1 per 4 student desks or seats at max capacity plus 1 per employee at max shift, additional parking required for stadium/theater type facilities and dorms/student housing
Cultural exhibit, museum, or library	1 per 300 sq. ft. GFA, additional parking required for classroom, meeting space, and theater type facilities
Membership or religions organization, social club or lodge, and other place of public assembly	1 per 4 seats at max capacity in the main assembly area
Public or private elementary, middle, or high school	1 per 4 student desks or seats at max capacity plus 1 per max number of employees concurrently on site
Public or private golf course, golf driving range, country club, swimming pool, and indoor or outdoor recreational facilities and fields	4 spaces per hole or driving range tee, parking required for restaurant and meeting spaces
Public Utilities (not including gas and electrical power distribution stations, storage or maintenance yards or buildings)	1 per employee at max shift
Government buildings and properties	1 per 200 sq. ft. GFA
Hospital	3 per bed
COMMERCIAL USES	
Animal services	
Kennel (including day kenneling)	1 per 400 sq. ft. GFA
Veterinary services (without overnight kenneling)	1 per 200 sq. ft. GFA
Art gallery	1 per 250 sq. ft. GFA
Banks and financial services	1 per 250 sq. ft. GFA plus 3 vehicle queuing spaces per drive-up or ATM lane
Body piercing studio or tattoo studio	1 per 250 sq. ft. GFA
Child Care Center	1 per employee at max shift plus 1 per 10 children
Construction sales and service, contractor office, office for plumber, electrician, HVAC service or similar use	1 per 250 sq. ft. GFA
Eating and drinking establishment	
Restaurant (including fast food restaurants, coffee shops, and ice cream shops)	1 per 150 sq. ft. GFA plus 10 vehicle queuing spaces per drive-up lane
Micro-brewery, micro-distillery, or winery with on-site tasting/sampling and sales	1 per employee at max shift plus 1 per 150 sq. ft. of patron space
Tavern / Bar	1 per 100 sq. ft. GFA
Entertainment	
Movie theater, performance hall, performing arts studio	1 per 4 seats
Indoor: waterpark, miniature golf, bowling, video game arcades, commercial driving range, go-carts, trampoline park, playground play space or similar use	1 per 4 persons at max capacity

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OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
Outdoor: drive-in theater, waterpark, miniature golf, commercial driving range, go-carts, trampoline park, playground play space or similar use	1 per 4 persons at max capacity
Funeral and interment services	1 per 250 sq. ft. of office space plus 1 per 4 seats at max capacity
Lodging	1 per bedroom
Bed and breakfast inn	1 per bedroom
Boarding or rooming house	1 per bedroom
Extended stay or apartment hotel	1 per bedroom
Hotel or motel	1 per bedroom
Short-term rental	1 per bedroom
Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use	1 per 250 sq. ft. GFA
Mini warehouse or self-storage facility	1 per 20 storage units or spaces plus 1 per employee at max shift
Motor vehicle and motor equipment-oriented businesses	
Automobile service center (auto parts sales)	2 per service bay plus 1 per employee at max shift
Automotive washing, car wash (auto, manual, or attended), does not include truck or trailer washing or trailer washout	1 per employee at max shift plus 5 vehicle queuing spaces per wash bay or wash bay lane
Gas station or service station with minor repair and services (brakes, batteries, tires, oil changes), including the dispensing of liquified propane	1 per 250 sq. ft. GFA of retail space plus 2 per service bay plus 1 per employee at max shift
Major motor vehicle repair (painting, body, fender, frame, transmission, engine overhaul)	2 per service bay plus 1 per employee at max shift
Automobile sales, rental, storage lot, and off-street parking	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Automobile, truck and equipment auction facilities	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Recreational vehicle, camper, boat, motorcycle, snowmobile, golf car, and similar sales, lease, and rental and ancillary repair and maintenance	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Light equipment sales, rental, or repair service	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Heavy equipment sales, rental or repair service	1 per 250 sq. ft. GFA plus 1 per 2,000 sq. ft. of outdoor display area, plus 1 per employee at max shift
Truck Stop, not including trailer washout	1 per 250 sq. ft. GFA plus 1 pe 5,000 sq. ft. of lot area
Personal and consumer service	
Beauty salon, barbershop	1 per 250 sq. ft. GFA
Dry cleaner and laundry service	4 plus 1 per employee at max shift plus
Laundry (self-serve laundromat)	1 per 250 sq. ft. GFA
Fitness center, gym, health spa	1 per 150 sq. ft. GFA

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OFF-STREET PARKING SPACES REQUIRED	
USE	**NUMBER OF PARKING SPACES REQUIRED**
Tailor	1 per 250 sq. ft. GFA
Print shop, copy center, retail shipping store	1 per 250 sq. ft. GFA
Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use)	1 per 250 sq. ft GFA
Television and radio broadcast studio, offices, and production facilities	1 per 250 sq. ft GFA
Retail sales (grocery store, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use)	1 per 250 sq. ft. GFA
Retail sale - intensive uses including multi-tenant commercial centers	1 per 250 sq. ft. GFA
Convenience store with fuel sales	1 per 250 sq. ft. GFA
Sexually oriented business	1 per 250 sq. ft. GFA
Spectator sports	1 per 4 seats at max capacity
Sports and recreation, participant	1 per 4 seats at max capacity
INDUSTRIAL USES	
Animal feedlots, processing of animals or animal by-products	1 per employee at max shift
Electrical power generation (utility scale for off-site use, distribution, or sale)	1 per employee at max shift
Manufacturing, production and industrial services	1 per 1,000 sq. ft. GFA
Repair service	1 per 250 sq. ft. GFA
Research laboratory and testing	1 per 1,000 sq. ft. GFA
Storage of equipment, data and records, electronic data center, furniture and similar	1 per 10,000 sq. ft. GFA or 1 per employee at max shift, whichever is greater
Trucking/freight terminal	"
Wholesale fuel storage, sales, or distribution	"
Warehousing and wholesaling (outdoor storage limited to licensed and operable trailers, trucks, power equipment, and shipping containers)	"
Waste related use	1 per employee at max shift
OTHER USES	
Agricultural uses	1 per employee at max shift
Boarding stables and riding schools	1 per employee at max shift
Gas and electrical power distribution station	1 per employee at max shift
Mining operation, sand and gravel extraction or processing, gas or oil well, or similar mineral or earth resource extraction	1 per employee at max shift
Wireless facility	1 per employee at max shift

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(3) Calculating of Parking Required. In computing the number of parking spaces required, the following rules shall govern:

(1) Uses Not Specifically Mentioned. In the case of any building, structure or premises, the use of which is not specifically mentioned herein, the provisions for a use which is so mentioned, and to which said use is similar, shall apply.

(2) Unknown Uses. Where new buildings are proposed but the owner or developer does not wish to designate the type of use that will occupy the building, the most intensive use possible (recognizing the use imitations of the zoning on the property) shall determine the parking requirements.

(3) Fractional Spaces. Any space 0.5 or more shall be considered a whole space.

(4) Seating Capacity. When the unit of measurement determining the number of required parking spaces is based upon the seating capacity of a structure or use, each 24 inches of pew, bench or other seating shall count as one seat.

(5) Employees. When the unit of measure determining the number of required parking spaces is based on the number of employees, the maximum shift or employment period during which the greatest number of employees is present at the structure or use shall be used in the computation.

(6) Two or More Different Uses. If a building contains two or more differing uses, the parking requirement shall be determined by the addition of the parking requirements for each use. This calculation may be modified at the discretion of the Zoning Administrator.

(4) Accessibility parking. Accessibility parking (handicapped parking) shall be provided in accordance with State and Federal law requirements, the Statewide Urban Design and Specifications (SUDAS) as maintained by the Institute for Transportation at Iowa State University, and provided spaces shall count towards the total parking requirement.

(5) Gross Floor Area. The term "gross floor area" (GFA) means the area included within the exterior walls of a building or portion thereof, exclusive of vent shaft and courts and any portion of a structure above or below ground used for off-street parking, loading areas, or mechanical equipment.

(6) Off-Site Parking. Off-street parking areas for residential uses shall be provided on the same lot. Non-residential uses may be permitted off-site parking areas at the discretion of the Zoning Administrator.

(7) Garages and Structured Parking. Each parking space within a residential garage that is directly connected to an individual dwelling unit may count towards the fulfillment of the parking space requirement. In all other situations, each parking space within a residential garage or parking structure shall count as 0.5 (one-half) of a parking space for the purposes of calculating the fulfillment of the parking space requirement.

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(8) Tandem Parking. Tandem parking spaces, defined as a parking space that is only accessed by passing through another parking space from a street, lane, drive aisle or driveway, are not permitted and shall not be counted towards the fulfillment of the parking space requirement except when within the individual driveway of a single-family residence or manufactured home, within the individual driveway that is directly in front of a garage that is connected to an individual townhome or apartment unit, or within a parking facility when an attendant is on duty during the hours when the facility is being used. The minimum required depth of a tandem parking space is 20-feet.

(9) Alternate Calculations and Deferrals. At their full discretion, the Zoning Administrator may approve an alternate method for calculating the required parking for a given site including credit for shared parking between off-peak uses and parking shared at multi-tenant retail centers. The Zoning Administrator may further defer the construction of required parking to a date certain, as part of a future phases, or upon determination of need. Deferred parking must be identified upon the site plan and accommodated as part of the site plan design including storm water management.

(10) Bicycle Parking. Every building greater than 5,000 square feet in gross floor area that contains a retail or office use shall provide or have access to a shared or common bike parking facility, such as a bike rack or bike lock boxes or an indoor bike storage area.

3. PARKING AREA DESIGN REQUIREMENTS

Every lot or parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements. At the discretion of the Zoning Administrator, any design standard contained herein may be superseded by the standards contained in the Statewide Urban Design and Specifications (SUDAS) as maintained by the Institute for Transportation at Iowa State University.

A. Access Drive and Driveways.

An access drives (or driveway) is required to provide access to all off-site parking areas and to any garage.

(1) Location and Spacing. All access drives, driveways, driveway approaches shall be located and designed according to the standards as established in this Chapter and elsewhere within City Code.

(2) Width. The widths of all driveway approaches shall comply with the standards as established in the City Code. The widths of all access drives and driveways shall comply with the following:

a. Single Family, Two-Family, and Townhouse or Row Dwellings where each individual unit directly fronts on a public or private street, all driveways shall be no less than 8-feet wide and no greater than 24-feet wide or the width of the garage opening(s) that face the street. One additional wing-style parking space no greater than 10-feet in

width may be added to the edge of a driveway. Driveway tapers, as may be necessary to transition the driveway to meet the maximum allowable driveway width as measured at the right-of-way line, shall begin no less than 10-feet from said right-of-way line. The design of the driveway apron within the public street right-of-way shall be in accordance with the design standards as established by the City.

b. All other access drives and driveways shall be a minimum 24-feet wide for two-way drives and 16-feet wide for one-way drives.

(3) Parking lot interconnections required. In order to provide mutually beneficial cross circulation and access, the parking lots for adjoining similar commercial and office uses shall be interconnected unless impractical due to topography or other physical constraints of either site.

(4) Paving. All driveways, access drives, and off-street parking and loading areas shall be paved with hot mix asphalt (HMA), Portland cement concrete (PCC), or pavers (including permeable pavement and paver systems). The design and construction of said pavement or pavers shall be of sufficient thickness, reinforcement, and sub-base necessary to provide a durable, dustless surface designed and rated for the traffic it is anticipated to carry. All paved areas shall be so graded and drained as to dispose of all surface water accumulation within the area and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of self-propelled vehicles. No vehicles or trailers shall be parked or storage upon an unpaved surface except as may be permitted within a designated and approved outdoor storage area. See Chapter 165.06, Section 4 for specific design standards.

(5) Curbing. Except for the individual driveways for Single-Family, Two-Family, and Townhouse or Row Dwellings, an integral six-inch Portland cement concrete (PCC) curb shall be provided along the edges of all parking lots, drive aisles, loading area, access drives, and driveways. Openings within the required curbing may be permitted for the purposes of conveying storm water. Prefabricated curbs or wheel stops are prohibited unless specifically approved by the Zoning Administer at their discretion.

(6) Sidewalks. Sidewalks shall be required as necessary to connect parking areas to the building entrances. In addition, at least one sidewalk connection shall be made to the public sidewalk. All sidewalks shall be a minimum 5-feet in width. Sidewalk adjoining parking stalls shall be widened a minimum 2-feet in width as necessary to accommodate vehicle overhang.

(7) Parking Lot Markings and Traffic Control Signage. Parking lots, drive aisles, and driveways shall be marked and signed per the standards within the Manual on Uniform Traffic Control Devices (MUTCD). The location of each parking space shall be identified by surface markings or other effective means and shall be maintained so as to be readily visible at all times.

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(8) Maintenance Required. All paved areas shall be properly maintained at all times, including pavement markings and traffic control signage, to permit the safe access of the site by customers, visitors, and emergency services.

(9) Parking Lot Dimensional Standards. All parking spaces shall be provided in accordance with the SUDAS design standards and the following requirements. Should a conflict between these standards arise, the more restrictive standard shall be applied.

The standard-size parking space or stall shall be at least 9 feet wide and 19 feet long. The length of the parking stall may be reduced by up to two-feet when overhanging open space or a sidewalk that is not less than 7-feet in width.

Required Parking Stall Dimensions		
Degree of Angle	**Stall width**	**Stall length**
0 (Parallel)	10.0 feet	23 feet
30	9.0 feet	34 feet
45	9.0 feet	28 feet
60	9.0 feet	24 feet
90	9.0 feet	19 feet

At the discretion of the Zoning Administrator, alternate parking stall dimensions may be approved for structured parking.

B. Setbacks.

(1) No parking or loading area shall be constructed within a required buffer.

(2) Parking is prohibited within the required parking lot setback areas. However, parking is permitted upon the individual driveway of a Single Family, Two-Family, or Townhouse or Row Dwelling, provided no vehicle or trailer overhangs, crosses, or encroaches upon a sidewalk or street right-of-way.

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(3) Parking Setback Table. The following table identifies the setback requirements for all parking and loading areas. All setbacks are measured from edge of paving.

OFF-STREET PARKING AND LOADING AREA SETBACK TABLE										
REQUIRED SETBACKS	ZONING DISTRICT									
	A-1	R-1	R-2	R-3	R-4	C-1	C-2	C-3	M-1	M-2
Front Yard Setback	30 ft	30 ft	30 ft	30 ft	30 ft	15 ft	15 ft	5 ft	15 ft	15 ft
Side Yard Setback[1]	10 ft[2]	10 ft[2]	10 ft[2]	10 ft[2]	10 ft	10 ft	10 ft	5 ft	10 ft	10 ft
Rear Yard Setback[3]	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
[1]No side yard setback required between adjoining parcels that share a driveway or have interconnected parking lots.										
[2]Side yard setback is 1 ft for individual driveways of Single Family, Two-Family, and Townhouse or Row Dwellings.										
[3]Rear Yard Setback is required from any alley line. A 20 ft setback is required for garages that face an alley.										

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.08 OPEN SPACE, LANDSCAPING AND BUFFERING

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3. DEFINITIONS
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1. STATEMENT OF INTENT

Landscaping and landscaped open spaces provide multiple benefits including energy conservation, increased property values, and an enhanced aesthetic quality throughout the City. Combined, these benefits promote the health and general welfare of the citizens of Indianola. The purpose of this Chapter is to establish minimum standards to achieve the following objectives: preservation of existing vegetation and topsoil; protection of water quality and wildlife habitat; reduction of heat generated from paved surfaces, buffering of incompatible land uses and screening negative site elements; and, enhancement of the overall appearance and natural beauty of the community.

2. APPLICABILITY

These regulations shall apply to new development, the redevelopment of existing sites, all site modifications including building additions and expansions, new parking lots and paved area expansions, and the subdivision of land within all zoning districts.

The approval authority can approve alternative landscaping standards in order to address special or unique circumstances provided the overall intent of this section is met.

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3. DEFINITIONS

The following terms are defined for this chapter:

A. Deciduous Ornamental Tree. A deciduous tree (often an ornamental type tree) that reaches a mature height of less than 30 feet.

B. Deciduous Shade Tree. Defined as a deciduous tree with one vertical stem or trunk which begins branching at a height of six (6) feet or more and has a distinct crown that reaches a mature height of at least 30 feet.

C. Evergreen / Coniferous Tree. Defined as a tree that has needle-shaped or scale like leaves that remain green throughout the year; commonly referred to as pine, fir, and spruce trees. These trees generally reach a mature height of over 25 feet.

D. Invasive Plant Species. A plant reproducing outside its native range and outside cultivation that disrupts naturally occurring native plant communities by altering structure, composition, natural processes or habitat quality. Invasive plants are those plants recognized by the Iowa Department of Natural Resources (Iowa Code; Chapter 317.1A Noxious weeds).

E. No Mow and Low Maintenance Grasses. Defined as cultivated grasses that do not grow taller than 12 inches or require limited mowing to maintain a height of 12 inches or less.

F. Open Space. Any area not covered by a building, structure, parking lot, loading area, driveway, or other similarly paved area. Open space may include sidewalks, trails, pedestrian plazas and patios, and landscaped parking lot islands.

G. Ornamental Grasses. Defined as tall perennial grasses, generally over 24-inches at mature height, that are specifically grown and cultivated for their decorative properties. Most of the commonly used ornamental grasses are non-native, introduced species such as: Feather Reed Grass, Blue Oat Grass, Silvergrass, and Fountain Grass.

H. Prairie Grass Plantings. Native grasses and forbs (flowering plants) found within the native prairie environment typical for the area prior to clearance and cultivation of the land by European settlers. For the purposes of this Chapter, prairie plantings may contain native grasses without forbs to simplify prairie plant installation and maintenance.

I. Turf Grass. A continuous plant coverage consisting of a grass species that is mowed or maintained at an established height of 6 inches or less and can include native and non-native vegetation, e.g., Kentucky Blue Grass, Perennial Ryegrass, Tall Fescue, Fine Fescue, Buffalo Grass.

4. OPEN SPACE AND LANDSCAPING REQUIRED

A. Open Space. All sites shall provide no less than the minimum amount of landscaping as required for each zoning district.

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B. Landscaping.

(1) Ground Cover. All area unencumbered by buildings, paving or hard-surfaced, shall be landscaped with turf grass, prairie grass plantings, plant beds, shrubs, and trees. No mow and low maintenance grasses should not be utilized within the street rights-of-way, within parking lots, and within the front yard area of any site and should be restricted to low traffic and low visibility areas or larger areas within a site intended to be preserved and maintained as a more natural area.

(2) Use of Mulch. Except for single-family and two-family dwellings, wood-based mulch shall be used around all plantings and in all plant beds. Large areas of wood mulch that do not contain plantings shall not be permitted except when used around play structures. Inorganic ground cover material, including rock, chip brick, and synthetic turf (unless part of a designated sport field or play surface), is prohibited except along building foundations, around drainage structures, and in other limited applications as may be deemed acceptable by the Zoning Administrator.

(3) Minimum Open Space Landscape Requirements. The following minimum open space plantings shall be required for all sites except for except for single-family and two-family dwellings. Each single-family and two-family dwellings constructed after the adoption of this ordinance shall be required to plant two (2) trees (ornamental or shade) and four (4) shrubs per lot or unit prior to the issuance of an occupancy permit.

a. One (1) deciduous shade tree, two (2) deciduous ornamental trees, and two (2) shrubs shall be planted for every 2,000 square feet of required open space. However, the minimum required landscape for all sites shall be no less than one (1) deciduous shade tree, two (2) deciduous ornamental trees, and two (2) shrubs.

b. This landscaping is in addition to landscaping required for parking lot landscaping and open space plant materials shall not count towards the fulfillment of any other landscaping requirement.

(4) Off-Street Parking, Driveways and Loading Areas. The following standards shall apply to all off-street parking and loading areas with ten (10) or more parking stalls or with more than 2,500 square feet of paved area. Off-street and loading area required plant materials shall not count towards the fulfillment of any other landscaping requirement.

a. Parking Lot Design.

i. All rows of parking shall be terminated with a curbed landscaped island that is a minimum nine (9) feet wide and no less than 16 feet in length (32 feet in length for head-to-head parking stalls).

ii. No off-street parking or loading area shall be more than 100 feet from a deciduous shade tree located within a landscaped open space area.

iii. Sidewalks that abut the front edge of any parking stall shall be no less than seven (7) feet wide to accommodate a two (2) feet vehicle overhang.

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b. Landscaping Required.

i. All parking lot islands shall be landscaped with a combination of turf grass, prairie grass plantings, plant beds, shrubs, and trees.

ii. Rock, chip brick, pavers, pavement and similar hard surfacing shall not be permitted within a parking lot island. Sidewalks may be constructed within a parking lot island as necessary to accommodate pedestrian circulation.

iii. No less than one (1) deciduous shade tree shall be planted within each required landscaped island.

c. Parking Lot Screening.

i. Whenever an off-street parking area fronts along a public street an average of one (1) deciduous shade tree and two (2) deciduous ornamental trees shall be planted every 50 feet within the parking lot setback area.

ii. Additionally, a minimum three (3) foot tall vehicle headlight screen shall be installed between the parking lot and the adjoining street. This screen can be constructed with any combination of prairie plantings, shrubs, ornamental grasses, earth berming, and low masonry walls.

5. BUFFERING

A. Buffers Required. Buffers are required, as provided in this Chapter, for the following conditions. Properties separated by a public street right-of-way are not considered adjoining for the purposes of this section.

(1) Between any residentially zoned or developed property and any adjoining commercial, office, or industrial uses.

(2) Between any single-family residentially zoned or developed property and any multi-family residential use.

(3) Between any commercial or office zoned or developed property and any industrial use.

(4) Double Frontage Lots. Any proposed single-family residential lot that has both its front and rear lines abutting a street shall have a buffer from the street along its rear yard. No fences or structures shall be permitted within this buffer and the rear yard building setback shall be measured from the buffer yard line.

B. Burden of Providing a Required Buffer. The burden of constructing and maintaining a required buffer shall be determined as follows:

(1) In the case of a buffer required between two (2) undeveloped properties, the property with the more intensive zoning shall be burdened with the buffer requirements.

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(2) In the case of a buffer required between an undeveloped and a developed property, the property proposing the development shall be burdened with the buffer requirements.

(3) In the case of a buffer required between a property proposed for redevelopment and a developed property, the property proposed for redevelopment shall be burdened with the buffer requirements.

(4) Two properties may agree to transfer or share the burden of a required buffer.

C. General Buffer Provisions.

(1) All building and parking lot setbacks shall be measured from the closest edge any required buffer yard.

(2) No structures or parking lots or loading areas may be permitted within a required buffer. Fences, sidewalks, and trails may be permitted within a required buffer except that no fence may be constructed within a buffer that fronts along a street.

(3) Buffer plantings should be in small groupings to appear more natural versus evenly spaced in a line.

(4) Earth berming required within a buffer may vary and undulate to accommodate drainage and to provide a more nature appearance.

D. Buffer Options. The following buffer options may be utilized to meet the buffering requirements of this chapter, unless an alternate standard is established by the Board of Adjustment as a condition for approval of a Special Use Permit conditional use or by the City Council as a condition of a rezoning or site plan approval to mitigate conditions that may otherwise be detrimental to adjoining residential properties.

(1) 30-Foot Wide Buffer.

a. Minimum Width: 30 feet.

b. Landscape Requirements: For every 25 linear feet of required buffer a minimum of 1-overstory tree, 2-evergreen trees, and 6-shrubs shall be planted.

c. Earth Berming: three (3) foot tall.

(2) 60-Foot Wide Buffer.

a. Minimum Width: 60 feet.

b. Landscape Requirements: For every 25 linear feet of required buffer a minimum of 1-overstory trees, 1-evergreen trees, and 3-shrubs shall be planted.

c. Earth Berming: three (3) foot tall.

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(3) Buffer Reduction. Should the burden of a buffer requirement cause a property to become practically undevelopable, at the sole discretion of the Zoning Administrator, the width of a required buffer may be reduced in lieu of the installation of additional landscaping, a minimum six (6) foot tall privacy fence or masonry screen wall, and other measures necessary to mitigate the impact on the property to be buffered.

6. PLANT MATERIALS STANDARDS

A. Plant Materials. All plants shall be of the type and species appropriate for the climate and location being planted. All plant material shall be commercially produced and meet the minimum standards recognized by landscape professionals.

(1) To reduce the threat and impact of plant disease, multiple plant types and species shall be utilized on each site.

(2) No less than 50% of the plant material on an individual site shall be species native to Iowa.

(3) Ornamental and prairie grass plantings must be appropriate in size, scale, quantity, and type for the location they are being placed so not to appear unkept or encroach walkways and driveways.

(4) Prohibited Trees. The City declares that invasive nonnative species as listed by the most recent publication of the Iowa Department of Natural Resources' (IDNR's) list of invasive plant species are a public nuisance that degrades landscaped and natural areas. The City shall prohibit the planting of any nonnative invasive plant species in all public and private properties. The following trees are prohibited:

a. Ash (all species/cultivars)

b. Black Locust

c. Birch, White/Paper

d. Boxelder

e. Eastern Cottonwood

f. Elm (all species/cultivars except Dutch Elm Disease resistant cultivars)

g. Maple, Silver/Norway/Amur

h. Pear (all species/cultivars)

i. Poplar (all species/cultivars)

j. Russian and Autumn Olive

k. Trees with thorns

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(5) Minimum Plant Sizes. All plant sizes shall meet the following size and design requirements:

a. Deciduous Shade Trees – minimum 2.0-inch caliper, measured six (6) inches above the immediate ground level.

b. Deciduous Ornament Trees – minimum 1.5-inch caliper, measured six (6) inches above the immediate ground level.

c. Evergreen / Coniferous Tree – minimum 5-feet in height.

d. Shrubs – minimum three (3) gallon container.

e. Ornamental Grasses – minimum one (1) gallon container.

(6) Plant Locations. All plantings shall comply with the following:

a. In general, all plants shall be sited and spaced in a manner to allow for appropriate growth to mature size.

b. Trees shall be located no closer than six (6) feet to the back of curb along any street or driveway and no closer than four (4) feet to the edge of any parking lot, sidewalk or walkway.

c. Ornamental and prairie grasses with a mature height of over four (4) feet shall not be permitted within the front yard area of any residential property.

d. Landscaping must meet minimum clearances from all fire hydrants and building sprinkler systems as required by the fire department.

e. Deciduous shade trees should not be placed within any public sanitary sewer, storm sewer or watermain utility easement.

f. No landscaping shall be planted in violation of the City's street intersection vision clearance requirements.

g. A permit must be obtained prior to planting any street tree or landscape material in the public right-of-way and shall comply with all City clearance and setback requirements.

(7) Plant Substitutions. Substitution of required plant materials may be made as follows:

a. One (1) deciduous shade tree may be substituted in place of 10 required shrubs.

b. One (1) deciduous ornamental tree may be substituted in place of five (5) required shrubs.

c. One (1) evergreen/coniferous tree may be substituted in place of one (1) required deciduous shade tree.

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d. One (1) deciduous shade tree may be substituted in place of two (2) required deciduous ornamental trees. Deciduous ornamental trees may not be substituted for required deciduous shade trees.

e. Three (3) ornamental grasses may be substituted for one (1) required shrub.

B. Existing Trees and Tree Preservation Credit. The preservation of existing trees on a site is encouraged when they are in good condition and at least 2-inch caliper in size. Such trees may be counted as part of the required number of trees on a site.

A credit of two (2) trees toward the number trees shall be given for each existing tree on a site that is of the type of tree listed in the above sections which is over ten (10) inch caliper in size measured six (6) inches above the immediate ground level. However, this credit may not be applied in reducing the number of required interior parking lot trees, unless the tree is located within the parking lot area.

7. REVIEW AND APPROVAL PROCESS

A. Plan Approval Required. A landscape plan that follows the provisions of this Chapter shall be submitted as part of any application for approval of a Site Plan and as part of any application for approval of a Preliminary Plat that is for a single-family residential subdivision. No building permit shall be issued without an approved landscape plan in accordance with this Chapter.

B. Plan Submittal Requirements. The landscape plan shall be prepared and signed by a licensed landscape architect or other licensed professional with competency in preparing landscape plans. The plan set shall include the following:

(1) Property boundary and general location of all existing and proposed structures, fences, walls, paved areas, parking lots, utilities, easements, and storm water management facilities.

(2) Identification of all required Stream Buffers (see Chapter 104)

(3) Existing and proposed grades.

(4) Identification of all existing landscaping including whether it is to be preserved or removed.

(5) Details for the methods by which existing landscaping planned to be preserved will be protected during site construction.

(6) Identification of all proposed landscaping include plant species and size.

(7) Identification of all proposed ground cover.

(8) Width and details for all required buffers including buffer type and plant quantifies.

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(9) Details of all required screening.

(10) Specifications for soil conditioning and plant installation.

(11) Summary of the following site details:

a. Square footage of the total site area.

b. Sum square footage of all impervious areas.

c. Square footage of the current and proposed building footprint area and paved areas (not including sidewalks, patios, and pedestrian plaza).

d. Required open space calculations and square footage of open space provided.

e. Calculation of the require landscaping and summary of landscape provided.

(12) Other information as required by the Zoning Administrator.

(13) The Zoning Administrator may waive any of these required elements if determined unnecessary to ensure compliance with this Chapter.

C. Final Approval. Prior to approval of a Final Plat for any single-family residential subdivision and prior to issuance of a Certificate of Occupancy for any building, all landscaping must be installed in accordance with the approved landscape plan. Should any of the required landscaping not be installed prior to a request for Final Plat approval or Certificate of Occupancy, due to weather conditions or time of the year, the Zoning Administrator, at their sole discretion, may accept a cash surety or performance bond as a guarantee of installation and approve the Final Plat or issue a temporary Certificate of Occupancy. The surety amount shall be no less than one and one-half (1½) times the cost of installation.

D. Modifications. The Zoning Administrator may administratively review and approve requests for minor changes to any approved landscape plan, such as changes in plant materials or plant locations, provided those changes comply with the requirements of this Chapter and do not materially alter the appearance of the site.

E. Nonconformities. Existing developed sites seeking approval of a building permit or site plan approval for any site modifications including building additions and paving expansions shall attempt to bring the entire property into full compliance with the requirements of this Chapter. At a minimum, all new buildings, building additions, new parking lots, and new paved areas shall comply with the regulations of this Chapter. No site plan or building permit shall be approved that causes or increases a site's nonconformity with this chapter.

8. MAINTENANCE AND REPLACEMENT

A. Maintenance. All property owners shall maintain all landscaping including regular mowing, trimming, and pruning and removal of dead, dying, or diseased plant material and keep the

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property clear from weeds, debris, and litter. Plant material shall be regularly trimmed and pruned to keep from encroaching sidewalks, walkways, driveway, and parking areas.

B. Replacement. The owner of any lot or parcel for which a landscape plan has been approved under this section shall further be responsible for the replacement of any dead, dying, or diseased plant material to remain in compliance with the approved landscape plan. Should a tree for which a landscape credit was given, die, become diseased, or is otherwise removed, the owner of the property on which the tree is located shall replace the tree at the same ratio at which the credit was originally given. Failure to maintain the landscaping in accordance with this provision shall constitute a violation of the site's site plan and/or building permit approval and certificate of occupancy.

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CHAPTER 165
ZONING REGULATIONS

SECTION 165.09 BUILDING DESIGN STANDARDS

1. STATEMENT OF INTENT
2. APPLICABILITY
3. EXCEPTIONS
4. DEFINITIONS
5. GENERAL PROVISIONS
   - A. Building Facadism
   - B. Application of Exterior Building Materials on Primary Facades
   - C. Use of Trim on Primary Façades
   - D. Shutters
   - E. Soffits, Overhangs, and Cornices
   - F. Building Mounted Equipment Screening
6. BUILDING EXTERIOR FINISH MATERIALS
7. STANDARDS BY BUILDING TYPE
   - A. Building Use Types
   - B. Buildings Design Standards by Building Use Type
8. REVIEW AND APPROVAL PROCESS
   - A. Plan Approval Required
   - B. Plan Submittal Requirements

1. STATEMENT OF INTENT

It is the intent of this chapter to establish building design standards to enhance the general appearance, maintain and improve the quality of life of residents and visitors, and protect the value of properties within the City of Indianola. Building design and construction of all buildings shall employing good design principals and quality building materials to be long-lasting and in harmony with the neighboring properties and the City.

All buildings shall employ recognized architectural styles and design principals on all sides and be proportional, with elements in scale. Building exterior materials shall be applied in an authentic and honest manner reflecting the material's purpose, weight, and typical use in order to convey a sense of strength and durability.

2. APPLICABILITY

With the exception of agriculturally related buildings, these regulations shall apply to new development, the redevelopment of existing sites and buildings, and all site and building modifications including building additions and expansions and changes or modifications to building facades. All new buildings, including accessory structures, and additions to existing buildings shall be subject to the standards of this section. However, building expansions or additions, including successive additions, totaling less than twenty percent (20%) of the gross floor

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area of the existing building may use the same or superior exterior building materials and building design that matches that of the existing building.

3. EXCEPTIONS

The regulations of this chapter do apply to changes in building facades but do not apply to building façade maintenance and repair including repainting of existing painted surfaces, window, door, siding and roof replacement with identical or similar materials.

At the full discretion of the City, deviations from these standards may be granted in order to ensure the building addition is aesthetically compatible with the existing building design and appearance.

4. DEFINITIONS

The following terms are defined for this chapter:

A. Primary Façade. All street-facing façades (i.e., all building façades that face or front along a public or private street including highways), and façades with a building's main customer entrance. Buildings may have more than one primary façade as is the case with buildings located on corner lots and double frontage lots. All other façades shall be "secondary" façades.

B. Street Facing Façade. All building façades that have frontage along or face a public or private street at an angle of 45 degrees or less from the street line. This definition includes those building façades separated from the street by a parking lot or open space. This definition does not include frontage along an internal drive that is not classified as a private street.

C. Major Façade Materials. Exterior finish materials that cover at least 5% of a building's façade area. Any material that covers less than 5% of a building façade area shall not be considered a "major" façade material and will not count towards meeting any requirement for use of multiple class 1, 2, and/or 3 materials. A distinctly different color of fired clay brick (full brick or brick veneer) may be considered as an additional Class 1 or Class 2 material for the purposes of meeting the required minimum number of different major façade materials.

D. Façade Area. The total exterior wall area of all vertical or near-vertical faces of a building wall four (4) feet in width or greater when viewed in elevation. Façade area shall be calculated to exclude the wall area resulting from minor projections and recessions from the predominant wall plane less than four (4) feet in depth. Façade area shall be calculated to include the area of parapets, cornices, and similar wall extensions and trim.

E. Accessory Building Standards. Accessory buildings in all non-residential zoning districts, except for temporary and small movable structures including ATMs and donation boxes, shall comply with the building design requirements for the principal building of the lot or parcel on which the accessory building is located. Garages and structured parking shall follow the standards required of the primary building.

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5. GENERAL PROVISIONS

The following provisions shall not apply to agricultural buildings and single-family and two-family dwellings.

A. Building Facadism. Building facadism, defined as the application of false or fake building façades or elements over an existing building façade or roof, is discouraged. Windows or dormers should be in proportion with and match the adjoining roof pitch and have the appearance of being functional and operational. Hip or mansard roofs that only partially conceal a roof well or low slope roof area are also discouraged. Roof parapets and roof top screen walls must have returns along the sides to conceal the edges. Building towers and other above roof building elements must be multi-sided and finished on all sides.

B. Application of Exterior Building Materials on Primary Facades.

(1) Application of Brick and Stone. Heavy exterior materials, such as any type of brick and stone, shall be applied so as to acknowledge its historic use as a building foundation and structure material. Brick or stone that appears to be unsupported or 'float' within a façade shall not be permitted, e.g., stone applied to a roof dormer.

(2) Painting of Brick and Stone. Brick and stone exterior finishes should not be painted, except as may be determined by the Zoning Administrator, at their full discretion, as appropriate based on the building design and architectural style.

(3) Use of EIFS. EIFS shall not be permitted within ten (10) feet of the finished floor elevation of the façade on which it is located.

(4) Thin Brick and Stone Veneer. Thin brick and stone veneer shall comply with the following:

a. Thin brick and stone veneer shall only be used in applications where the actual brick or stone thickness will not be distinguishable or is otherwise addressed by adjustments in the wall plane to provide the appearance of full depth brick or real stone.

b. 'L' shaped brick corner pieces and full-depth brick caps shall be utilized at all corners and edges to maintain the appearance of full-depth brick.

c. Thin brick and stone veneer shall be continued (returned) a minimum of 12-inches around wall corners to further maintain the appearance of full-depth brick or real stone.

C. Use of Trim on Primary Façades. Except where architecturally unsuitable, appropriately scaled trim shall be included around all window and door openings, building corners, roof lines, and façade material transitions located on primary façades.

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D. Shutters. If used, shutters must be in scale with the adjoining opening and be operational or have the appearance of being operational and functional as a true shade or shutter. Each shutter shall be equal to the height, and one-half (1/2) the width of the adjoining opening and shall be paired with a matching shutter on the opposite side of the opening, or alternatively, a single shutter shall be equal to both the height and width of the adjoining opening.

E. Soffits, Overhangs, and Cornices. All building soffits, overhangs, and cornices shall be appropriately scaled with a typical projection of no less than 6 inches, except as may be appropriate based on the architectural style.

F. Building Mounted Equipment Screening (Roof-Top and Exterior-Mounted Mechanical Equipment). All exterior-mounted and all roof-top building HVAC and mechanical equipment, vents, piping, roof access ladder, and utility meters shall be located out of view or otherwise screened from view from all adjacent public or private streets and residential developed or zoned properties. Screening shall be accomplished via landscaping, walls, and building elements or screen walls, or a combination of these methods. For roof-top equipment not adequately screened by the parapet, a supplementary screen shall be provided by the use of prefinished architectural metal panels, stucco panels, masonry walls, or similar building materials. The height of the screen shall be no lower than the height of the equipment. The above provisions shall not apply to solar energy panels.

6. BUILDING EXTERIOR FINISH MATERIALS

For the purpose of this chapter, exterior building materials shall be divided into the following categories. All materials must be utilized in the application as intended by the manufacturer and follow property installation requirements and standards, including management of water migration and installation of appropriate substrate material.

The Zoning Official may recategorize a building material provided below or may categorize a building material not listed below if it finds that the material is similar or of higher quality to the other materials in the same category with regard to durability, quality, and appearance.

BUILDING EXTERIOR FINISH MATERIALS TABLE					
	Class 1	Class 2	Class 3	Class 4	DEFINITIONS
Masonry and Stone (Non-load bearing)					
Brick veneer, fired clay	✓				Fired clay brick, full-veneer masonry wall system
Brick veneer (thin), fired clay		✓			Thin veneer fired clay brick adhered to a wall surface or wall anchoring system, with the appearance of full brick
Brick paneling, fired clay			✓		Prefabricated panels of thin veneer fired clay brick
Brick veneer, synthetic			✓		Synthetic bricks adhered to wall surface or wall anchoring system
Brick paneling, synthetic			✓		Prefabricated panels of synthetic brick adhered to a wall surface or wall anchoring system
Stone veneer, natural	✓				Genuine stone, full-veneer masonry wall system

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BUILDING EXTERIOR FINISH MATERIALS TABLE					
	Class 1	**Class 2**	**Class 3**	**Class 4**	**DEFINITIONS**
Stone paneling, natural		✓			Prefabricated panels of genuine stone adhered to wall surface or wall anchoring system
Stone veneer, synthetic		✓			Synthetic stone adhered to wall surface or wall anchoring system (also referred to as cultured stone)
Stone paneling, synthetic			✓		Prefabricated panels of synthetic stone adhered to a wall surface or wall anchoring system (also referred to as cultured stone)
Terracotta rainscreen panels	✓				Fired clay panels with a rainscreen wall anchoring system
Stucco, genuine	✓				Traditional Portland cement-based stucco applied in 3 coats over a solid surface
	Class 1	**Class 2**	**Class 3**	**Class 4**	**Definitions**
Concrete Masonry Units					
Cast stone	✓				A highly refined architectural precast concrete masonry unit intended to simulate natural-cut stone
Burnished/ground-faced block		✓			Concrete modular blocks, smooth finish with large aggregates visible or polished finish and with mortared joints
Patterned or shaped block		✓			Concrete modular blocks, face surface has pattern or shape, not flat, and with mortared joints
Split-faced block			✓		Concrete modular blocks, rough, split-faced finish, and with mortared joints
Plain, flat-faced block				✓	Concrete modular blocks, plain, flat finish, and with mortared joints
	Class 1	**Class 2**	**Class 3**	**Class 4**	**Definitions**
Concrete					
Architectural quality precast concrete panels	✓				Highest finish precast concrete panels, textured or burnished, and integrally colored - not painted
Cast-in-place concrete, board formed or decorative form liner		✓			Architecturally designed cast-in-place concrete with a high-quality patterned or textured surface created by board forms or decorative concrete form liners
Cast-in-place concrete, plain			✓		Textured or smooth finish, may be painted
Site cast and precast concrete panels			✓		Site cast and precast concrete panels, plain, smooth finish, may be painted
	Class 1	**Class 2**	**Class 3**	**Class 4**	**Definitions**
Metal					
Architectural quality, composite metal wall panel systems	✓				High quality composite metal panels for decorative surface application, such as *Alucobond panel systems*
Architectural quality, insulated metal wall panel systems	✓				High quality insulated metal panels for decorative surface application with concealed fasteners, such as *Centria Formawall Dimension Series*

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BUILDING EXTERIOR FINISH MATERIALS TABLE					
	Class 1	**Class 2**	**Class 3**	**Class 4**	**DEFINITIONS**
Architectural quality metal wall panel systems, concealed fastening		✓			High quality metal panels for decorative surface application with concealed fasteners, such as *Firestone Delta*
Architectural quality metal wall panel systems, exposed fastening			✓		High quality metal panels for decorative surface application with exposed fasteners, such as *Firestone Omega*
Metal (panels, siding, and trim)				✓	Standard metal siding and panels, painted or coated for exterior application
	Class 1	**Class 2**	**Class 3**	**Class 4**	**Definitions**
Glass					
Clear glass (windows, curtain walls, paneling systems)	✓				Clear glass with no visible tint, reflective coating, coloring, or other covering (not including low-e or UV coatings or treatments)
Glass blocks			✓		Hollow translucent block of varying shapes and sizes made entirely from glass. Also, known as glass brick.
Mirrored glass				✓	Glass with a reflective or mirrored coating or finish
Tinted glass (including color applied)			✓		Glass with a tinted or colored coating or finish or otherwise treated to produce a tint that reduces its opacity.
Spandrel Glass	✓				Opaque glass panels with a fire-fused ceramic frit paint; typically used between vision areas of windows to conceal structural columns floors and shear walls
	Class 1	**Class 2**	**Class 3**	**Class 4**	**Definitions**
Other Materials					
Architectural quality fiber cement wall panels textured to resemble stone or metal		✓			The highest quality fiber cement wall panel systems textured to resemble stone or metal with concealed fasteners – such as *Nichiha*
Wood (panels and siding)			✓		Authentic hardwood or exterior rated, rot-resistant wood paneling and siding
Cement fiber board (panels and siding)			✓		Cement panels reinforced with cellulose fibers, such as *HardiePlank* and *HardiePanel*
Exterior Insulation and Finish System (EIFS)			✓		Polystyrene foam covered with a synthetic stucco, water-managed and exterior rated
Composite wood (panels, siding, and trim)				✓	Composite or other synthetic wood types, such as *LP SmartSide*
Vinyl and PVC (panels, siding, and trim)				✓	Exterior siding and trim that is made from a synthetic resin or plastic.
Ceramic			✓		Ceramic tile adhered to a wall surface or wall anchoring system
Translucent wall panel and skylight systems		✓			Polycarbonate panels in a concealed aluminum support system – such as *CPI Daylighting UniQuad*
Fabric					(not permitted)

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	Class 1	Class 2	Class 3	Class 4	Definitions
Roofing Materials					
Standing Seam Metal	✓				Vertically run or horizontal-Bermuda style metal panels connected within interlocking raised seams
Metal roof panel system		✓			High quality metal panels designed for roof application including metal shingles
Metal panel				✓	Standard metal roof panels, designed for roof application
Slate	✓				Natural stone tiles (or shingles) cut from slate, traditionally applied in an overlapping pattern
Tile	✓				Fired clay, ceramic, or concrete roofing tiles applied in an overlaying pattern
Synthetic or composite slate		✓			Molded plastic to mimic the appearance of slate tiles
Green roof	✓				Low-slope roof covered with roof-top plants in a designed roof-top planting system
Simulated metal roofing		✓			Membrane roofing system designed with the appearance of a standing seam metal roof
Membrane or ballast (not visible)		✓			Typical roofing materials for low-slope roofs and is not visible from any adjacent public or private street or residential developed or zoned properties
Membrane or ballast (visible)				✓	Typical roofing materials for low-slope roofs
Asphalt shingles (laminate or dimensional)		✓			Asphalt shingles constructed with a heavy base mat and multiple adhered layers to provide a thicker, dimensional appearance - also known as laminated architectural shingles
Asphalt shingles (3-tab)			✓		Asphalt shingles constructed with a single layer of material and 3 cut shingle "tabs"
Wood shake shingles				✓	Shingle shakes constructed of rot resistance wood, such as cedar
Glass roofing	✓				A roof constructed of glass panels or glass tiles within a glass framing system - also known as a roof glazing system
Fabric				✓	Exterior rated fabric designed for application in a canopy or roofing system

7. STANDARDS BY BUILDING USE TYPE

A. Building Use Types. For the purposes of this chapter, all buildings shall be categorized in the following building use types. Any building type not listed or any question as to the appropriate categorization of a building shall be as determined by the Zoning Administrator. The building design standards shall be regulated by both building use type and the zoning district in which the building is located. Unless otherwise permitted by the Zoning Administrator, all accessory buildings and structures shall comply with the design standards required of the principal building.

(1) Agricultural Building**:** Agricultural related buildings in the A-1 zoning district.

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(2) Single-Family and Two-Family Dwellings: Includes accessory dwellings, bed and breakfast Inns, and Group Homes.

(3) Horizontally Attached Residential: Includes townhouse and row dwellings.

(4) Vertically Attached Residential: Includes apartments, condos, rooming houses, live-work units, community living, homeless shelter, assisted living, skilled care facilities, and continuing care retirement facilities.

(5) Non-Residential Building in Residential Zoning District: Includes schools, churches, places of assembly, community centers, community food and personal support services, cultural facilities, funeral homes and mortuaries, libraries, public facilities, and governmental buildings.

(6) Commercial/Retail Building: Includes single and multi-tenant commercial buildings, day care centers, restaurants, financial institutions, hotels, motels, and recreational and entertainment buildings.

(7) Office and Civic Building: Includes single and multi-tenant office buildings and, when in non-residential zoning districts, schools, churches, places of assembly, community centers, community food and personal support services, cultural facilities, funeral homes and mortuaries, libraries, public facilities, and governmental buildings.

(8) Mixed-Use Building: A multi-story building that contains two (2) or more different uses such as residential and retail and/or office uses.

(9) Industrial Building: A building or structure constructed for an industrial use and located within the A-1, M-1, or M-2 zoning district.

B. Buildings Design Standards by Building Use Type

(1) Agricultural Building**:** No specific standards.

(2) Single-Family and Two-Family Dwellings: All dwellings including accessory structures shall have roofs with a minimum 4-12 pitch, except as may be appropriate based on its architectural style, and be constructed of a combination of Class 1, 2, 3, and 4 building exterior and roofing materials.

(3) Horizontally Attached Residential:

a. All dwellings including accessory structures shall be constructed of a combination of Class 1, 2, 3, and 4 building exterior and roofing materials.

b. Each primary façade shall have no less than three (3) different class 1, class 2, class 3, or class 4 façade materials.

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c. Each dwelling unit shall have its own functional porch, patio, deck, or roof-top patio.

d. The primary façade of each individual unit dwelling must have a change in the wall plane and/or a change in the exterior material type, texture, and/or color to differentiate it from the adjoining units.

(4) Vertically Attached Residential:

a. Each primary façade shall contain no less than three (3) different class 1 or class 2 façade materials, together composing at least 40% of the primary façade area. Class 3 and class 4 façade materials in aggregate shall not exceed 60% of any primary façade area. Class 4 façade materials shall not exceed 5% of any primary façade area.

b. All structures shall utilize Class 1 or 2 roofing materials.

c. Elevated open walkways along the exterior of the building are prohibited.

d. Each dwelling unit shall have its own functional porch, patio, deck, or roof-top patio or access to a shared roof-top or outdoor amenity space.

e. No primary façade shall exceed 60 feet in length without interruption by one or more of the following architectural features:
- Projection or recess in the wall plane of at least two (2) feet in depth.
- Columns, piers, pilasters or other equivalent structural and/or decorative elements.

(5) Non-Residential Building in Residential Zoning District:

a. Each primary façade shall contain no less than three (3) different class 1 or class 2 façade materials, together composing at least 50% of the primary façade area. Class 3 and class 4 façade materials in aggregate shall not exceed 50% of any primary façade area. Class 4 façade materials shall not exceed 5% of any primary façade area.

b. All structures shall utilize Class 1 or 2 roofing materials.

c. No primary façade shall exceed 60 feet in length without interruption by one or more of the following architectural features:
- Projection or recess in the wall plane of at least two (2) feet in depth.
- Columns, piers, pilasters or other equivalent structural and/or decorative elements.

(6) Commercial/Retail Building:

a. Each primary façade shall contain no less than three (3) different class 1 or class 2 façade materials, together composing at least 75% of the primary façade area. Class 3 and class 4 façade materials in aggregate shall not exceed 25% of any primary façade area. Class 4 façade materials shall not exceed 5% of any primary façade area.

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b. At least one street-facing building façade and the façade containing the main building entry, if different from the street façade, shall consist of no less than 20% clear glass fenestrations (windows and full glass doors) on the first level.

c. All structures shall utilize Class 1 or 2 roofing materials.

d. No primary façade shall exceed 60 feet in length without interruption by one or more of the following architectural features:
   - Projection or recess in the wall plane of at least two (2) feet in depth.
   - Columns, piers, pilasters or other equivalent structural and/or decorative elements.

(7) Office and Civic Building:

a. Each primary façade shall contain no less than three (3) different class 1 or class 2 façade materials, together composing at least 75% of the primary façade area. Class 3 and class 4 façade materials in aggregate shall not exceed 25% of any primary façade area. Class 4 façade materials shall not exceed 5% of any primary façade area.

b. All structures shall utilize Class 1 or 2 roofing materials.

c. No primary façade shall exceed 80 feet in length without interruption by one or more of the following architectural features:
   - Projection or recess in the wall plane of at least two (2) feet in depth.
   - Columns, piers, pilasters or other equivalent structural and/or decorative elements.

(8) Mixed-Use Building:

a. Each primary façade shall contain no less than three (3) different class 1 or class 2 façade materials, together composing at least 75% of the primary façade area. Class 3 and class 4 façade materials in aggregate shall not exceed 25% of any primary façade area. Class 4 façade materials shall not exceed 5% of any primary façade area.

b. At least one street-facing building façade and the façade containing the main building entry, if different from the street façade, shall consist of no less than 30% clear glass fenestrations (windows and full glass doors) on the first level.

c. All structures shall utilize Class 1 or 2 roofing materials.

d. No primary façade shall exceed 80 feet in length without interruption by one or more of the following architectural features:
   - Projection or recess in the wall plane of at least two (2) feet in depth.
   - Columns, piers, pilasters or other equivalent structural and/or decorative elements.

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(9) Industrial Building:

a. Each primary façade shall contain no less than two (2) different class 1, class 2, or class 3 façade materials, together composing at least 80% of the primary façade area. Class 4 façade materials in aggregate shall not exceed 10% of any primary façade area.

b. All structures shall utilize Class 1 or 2 roofing materials.

c. No primary façade shall exceed 100 feet in length without interruption by one or more of the following architectural features:
- Projection or recess in the wall plane of at least two (2) feet in depth.
- Columns, piers, pilasters or other equivalent structural and/or decorative elements.

8. REVIEW AND APPROVAL PROCESS

A. Plan Approval Required. As part of the submittal of a site plan for development (with the exception of agriculturally related buildings and single-family and two-family dwellings), architectural plans for buildings shall be submitted for review and approval as part of the site plan application.

The determination of compliance with the provisions and requirements of this section shall be at the sole discretion of the Zoning Administrator and the approval body per the procedures as provided in the Zoning Regulations.

B. Plan Submittal Requirements. The applicant shall submit the following for each proposed building, addition, or renovation subject to this chapter:

(1) Elevations and dimensions of all sides of existing and proposed buildings, including roof mechanical equipment, vents, chimneys, or other projecting items above the roof line.

(2) Elevations and dimensions of all existing or proposed solid waste and recycling containment areas.

(3) Detailed exterior descriptions, including type and color of all exterior building materials, awnings, exterior lighting, mechanical screening material, fencing, metal flashing and the like.

(4) Detailed cut sheets of all proposed exterior light fixtures and an exterior lighting photometric plan, if required by the Zoning Administrator.

(5) In order to aid in evaluating the exterior design, the applicant shall submit plan views showing, if applicable, the locations of windows and doors, major entrances, recessions and projections from the principal planes of facades, loading docks, outdoor storage

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areas, and solid waste and recycling containment areas.

(6) Heating, air conditioning and ventilating and electrical equipment heights, locations and screening materials.

(7) Exterior building and finish material samples and color pallets, if required by the Zoning Administrator.

(8) Other information as may be required by the Zoning Administrator. The Zoning Administrator shall further have the discretion to waive any of the above submittal requirements.

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Information

Subject

First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa creating regulations for adult entertainment and uses.

Information

Roll call is in order.

Attachments

Ordinance Memorandum
Adult Entertainment Ordinance

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: First Consideration of an ordinance amending the City Code of the City of Indianola, Iowa creating regulations for adult entertainment and uses.

At its meeting on June 21, the City Council will consider an ordinance amending the City Code of the City of Indianola, Iowa, creating regulations for adult entertainment and uses. Such regulations are necessary to help implement various elements of the proposed zoning regulations as part of Phase 1 of the development code updates.

The proposed regulations set out permitting of such facilities by the City, inspection of premises, suspension and revocation of such permit, location restrictions (additional to the proposed zoning regulations), and other regulations that such a business shall abide by.

I will attend the June 21 Council meeting if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA CREATING REGULATIONS FOR ADULT ENTERTAINMENT AND USES.

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

Section 1. The following chapter and sections be and is hereby added by inserting the language as follows:

CHAPTER 128
ADULT ENTERTAINMENT AND USES

128.01 PURPOSE AND INTENT.
128.02 DEFINITIONS.
128.03 CLASSIFICATION AND STANDARDS OF CONDUCT AND OPERATION.
128.04 PERMIT REQUIRED.
128.05 ISSUANCE OF PERMIT.
128.06 FEES.
128.07 INSPECTION.
128.08 EXPIRATION OF PERMIT.
128.09 SUSPENSION.
128.10 REVOCATION.
128.11 TRANSFER OF PERMIT.
128.12 LOCATION RESTRICTIONS.
128.13 NONCONFORMING USES.
128.14 ADDITIONAL REGULATION FOR ADULT MOTELS.
128.15 REGULATIONS PERTAINING TO EXHIBITION OF SEXUALLY EXPLICIT FILMS OR VIDEOS.
128.16 EXTERIOR PORTIONS OF SEXUALLY ORIENTED BUSINESSES.
128.17 SIGNAGE.
128.18 PERSONS YOUNGER THAN EIGHTEEN PROHIBITED.
128.19 MASSAGES OR BATHS ADMINISTERED.
128.20 CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED.
128.21 NOTICES.
128.22 INJUNCTION.
128.23 EXEMPTIONS

128.01 PURPOSE AND INTENT.

It is the purpose of this chapter to regulate sexually oriented businesses and related activities to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the City. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent or effect of this chapter to restrict or deny access by adults to sexually

oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this chapter to condone or legitimize the distribution of obscene materials.

128.02 DEFINITIONS.
The following terms are defined for use in this chapter:

1. “Administrator” means the zoning administrator or police chief, and such employees of the police department as the police chief may designate to perform the duties of the administrator under this chapter.
2. “Adult Arcade” means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image producing devices are maintained to show images to five or fewer persons per machines at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.
3. “Adult Bookstore” or “Adult Video Store” means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration, any one or more of the following:
   a. Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations which depict or describe specified sexual activities or specified anatomical area; or
   b. Instruments, devices, or paraphernalia that are designed for use in connection with specified sexual activities.

   A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishments from being categorized as an adult bookstore or adult video store, so long as one of its principal business purposes is the offering for sale or rental for consideration, the specified materials which depict or describe specified sexual activities or specified anatomical areas. A principal business purpose need not be a primary use of an establishment, so long as it is a significant use, based upon the visible inventory or commercial activity of the establishment.
4. “Adult Cabaret” means a commercial establishment that regularly features:
   a. Persons who appear in a state of semi-nudity; or
   b. Live performances that are characterized by the exposure of specified anatomical areas or by specified sexual activities; or
   c. Films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas; or

d. Persons who engage in lewd, lascivious, or erotic dancing or performances that are intended for the sexual interest or titillation of an audience or customers.

5. “Adult Motel” means a hotel, motel, or similar commercial establishment that:
   a. Offers accommodation to the public for any form of consideration, and provides patrons with closed-circuit television transmission, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of specified sexual activities or specified anatomical areas and has a sign visible from the public right-of-way that advertises the availability of these adult types of photographic reproductions; or
   b. Offers a sleeping room for rent for a period of time that is less than twenty-four hours; or
   c. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than twenty-four hours.
6. “Adult Motion Picture Theater” means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown that are characterized by the depiction or description of specified sexual activities or specified anatomical areas.
7. “Adult Theater” means a theater, concert hall, auditorium, or similar commercial establishment that regularly features persons who appear in a state of nudity or live performances that are characterized by the exposure of specified anatomical areas or by specified sexual activities.
8. “Escort” means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.
9. “Escort Agency” means a person or business association who furnishes, offers to furnish, or advertises to furnish, escorts as one of its primary business purposes for a fee, tip, or other consideration.
10. “Establishment” means and includes any of the following:
    a. The opening or commencement of any sexually oriented business as a new business;
    b. The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
    c. The additions of any sexually oriented business to any other existing sexually oriented business; or
    d. The relocation of any sexually oriented business.
11. “Licensed day-care center” means a facility licensed by the state, whether situated within the City or not, that provides care, training, education, custody, treatment, or supervision for more than twelve children under fourteen years of age, where such children are not related by blood, marriage, or adoption to the owner or operator of the facility, of less than twenty-four hours a day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.
12. “Permittee” means a person in whose name a permit to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit.
13. “Nude Model Studio” means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched,

drawn, painted, sculpted, photographed, or similarly depicted by other persons who pay money or any form of consideration.

14. "Nudity" or "State of Nudity" means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast without a fully opaque, complete covering of the breast below a point immediately above the top of the areola, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.
15. "Semi-nude" means a state of dress in which clothing covers no more than the human bare buttock, anus, male genitals, female genitals, or female breast with a fully opaque, complete covering of the breast below a point immediately above the top of the areola, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.
16. "Sexual Encounter Center" means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration:
    a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
    b. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or is semi-nude.
17. "Sexually Oriented Business" means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.
18. "Specified Anatomical Areas" means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.
19. "Specified sexual activities" means and includes any of the following:
    a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;
    b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
    c. Masturbation, actual or simulated; or
    d. Excretory functions as part of, or in connection with, any of the activities set forth in subsections A through C above.
20. "Substantial Enlargement" of a sexually oriented business means the increase in floor areas occupied by the business by more than twenty-five percent from the original premises.
21. "Transfer of Ownership or Control" of a sexually oriented business means and includes any of the following:
    a. The sale, lease, or sublease of the business;
    b. The transfer of securities that form a controlling interest in the business, whether by sale, exchange, or similar means; or
    c. The establishment of a trust, gift, or other similar legal device that transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

128.03 CLASSIFICATION AND STANDARDS OF CONDUCT AND OPERATION.

1. Sexually oriented businesses are classified as follows:

A. Adult arcades;
B. Adult bookstores or adult video stores;
C. Adult cabarets;
D. Adult motels;
E. Adult motion picture theaters;
F. Adult theaters;
G. Escort agencies;
H. Nude model studios; and
I. Sexual encounter centers.

2. The following standards of conduct must be adhered to by entertainers and employees of any sexually oriented business while on the premises:
   A. No employee or entertainer shall be unclothed or in such less than opaque and complete attire, costume, or clothing so as to expose to view any specified anatomical area, except when such entertainer or employee is separated from any and all customers by a window or other partition which is maintained free of holes or other structural openings, which would permit physical contact between such entertainer and employee and any customer within the viewing area, and customers are not permitted within four feet of the window or other partition. However, a single opening in such window or partition, allowing for payment for entertainment, by a customer to the entertainer, shall be permitted and at this point, customers are permitted within two feet of the window or other partition to allow customers to reach the opening.
   B. No employee or entertainer shall perform:

1. Any specified sexual activities; or
2. The displaying of any specified anatomical area, except as provided for in paragraph A of this subsection.

   C. No employee or entertainer who is either not separated from any and all customers, as provided in paragraph A of this subsection, or in an area of the premises not open to customers, shall be unclothed or in less than opaque and complete attire, costume, or clothing, as described in paragraph A of this subsection.
   D. No employee or entertainer shall knowingly touch any specified anatomical area of such employee or entertainer; or no employee or entertainer shall knowingly fondle or caress any specified anatomical area of another person, whether such area is clothed, unclothed, covered or exposed, or knowingly permit another person to fondle or caress any specified anatomical area of such employee or entertainer, whether such area is clothed, unclothed, covered, or exposed.
   E. No entertainer shall be visible from any public place during the hours of his or her employment, or apparent hours of his or her employment, while such entertainer is unclothed or in such attire, costume, or clothing to expose to view any specified anatomical area or while performing any entertainment, either while clothed or unclothed.
   F. No entertainer shall solicit, demand, or receive any payment or gratuity from any customer for any act prohibited by this chapter.

G. No entertainer shall receive any payment of gratuity from any customer, except through an opening at the window or partition separating such entertainer from a customer, as described in paragraph A of this subsection.

3. At any sexually oriented business, the following are required:
   A. A sign, on which upper-case letters are at least two inches high and lower-case letters are at least one inch high, shall be conspicuously displayed in the common area at the principal entrance and shall read as follows:
      THIS ADULT ENTERTAINMENT BUSINESS IS REGULATED BY THE CITY OF INDIANOLA, IOWA.
      ENTERTAINERS ARE:
      1. Not permitted to engage in any type of sexual conduct on the premises or in prostitution;
      2. Not permitted to be unclothed or in such less than opaque and compete attire, costume or clothing so as to expose to view any portion of the breasts below the top of the areola, or any portion of the pubic region, buttocks and/or genitals, except when separated from customers by the window or partition between the entertainers and customers.
      3. Not permitted to receive any payment or gratuity from any customer, except through an opening in their window or partition separating such entertainer from a customer.

128.04 PERMIT REQUIRED.

1. It is unlawful for a person to operate a sexually oriented business without a valid permit issued by the administrator.
2. An application for a permit must be made on a form provided by the City. The application must be accompanied by a sketch or a diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
3. The applicant must be qualified according to the provisions of this chapter, and the premises must be inspected and found to be in compliance with the law by the health department, fire department, building official and zoning official.
4. If a person who wishes to operate a sexually oriented business is an individual, they must sign the application for a permit as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a ten percent or greater interest in the business must sign the application for a permit as applicant. If a corporation is listed as owner of a sexually oriented business or the entity that wishes to operate such a business, each individual having ten percent of greater interest in the corporation must sign the application for a permit as applicant.
5. The fact that a person possesses other types of state or city permits and/or licenses does not exempt said person from the requirement of obtaining a sexually oriented business permit.
6. Applications for a permit, whether original or renewal, must be made to the administrator by the intended operator of the enterprise. Applications must be submitted by hand delivery to the office of the administrator during regular working

hours. Application forms shall be supplied by the administrator. The intended operator shall be required to give the following information on the application:

A. The name, street address (and mailing address, if different), and Iowa driver's license number of the intended operator;
B. The name and street address (and mailing address if different) of the owner;
C. The name under which the establishment is to be operated and a general description of the services to be provided;
D. The telephone number of the establishment;
E. The address and legal description of the tract of land on which the establishment is to be located;
F. If the establishment is in operation; the date on which the owner acquiring the establishment began operations as a sexually oriented business at the location for which the permit is sought; and
G. If the establishment is not in operation, the expected start-up date (which shall be expressed in number of days from the date of issuance of the permit). If the expected start-up date is to be more than ten days following the date of issuance of the permit, then a detailed explanation of the construction, repair, or remodeling work or other cause of the expected delay and a statement of the owner's time schedule and plan for accomplishing the same.
H. Statement that the applicant has not been convicted of a felony or released from confinement for conviction of a felony, whichever event is later, within five years immediately preceding the application, or has not been convicted of a misdemeanor or released from confinement for conviction of a misdemeanor, whichever event is later, within two years immediately preceding the application, where such felony or misdemeanor involved sexual offenses, prostitution, sexual abuse of a child or pornography and related offenses, as defined in the Code of Iowa, federal law, or the statutes of any other state, or controlled substance or illegal drugs or narcotics offenses, as defined in the Code of Iowa, federal law or the statues of any other state, or has not been convicted of a municipal ordinance violation or released from confinement for conviction of a municipal ordinance violation, whichever event is later, within two years immediately preceding the application, where such municipal ordinance involved indecent exposure, prostitution or the possession or sale of controlled substances or illegal drugs or narcotics.

7. The application shall be accompanied by the following:
   A. Payment of the application fee in full.
   B. If the establishment is an Iowa corporation, a certified copy of the articles of incorporation, together with all amendments thereto.
   C. If the establishment is a foreign corporation, a certified copy of the certificate of authority to transact business in the state, together with all amendments thereto.
   D. If the establishment is a partnership formed under the laws of the State, a certified copy of the certificate of partnership and the qualification documents, together with all amendments thereto.
   E. If the establishment is a foreign partnership, a certified copy of the certificate of partnership and the qualification documents, together with all amendments thereto.

F. Proof of the current fee ownership of the tract of land on which the establishment is to be situated in the form of a copy of the recorded deed.
G. If the persons identified as the fee owners of the tract of land in item F are not also the owners of the establishment, then the lease, purchase contract, purchase option contract, lease option contract, or other document evidencing the legally enforceable right of the owners or proposed owners of the establishment to have or obtain the use and possession of the tract or portion thereof that is to be used for the establishment for the purpose of the operation of the establishment.
H. Any of items B through G above shall not be required for a renewal if the applicant states that the documents previously furnished the administrator with the original application or previous renewals thereof remain correct and current.

8. The application shall contain a statement under oath that:
   A. The applicant has personal knowledge of the information contained in the application and that the information contained therein and furnished therewith is true and correct; and
   B. The applicant has read the provisions of this chapter.
9. A separate application and permit shall be required for each sexually oriented business.

128.05 ISSUANCE OF PERMIT.

1. The administrator shall approve the issuance of a permit to an applicant within thirty days after receipt of an application unless the administrator finds one or more of the following to be true:
   A. An applicant is under eighteen years of age.
   B. An applicant or an applicant's spouse is overdue in payment to the City of taxes, fines, or penalties assessed against said applicant or spouse or imposed in relation to a sexually oriented business.
   C. An applicant has failed to provide information reasonably necessary for issuance of the permit or has falsely answered a question or request for information on the application form.
   D. An applicant is residing with a person who has been denied a permit by the City to operate a sexually oriented business within the preceding twelve months, or residing with a person whose permit to operate a sexually oriented business has been revoked within the preceding twelve months.
   E. The premises to be used for the sexually oriented business has not been approved by the health department, fire department, building official and zoning official as being in compliance with applicable laws and ordinances.
   F. The permit fee required by this chapter has not been paid.
   G. An application of the proposed establishment is in violation of or is not in compliance with applicable laws and ordinances.
2. The permit, if granted, shall state on its face the name of the person to whom it is granted, the expiration date and the address of the sexually oriented business. The permit shall be posted in a conspicuous place at or near the entrance to the sexually oriented business that it may be easily read at any time.

3. The health department, fire department, building official and zoning official shall complete their certification that the premises is in compliance or not in compliance within twenty days of receipt of the application by the administrator. The certification shall be promptly presented to the administrator.
4. In the event that the administrator determines that an applicant is not eligible for a permit, the applicant shall be given notice in writing of the reasons for the denial within forty-five days after the receipt of the application by the administrator, provided that the applicant may request, in writing, that such period be extended for an additional period of not more than ten days at any time before the notice is issued in order to make modifications necessary to comply with this chapter.
5. An applicant may appeal the decision of the administrator regarding a denial to the Board of Adjustment by filing a written notice of appeal with within fifteen days after the applicant is given notice of the administrator's decision. The notice of appeal shall be accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The administrator may submit a memorandum in response to the memorandum filed by the applicant on appeal to the Board of Adjustment. After reviewing such memoranda, as well as the administrator's written decision, if any, and exhibits submitted to the administrator, the Board of Adjustment shall vote either to uphold or overrule the administrator's decision. Such vote shall be taken within twenty-one calendar days after the date on which the notice of appeal is received. However, all parties shall be required to comply with the administrator's decision during the pendency of the appeal.

128.06 FEES.
The annual fee for a sexually oriented business permit shall be as set by Resolution of the City Council. This fee is to be used to pay for the cost of the administration and enforcement of this chapter. Fees may be adjusted by action of City Council from time to time.

128.07 INSPECTION.
An applicant or permittee shall permit representatives of the police department or other city or state department or agencies to inspect the premises of a sexually oriented business for the purpose of insuring compliance with the law, at any time it is occupied or open for business.

128.08 EXPIRATION OF PERMIT.
1. Each permit shall expire one year after the date of issuance and may be renewed only by making application as provided herein. Application for renewal should be made at least thirty days before the expiration date and when made less than thirty days before the expiration date, the expiration of the permit will not be affected.
2. When the administrator denies renewal of a permit, the applicant shall not be issued a permit for one year from the date of denial. If, subsequent to the denial, the administrator finds that the basis for denial of the renewal permit has been corrected or abated, the applicant may be granted a permit if at least ninety days has elapsed since the date the denial became final.

128.09 SUSPENSION.
The administrator shall suspend a permit for a period not to exceed thirty days if it is determined that the permittee or an employee of a permittee has:

1. Violated or is not in compliance with any section of this chapter;
2. Become impaired or intoxicated through the use of alcoholic beverages or controlled substances while on the sexually oriented business premises;
3. Refused to allow an inspection of the sexually oriented business premises as authorized by this chapter;
4. Knowingly permitted illegal gambling by any person on the sexually oriented business premises.

128.10 REVOCATION.

1. The administrator shall revoke a permit if a cause of suspension in Section 128.09 occurs and the permit has been suspended within the preceding twelve months.
2. The administrator shall also revoke a permit if it is determined that:
   A. A permittee gave false or misleading information in the material submitted during the application process.
   B. A permittee or an employee has knowingly allowed possession, use or sale of controlled substances on the premises.
   C. A permittee or an employee has knowingly allowed prostitution on the premises.
   D. A permittee or an employee knowingly operated the sexually oriented business during a period of time when the permittee's permit was suspended.
   E. A permittee or an employee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the premises.
   F. A permittee is delinquent in the payment to the City or state for any taxes or fees past due.
   G. The owner or operator of the establishment knowingly allowed a person under eighteen years of age to enter an establishment.
   H. There was a change of owner or operator for which a transfer application was not filed in a timely manner.
3. When the Administrator revokes a permit, the revocation shall continue for one year, and the permittee shall not be issued a sexually oriented permit for one year from the date revocation became effective. If, subsequent to revocation, the administrator finds that the basis for the revocation has been corrected or abated, the applicant may be granted a permit if at least ninety days has elapsed since the date the revocation became effective.

128.11 TRANSFER OF PERMIT.
A permittee shall not transfer the permit to another, nor shall a permittee operate a sexually oriented business under the authority of a permit at any other place than the address designated in the application.

128.12 LOCATION RESTRICTIONS.
A sexually oriented business shall be permitted in any I-3 zoned heavy industrial district, provided that:

1. The sexually oriented business may not be operated within 2,000 feet of:
   A. A church or synagogue or regular place of religious worship;
   B. A public or private elementary or secondary school;
   C. A boundary of any residential district;
   D. A public park;
   E. A licensed day-care center;
   F. Another sexually oriented business; or
   G. Residential lot or residence.
2. A sexually oriented business may not be operated in the same building, structure or portion thereof, containing another sexually oriented business.
3. For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church, synagogue, a regular place of worship, or a public or private elementary or secondary school or to the nearest boundary of an affected public park, residential district or residential lot, or licensed day-care center.
4. For purposes of subsection 3 of this section, the distance between any two sexually oriented business uses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

128.13 NONCONFORMING USES.

1. Any business lawfully operating on the effective date of the ordinance codified in this chapter (July 28, 2021) that is in violation of the configuration requirements with regard to structure and location contained in this chapter shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed two years, unless sooner terminated for any reason or voluntarily discontinued for a period of thirty days or more. Such nonconforming uses shall not be increased, enlarged, extended, or altered except that the use may be changed to a conforming use. If two or more sexually oriented businesses are within 2,000 feet of one another and otherwise in a permissible location, the sexually oriented business that was first established and continually operating at a particular location is the conforming use and the later established business is nonconforming.
2. A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business permit, of a church, synagogue or regular place of worship, public or private elementary school or secondary school, licensed day-care center, public park, or residential district within 2,000 feet of the sexually oriented business. This provision applies only to the renewal of a valid permit and does not apply when an application for a permit is submitted after a permit has expired or has been revoked.

128.14 ADDITIONAL REGULATION FOR ADULT MOTELS.

1. Evidence that a sleeping room in a hotel, motel or a similar commercial establishment has been rented and vacated two or more times in a period of time

that is less than ten hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this chapter.

2. It is unlawful if a person, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that does not have a sexually oriented business permit, rents or sub-rents a sleeping room to a person and, within ten hours from the time the room is rented, rents or sub-rents the same sleeping room again.

For purposes of subsection 2 of this section, the term "rent" or "sub-rent" means the act of permitting a room to be occupied for any form of consideration.

128.15 REGULATIONS PERTAINING TO EXHIBITION OF SEXUALLY EXPLICIT FILMS OR VIDEOS.

A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty square feet of floor space, a film, video cassette, or other video reproduction that depicts "specified sexual activities" or "specified anatomical areas", shall comply with the following requirements:

1. Upon application for a sexually oriented permit, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus, or minus six inches. The director may waive the foregoing diagram for renewal application if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
2. The application shall be sworn to be true and correct by the applicant.
3. No alteration in the configuration or location of a manager's station may be made without prior approval of the administrator.
4. It is the duty of the owners and operator of the premises to ensure that at least one employee is always on duty and situated in each manager's station that any patron is present inside the premises.
5. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the

manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.

6. It shall be the duty of the owners and operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the view area specified in subsection 5 remains unobstructed by any doors, walls, merchandise, display racks or other material at all times and to ensure that no patron is permitted access to any area of the premises that has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection 1 of this section.
7. No viewing room may be occupied by more than one person at a time.
8. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access to an illumination of not less than one foot-candle as measured at the floor level.
9. It shall be the duty of the owners and operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

128.16 EXTERIOR PORTIONS OF SEXUALLY ORIENTED BUSINESSES.

1. It is unlawful for an owner or operator of a sexually oriented business to allow the merchandise or activities of the establishment to be visible from a point outside the establishment.
2. It is unlawful for an owner or operator of a sexually oriented business to allow the exterior portion of the sexually oriented business to have flashing lights or any words, lettering, photographs, silhouettes, drawings or pictorial representations of any manner except to the extent permitted by the provisions of this chapter.
3. It is unlawful for the owner or operator of a sexually oriented business to allow exterior portions of the establishment to be painted any color other than a single achromatic color. This provision shall not apply to a sexually oriented business if the following conditions are met:
   A. The establishment is a part of a commercial multi-unit center; and
   B. The exterior portions of each individual unit in the commercial multi-unit center, including the exterior portions of the business, are painted the same color as one another or are painted in such a way so as to be a component of the overall architectural style or pattern of the commercial multi-unit center.
   C. Nothing in this chapter shall be construed to require the painting of an otherwise unpainted exterior portion of a sexually oriented business.

128.17 SIGNAGE.

1. Notwithstanding any other City ordinance, code or regulation to the contrary, it is unlawful for the owner or operator of any sexually oriented business or any other person to erect, construct, or maintain any sign for the sexually oriented business other than the primary sign and one secondary sign, as provided herein.
2. Primary signs shall have no more than two display surfaces. Each such display surface shall:
   A. Not contain any flashing lights;
   B. Be a flat plane, rectangular in shape;

C. Not exceed seventy-five square feet in area; and
D. Not exceed ten feet in height or ten feet in length.

3. Primary signs shall contain no photographs, silhouettes, drawings, or pictorial representations in any manner, and may contain only the name of the enterprise.
4. Each letter forming a word on a primary sign shall be of solid color and each such letter shall be the same print-type, size and color. The background behind such lettering on the display surface of a primary sign shall be of a uniform and solid color.
5. Secondary signs shall have only one display surface. Such display surface shall:
   A. Be a flat plane, rectangular in shape;
   B. Not exceed twenty square feet in area;
   C. Not exceed five feet in height and four feet in width; and
   D. Be affixed or attached to any wall or door of the enterprise.
6. The provisions of paragraph A of subsection 2 and of subsections 3 and 4 shall also apply to secondary signs.

128.18 PERSONS YOUNGER THAN EIGHTEEN PROHIBITED.

1. It is unlawful to allow a person who is younger than eighteen years of age to enter or be on the premises of a sexually oriented business at any time the sexually oriented business is open for business.
2. It shall be the duty of the operator of each sexually oriented business to ensure that an attendant is always stationed at each public entrance to the sexually oriented business during regular business hours. It shall be the duty of the attendant to prohibit any person under the age of eighteen years from entering the sexually oriented business. It shall be presumed that an attendant knew a person was under the age of 18 unless such attendant asked for and was furnished:
   A. A valid operator's, commercial operator's or chauffeur's driver's license; or
   B. A valid personal identification certificate issued by the state reflecting that such person is 18 years of age or older.

128.19 MASSAGES OR BATHS ADMINISTERED.

It is unlawful for any establishment, regardless of whether it is a public or private facility, to operate a massage salon, massage parlor, or any similar type of business where any physical contact with the recipient of such services is provided, unless licensed by the State of Iowa.

128.20 CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED.

The permittee of a sexually oriented business shall not allow the possession or consumption on premises by any person of any alcoholic beverage, wine or beer. No person shall possess or consume any alcoholic beverage, wine or beer on the premises of any sexually oriented business.

128.21 NOTICES.

1. Any notice required or permitted to be given by the director or any other City office, division, department, or other agency under this chapter to any applicant, operator, or owner of an establishment may be given either by personal delivery or by certified

United States mail, postage prepaid, return receipt requested, addressed to the most recent address as specified in the application for the permit, or transfer application that has been received by the director, or any notice of address change that has been received by the director. Notices mailed as above shall be deemed given upon their deposit in the United States mail. In the event that any notice given by mail is returned by the postal service, the director shall cause it to be posted at the principal entrance to the establishment.

2. Any notice required or permitted to be given to the administrator by any person under this chapter shall not be deemed given until and unless it is received in the office of the administrator.
3. It is the duty of each owner who is designated on the permit application and each operator to furnish a notice to the administrator in writing of any change of residence or mailing address.

128.22 INJUNCTION.
A person who operates or causes to be operated a sexually oriented business without a permit or otherwise violates this chapter is subject to a suit for injunction as well as prosecution for criminal violations.

128.23 EXEMPTIONS.
It is a defense to prosecution under this chapter that a person appearing in a state of nudity did so in a modeling class operated by:

1. A proprietary school licensed by the State of Iowa of a college, junior college or university supported entirely or partly by taxation; or
2. A private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college or university supported entirely or partly by taxation.

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

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

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

this _____ day of _____, 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2021, and was published on _____, 2021.

_____
Andrew J. Lent, City Clerk

Information

Subject

First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa creating regulations for massage establishments and technicians.

Information

Roll call is in order.

Attachments

Memorandum on Massage Ordinance
Massage Establishments Ordinance

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: First Consideration of an ordinance amending the City Code of the City of Indianola, Iowa creating regulations for massage establishments and technicians.

At its meeting on June 21, the City Council will consider an ordinance amending the City Code of the City of Indianola, Iowa, creating regulations for massage establishments and technicians. Such regulations are necessary to help implement various elements of the proposed zoning regulations as part of Phase 1 of the development code updates.

The proposed regulations require all message establishment and technicians be licensed by the State of Iowa

I will attend the June 21 Council meeting if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA CREATING REGULATIONS FOR MASSAGE ESTABLISHMENTS AND TECHNICIANS.

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

Section 1. The following chapter and sections be and is hereby added by inserting the language as follows:

CHAPTER 127
MASSAGE ESTABLISHMENTS AND TECHNICIANS

127.01 PURPOSE.
127.02 DEFINITIONS.
127.03 STATE LICENSE REQUIRED.
127.04 DISPLAY OF LICENSE
127.05 PENALTY.
127.06 SEVERABILITY CLAUSE.

127.01 PURPOSE.

The State of Iowa licenses massage therapists under the provisions of Iowa Code Chapter 152C. State licensed massage therapists and businesses offering massage therapy services perform an important service in addressing the health and well-being of residents. Unfortunately, there are businesses that advertise they provide massage therapy and/or other therapeutic services, but engage in various illegal activities, which may include prostitution and/or human trafficking. This article is not intended to discourage legitimate, licensed massage therapists or massage therapy businesses from providing their services. The purpose of this ordinance is to identify and address businesses that engage in the practice of massage therapy without valid licenses and/or are involved in illegal activities, which may include prostitution and/or human trafficking. Businesses providing massage therapy, but also conducting various types of illegal activity, are harmful to the health, safety, and welfare of the city and negatively impact the massage therapy profession.

127.02 DEFINITIONS.

For the purposes of this article, the following words and phrases have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended.

1) "Massage therapist" means a person licensed under Iowa Code Chapter 152C to practice the health care service of the healing art of massage therapy

2) "Massage therapy business" means any business or place of business, including mobile, temporary, and transient businesses, wherein, or on whose behalf, any of the treatments, techniques, or methods of treatment referred to as "massage therapy" are administered, practiced, used, given, advertised or applied.

127.03 STATE LICENSE REQUIRED.

The practice of massage therapy, as defined in Iowa Code Chapter 152C, is prohibited by unlicensed individuals. It is unlawful for a person to engage in or offer to engage in the practice of massage therapy, or use in connection with the person's name, the initials "L.M.T." or the words "licensed massage therapist", "masseur", "masseuse", or any other word or title that implies or represents that the person practices massage therapy, unless the person possesses a license issued under the provisions of Iowa Code Section 152C.3.

127.04 DISPLAY OF LICENSE.

Each massage therapist shall keep his/her license in possession at all times while doing business in the city and shall, upon request of a prospective customer or city official, exhibit the license as evidence of compliance with all requirements of this article.

127.05. PENALTIES

a) A violation under this article is declared to be a municipal infraction in addition to a misdemeanor and any person, or in connection with one or more persons or as principle, agent, or accessory found violating any provision of this article, shall be subject to the general penalty provisions of the Indianola Municipal Code, Chapter 4 to include both criminal and/or civil penalties.
b) The chief of police, or designee, shall place in a highly noticeable location a placard stating Unsafe to Enter; Unlicensed Massage Therapy Must Cease and is subject to criminal and/or civil penalty per Indianola Municipal Code, Chapter 4. This notice shall remain posted until a valid state license is obtained or other legal use has been established.
c) No person shall remove the placard posted pursuant to subsection (b) of this section without approval of the chief of police or designee.
d) No person, or in connection with one or more persons or as principle, agent, or accessory shall continue to offer "massage therapy" services after a massage therapy business has been placarded as unsafe for entry unless the chief of police or designee has approved removal of the placard.

127.06 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 this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

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

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

this _____ day of _____, 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

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

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

_____
Andrew J. Lent, City Clerk

Information

Subject
Official Zoning Map

Information

Attachments

Zoning Map Memorandum
Zoning Map Changes
Zoning Map Ordinance

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: An ordinance amending the Municipal Code of the City of Indianola, Iowa, adopting an amended Official Zoning Map of Indianola, Iowa.

As the Council is aware, the City is in the process of reviewing its current development code as it relates to Elevate Indianola, the City's Comprehensive Plan, which was adopted in May 2020. Based on this review, various amendments to those codes are proposed. These updates are part of a two-phase process. Phase 1 of this process includes revisions to the Zoning Regulations (Chapter 165) and Site Plan (Chapter 166) regulations. Once Phase 1 is complete, Phase 2 will begin which will include a review of Plantings in Parking (Chapter 141), Sign Regulations (Chapter 167), and Subdivision Regulations (Chapter 170). Additionally, the Elevate Indianola calls for a Parkland Dedication Ordinance that will be reviewed in Phase 2. As such, a new zoning map shall be reviewed and adopted that conforms to the new regulations. The current and proposed districts are shown below:

CURRENT		PROPOSED	
A-1	Agricultural	A-1	Agricultural / Open Space Zoning District
A-2	Mixed Agricultural		
R-1	Single-Family Residential	R-1	Single-Family Residential Detached Zoning District
R-2	Single- and Two-Family Residential	R-2	Single-Family Residential Attached Zoning District
R-3	Mixed Residential	R-3	Multi-Family Residential Zoning District
R-4	Multiple-Family [Residential]		
R-5	Planned Residential	PUD	Planned Unit Development
R-6	Mobile Home Residential	R-4	Manufactured Home Park Zoning District
C-1	Office Park Commercial District	C-1	Neighborhood Commercial Zoning District
C-2	Highway Commercial	C-2	Highway Commercial Zoning District
C-3	General Retail and Office	C-3	Downtown Mixed-Use Zoning District
C-4	Planned Commercial District	PUD	Planned Unit Development

M-1	Limited Industrial	M-1	Limited Industrial Zoning District
M-2	General Industrial	M-2	General Industrial Zoning District

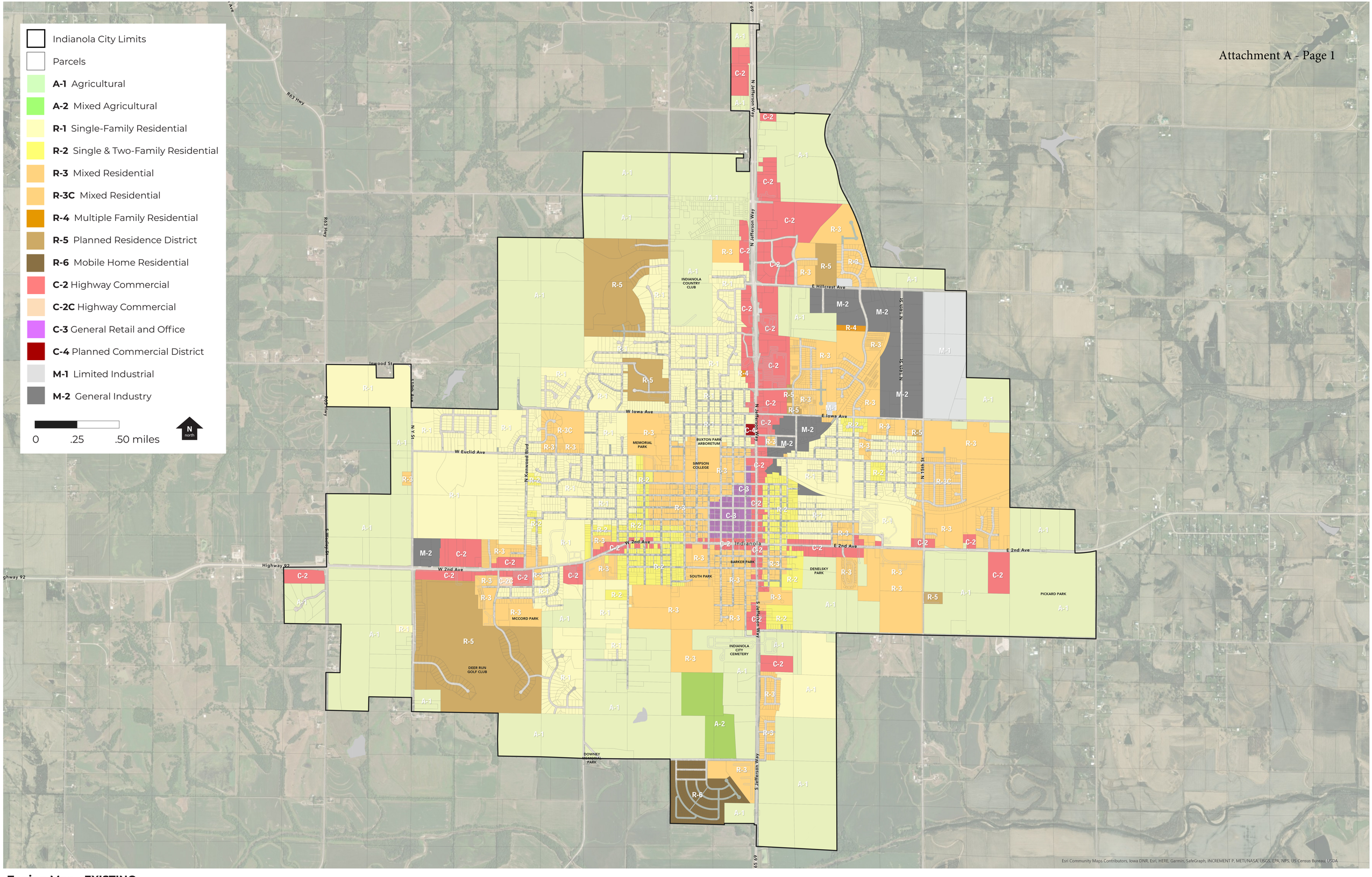
In summary:

1. The current A-1 and A-2 Districts will be combined into a proposed A-1 District
2. The current R-3 District will mostly change to the proposed R-2 District. Those properties which currently contain intended multi-family structures will change to the proposed R-3 District. However, those properties that have converted single-family dwellings into multi-family dwellings will change to the proposed R-2 District.
3. The current R-4 District will change to the proposed R-3 District.
4. The current R-5 District and the C-4 District will change to the proposed PUD District.
5. The current R-6 District will change to the proposed R-4 District.
6. All other district will remain unchanged.

Other than those currently zoned R-3 properties which contain intended single-family dwelling that have been converted to multi-family dwellings, the proposed zoning map does not create any non-conforming uses. The current and proposed zoning maps are attached to the agenda, and can also be viewed here: https://www.indianolaiowa.gov/991/Development-Code-Update

The regulations and restrictions imposed in the districts, and the boundaries of the districts created by this chapter may be amended from time to time by the Council, but no such amendment shall be made without public hearing before the Council and after a report has been made upon the amendment by the Commission. At its meeting on June 8, the Planning and Zoning Commission reviewed this item, and recommended approval to the Council, with the condition that the McCord Estates Subdivision be zoned in the R-2, Single-Family Residential Attached Zoning District.

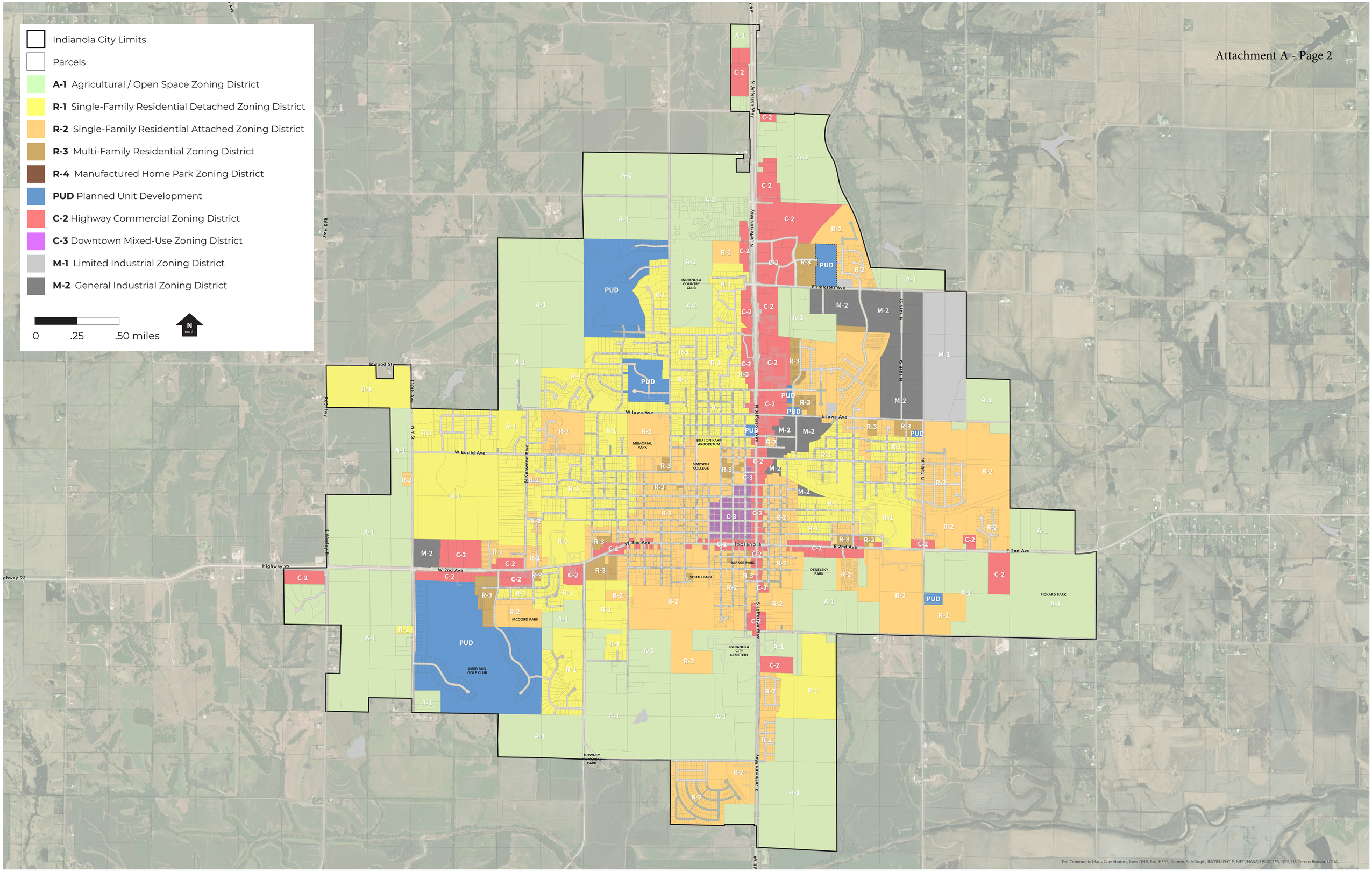
I will attend the June 21 Council meeting if you have any questions.



Zoning Map - EXISTING

Indianola, Iowa

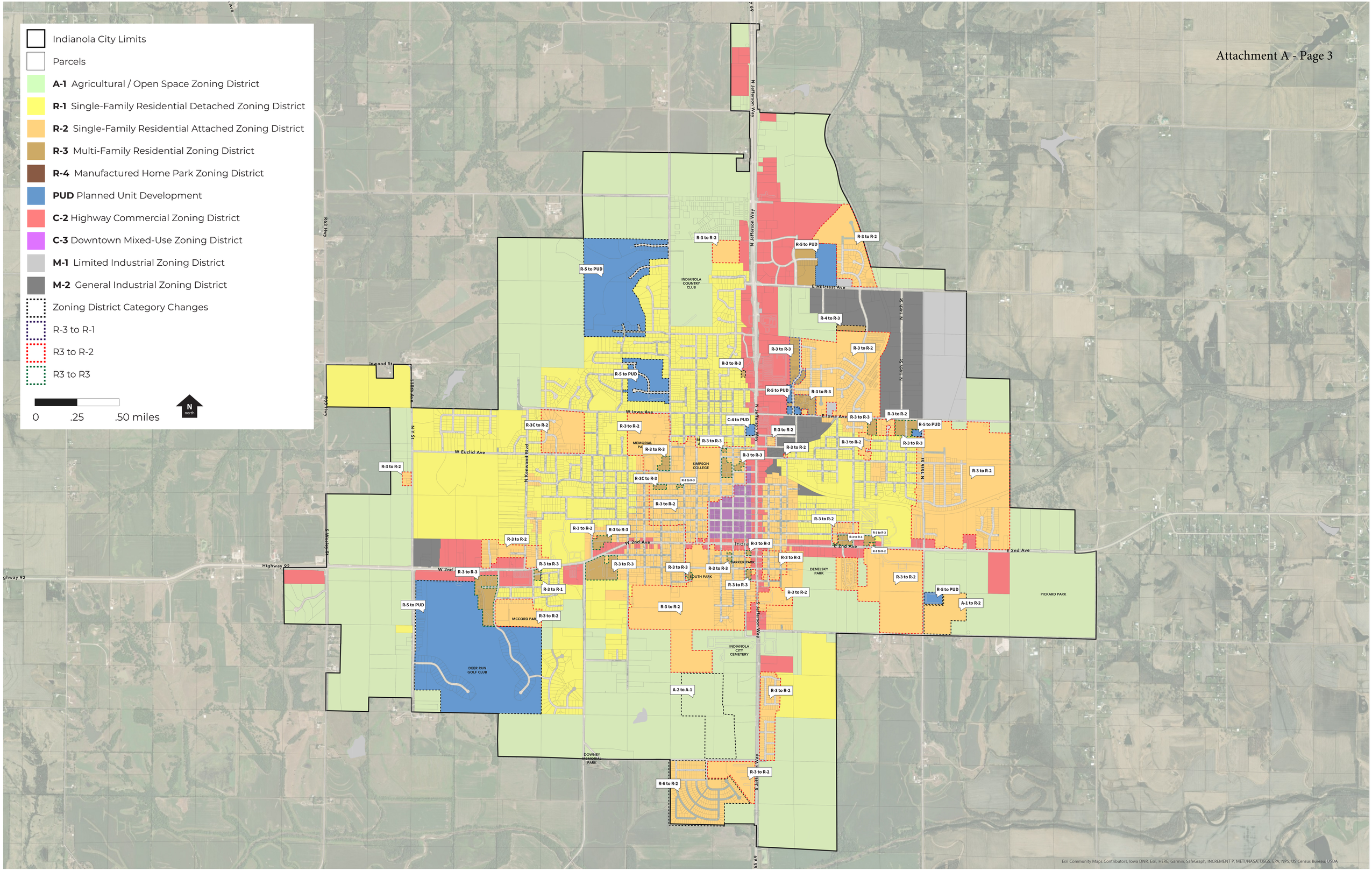
DRAFT JUNE 2021



Zoning Map - PROPOSED

Indianola, Iowa

DRAFT JUNE 2021



Zoning Map - PROPOSED CHANGES

Indianola, Iowa

DRAFT JUNE 2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA BY ADOPTION OF THE OFFICIAL ZONING MAP OF INDIANOLA, IOWA.

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the Official Zoning Map of Indianola, Iowa by adoption of a new zoning map.

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

Section 1: The Official Zoning Map of Indianola, Iowa is shown on Attachment A.

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

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

PASSED AND APPROVED this _____ day of _____ 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

First reading:
Second reading:
Third reading:
Publication Date:

Information

Subject

Public Hearing regarding the adoption of an amended Official Zoning Map of Indianola, Iowa.

Information

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

Attachments

No file(s) attached.

Information

Subject

First Consideration of an ordinance approving an amended Official Zoning Map of Indianola, Iowa

Information

Roll call is in order.

Attachments

No file(s) attached.

Information

Subject

Resolution approving a preliminary plat for Fox Run Plat 2.

Information

Roll call is in order.

Attachments

Fox Run Memorandum
Staff Report
Application
Preliminary Plat
Resolution Approving Preliminary Plat

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving a Preliminary Plat for Fox Run Plat 2.

At its June 7 meeting, the City Council will be asked to approve a Preliminary Plat for Heritage Hills Plat 11. The preliminary plat submitted creates 12 lots with 11 single-family lots and one multi-family lot that proposes 36 units. All lots will be accessed by a new, internal road that will connect North 7th street and East Norwood Avenue, and proposes a private hammerhead drive for the 36 multi-family units. This plat also creates an outlot located on the north side that will be used for stormwater management. According to the applicant, the property owner wishes to donate this outlot to the City for park ground.

At its meeting on May 11, the Planning and Zoning Commission reviewed this request and, on a 6-0 vote, recommended the preliminary plat request be approved. The report submitted to the Planning and Zoning Commission, as well as the proposed subdivision plat and application, are attached to this memo.

I will attend the June 21 Council meeting if you have any questions.

Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: May 11, 2021

Agenda Item: 7.F. Consider recommendation on request for approval of a Preliminary Plat for Fox Run Plat 2.

Application Type: Preliminary Plat

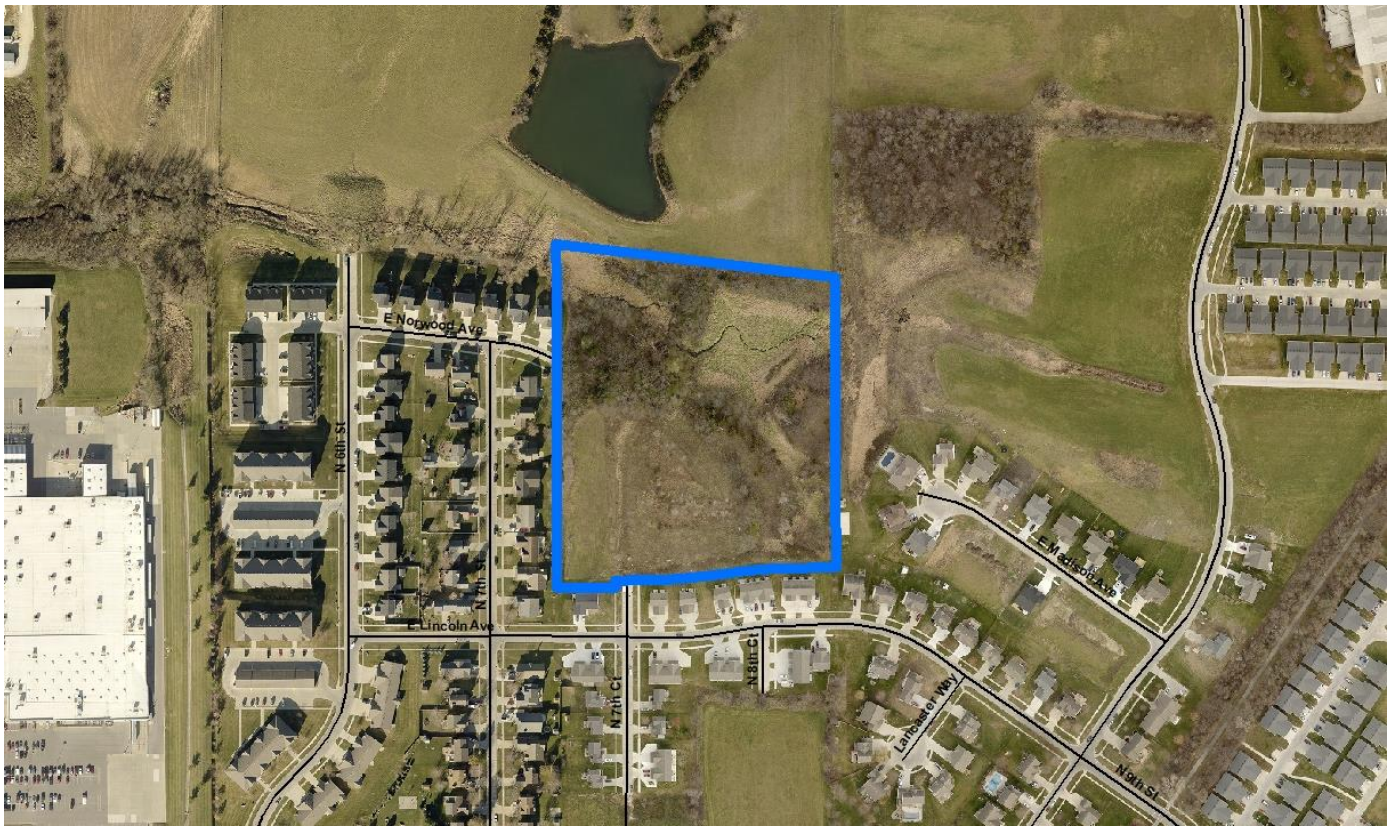
Applicant: Josh Rabe of Downing Construction

Zoning: R-3, Mixed Residential

Comprehensive Plan Designation: Low/Medium Density Residential

Application Summary: Request for preliminary plat approval of residential subdivision that includes 12 lots with 11 single-family lots and one multi-family lot that proposes 36 units.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

170.05 PRELIMINARY PLATTING PROCEDURE.

1. The owner or developer of any tract of land to be subdivided shall cause a preliminary plat to be prepared, a plat of the subdivision containing the information specified herein and shall file twelve (12) copies and an electronic copy with the Clerk.
2. Preliminary plats shall be filed with the Clerk at least fifteen (15) days prior to scheduled Commission meetings. Adjoining property owners shall be notified of preliminary plats by first class mail at least ten (10) days prior to Commission meetings.
3. The Clerk shall immediately transmit three (3) copies of the preliminary plat to the Commission for study and recommendation.
4. The Commission shall examine the plat as to its compliance with this chapter, and the comprehensive plan of the City and shall have thirty (30) days to submit a recommendation to the Council provided that the owner or developer may agree to an extension of time not to exceed sixty (60) days. A copy of the recommendation shall be forwarded to the owner or developer.
5. The Council, upon receipt of the Commission's recommendation, or after thirty (30) days, or any extension thereof shall have passed, shall by resolution grant approval or reject the preliminary plat. If the preliminary plat is rejected, the Council will advise the owner or developer of any changes which are desired or should have consideration before approval will be given. Upon making such changes, the developer may resubmit the preliminary plat for approval by the Commission and the Council. Approval of the preliminary plat by the Council shall constitute approval to proceed with the preparation of the final plat but shall not be deemed approval of the subdivision.

170.09 PRELIMINARY PLAT REQUIREMENTS. The preliminary plat shall contain the following information:

1. A location map showing:
    A. The subdivision name.
    B. An outline of the area to be subdivided.
    C. The existing streets and public or community utilities, if any, on adjoining property.
    D. North point and scale.
2. A preliminary plat of the subdivision drawn to the scale of fifty (50) feet to one (1) inch, provided that if the resulting drawing would be over thirty-six (36) inches in its shortest dimension, a scale of one hundred (100) feet to one (1) inch may be used, said preliminary plat to show:
    A. The legal description, acreage and the name of the proposed subdivision.
    B. The name and address of the owner.
    C. The name of the person who prepared the plat, and the date thereof.
    D. The location of existing lot lines, streets, public utilities, water mains, sewers, drainpipes, culverts, watercourses, bridges, railroads and buildings in the proposed subdivision.
    E. Contours at vertical intervals of not more than two (2) feet, based upon City datum, except that where the slope of the land exceeds twenty-five percent (25%), five (5) foot intervals shall be sufficient.
    F. The location and widths, other dimensions and names of the proposed streets, utility easements and other open spaces or reserved areas.
    G. A statement concerning the location and approximate size or capacity of utilities proposed to be installed.
    H. Tract boundary lines showing dimensions, bearings, angles, and references to known lines or bench marks.
    I. The names and addresses of adjacent property owners.
    J. Proposed building lines.
    K. Grades of proposed streets.
    L. A cross-section of the proposed streets showing the roadway location, type and width of surfacing, the type drainage and other improvements to be installed.
    M. The location of proposed wells and/or water mains and sewage disposal system if a public or community system is used.
    N. The drainage of the land including proposed storm sewers, ditches, culverts, bridges and other structures.
    O. North point and graphic scale.
    P. The location and dimension of sidewalks to be installed.
    Q. Indicate the current Iowa Department of Natural Resources requirement in a note placed on the plat, if applicable.
    R. Indicate current flood zones as determined by FEMA with the platted area.

170.11 DESIGN STANDARDS — STREETS.

1. General Considerations that must comply with the current Iowa Statewide Urban Design Standards for Public Improvements ("SUDAS").
    A. The street and alley layout shall provide access to all lots and parcels of land within the subdivision.
    B. Street jogs of less than 150 feet shall be avoided.
    C. Cul-de-sacs shall not exceed 700 feet in length.
    D. New subdivisions shall make provisions for continuation and extension of thoroughfares and collector streets and roads.
    E. No dead-end streets will be permitted except at subdivision boundaries and in no event shall any dead-end street be in excess of 500 feet.
    F. Thoroughfare and collector streets in a subdivision shall extend through to the boundaries thereof, unless a terminal point within the subdivision is shown in the master street plan.
    G. Alleys shall be discouraged in residential areas but shall be provided in commercial and industrial areas unless other suitable public or private access to loading and service areas is provided.
    H. Intersection of road centerlines shall be between 80 degrees and 100 degrees.

I. Intersection of more than two (2) streets at a point shall not be permitted.

J. Where parkways or special types of streets are proposed, the Commission may apply special standards for the design of such parkways or streets.

K. Proposed streets that are extensions of or in alignment with existing streets shall bear the name of the existing street. Names of new streets shall avoid duplication of or similarity to existing names of streets, or public and semi-public buildings and areas.

L. Streets, avenues, places and courts shall be named in the following manner:

General direction	*Long streets*	*Short streets*
North and south	Streets	Courts
East and west	Avenues	Places
Diagonal	Roads	Ways
Curving	Drives	Lanes

2. Minimum rights-of-way shall be provided as follows:
   A. Thoroughfares — 100 feet. In addition, access spacing on thoroughfares is as follows: (i) Intersection spacing - 600' minimum; (ii) Entrance spacing - 300' minimum; (iii) Separation of Entrance from Intersection - 150' minimum. (Ord. 1499 – Aug. 12 Supp.)
   B. Residential collector streets — 70 feet.
   C. Commercial collector streets — 80 feet.
   D. Residential streets — 60 feet.
   E. Cul-de-sacs — 110 feet in diameter.
   F. Alleys — 20 feet.
3. The minimum width of surfacing to be provided shall be as follows:
   A. Reserved.
   B. Reserved.
   C. Commercial collector streets:
      (1) Parallel parking — 49 feet.
      (2) Angle parking — 61 feet.
   D. Residential street — 25 feet or 31 feet within the discretion of the Council.
   E. Cul-de-sacs — 85 feet in diameter.
   F. Alleys — 20 feet.
   G. Sidewalks — 4 feet.
4. Grades. No street grade shall be less than one-half of one percent and shall not exceed the following limits:
   A. Thoroughfare streets — 4 percent.
   B. Collector streets — 6 percent.
   C. Residential streets — 8 percent.

170.12 DESIGN STANDARDS — BLOCKS.

1. The length of blocks shall be not less than 240 feet and not more than 1,250 feet in length.
2. Blocks shall be of sufficient width to permit two (2) tiers of lots of appropriate depth and in no case shall the width be less than 240 feet, except where a single tier of double frontage lots parallels a limited access highway, a thoroughfare, drainage course, railroad or other barrier, the width shall be not less than 50 feet.
3. Crosswalks may be required in blocks over 700 feet long or in areas where curbed streets require excessive out of the way travel. If required, they shall be constructed by the developer. Right-of-way for crosswalks shall not be less than 30 feet, nor more than 45 feet.

170.13 DESIGN STANDARDS — LOTS.

1. All lots shall abut on a street or place. Corner lots which abut on a thoroughfare or collector street shall have a minimum radius of 25 feet at the intersection.
2. Sidelines of lots shall approximate right angles to straight street lines and radial angles to curbed street lines except where a variation will provide better lot layout.
3. Lots with double frontage shall be avoided, except in specific locations where good planning indicates their use. In that event a planting screen shall be provided along the rear of the lot.

4. Corner lots shall not be less than 80 feet in width and interior lots shall not be less than 70 feet in width at the building line.
5. Lot depth shall not exceed 2½ times the width.
6. No lot shall have less area than required by the Zoning Ordinance for the district in which it is located.

170.14 EASEMENTS.

1. Easement not less than 15 feet in width shall be provided along each side of the front yard lot lines of all lots, and in the case of corner lots, the side street yard, and along such other lot liens as may be required by public and private utility companies.
2. Easements of greater width may be required for trunk lines, pressure lines, open drainage courses or high voltage lines and shall be provided as determined by the utility or Council.
3. Utility easements shall convey to the City, its successors and assigns, the perpetual right within the areas shown on the plat and described in the easement, to construct, reconstruct, operate and maintain electric lines consisting of poles, wires, cables, conduits, fixtures, anchors and other similar equipment, including the right to trim or remove trees within such areas where necessary to secure a clearance of 4 feet from the wires or poles, together with the right to extend to any telephone, telegraph, electric or power company, the right to use separately or jointly with the City, the areas included in the easement for the purposes above enumerated.

170.15 PARKS, SCHOOL SITES AND PUBLIC AREAS.

1. In subdividing property, consideration shall be given to suitable sites for schools, parks, playgrounds and other common areas for public use so as to conform to any recommendations of the most current Comprehensive Plan. Any provision for schools, parks and playgrounds should be indicated on the preliminary plan in order that it may be determined when and in what manner such areas will be provided or acquired by an appropriate taxing agency.

170.16 NATURAL DRAINAGE COURSES. Whenever any stream or important surface drainage course is located in an area which is being subdivided, the subdivider shall provide an adequate easement along each side of the stream for the purpose of widening, deepening, sloping. improving or protecting the stream or drainage course.

170.17 EROSION CONTROL (DESIGN STANDARDS). Methods for controlling soil erosion shall be in accordance with current Iowa Department of Natural Resources Standards and requirements of NPDES permit.

170.18 PLANNED DEVELOPMENTS.

1. Purpose. The purpose of this provision is to permit and encourage subdivider's to utilize imaginative and innovative concepts in the design, layout and development of subdivisions.
2. Intent. It is not the intent of this provision to lessen the number, size, extent, or type of improvements required by this chapter, but to permit the reasonable and necessary modification of the requirements in order to allow development of subdivisions which do not utilize a conventional layout for blocks, lots, streets and other features. It is the intent of this provision that any such modification or change in requirements be in harmony with the spirit of this chapter.
3. Procedure. The procedure for the submission and approval of plats for planned developments shall be the same as for other plats as set forth elsewhere in this chapter.

170.19 SANITARY SEWERS. The subdivider shall at the subdivider's expense provide the subdivision with a complete sanitary sewer system including all necessary pumping stations, force mains, pumping equipment and other appurtenances. which shall connect with a sanitary sewer outlet or treatment facility approved by the Council. The sewers shall extend to the subdivision boundaries as necessary to provide for the extension of the sewers by adjacent property. Where sewers in excess of fifteen (15) inches in diameter are required, the additional cost shall be borne by the City.

170.20 PROHIBITED DISCHARGE. No storm water, surface water, ground water, roof runoff, swimming pool, subsurface drainage, cooling water or unpolluted water shall be discharged into the City sanitary sewer system. Any such discharge into the City sanitary sewer system shall be deemed a public nuisance and a municipal infraction.

170.21 STORM DRAINS.

1. The subdivider shall, at the subdivider's expense, provide the subdivision with adequate drains, ditches, culverts, complete bridges, storm sewers, intakes and manholes to provide the collection and removal of all surface waters. These improvements shall extend to the boundaries of the subdivision so as to provide for extension by adjoining properties. Where oversize storm sewers or drainage structures are required to serve other areas of the watershed, the additional cost shall be borne by the developer.
2. The subdivider shall, at the subdivider's expense, provide the subdivision with a storm sewer system to adequately handle a five (5) year rain storm. The system shall include culverts, ditches, intakes, manholes, or any structure deemed necessary. All such structures shall meet the City of Indianola Standard Specifications. In addition, the subdivider shall, at the subdivider's expense, provide the subdivision with overland drainage courses and easements to adequately handle storm water in excess of a five (5) year rain storm and up to a 100-year rain storm. For any subdivision containing new streets, the system shall be designed by a licensed engineer registered to practice in the State of Iowa.
    A. Each lot shall be provided with minimum six (6) inch diameter storm sewer service line that is a minimum of four (4) feet below ground level, stubbed to the property line, unless the Director of Community Development determines that sump lines can be taken to an existing overland drainage area. The sump pump line shall be a minimum of one and a half (1½) inches in diameter.
    B. The storm sewer system line shall be made of reinforced concrete pipe or polyvinyl chloride (PVC) pipe. The sump pump lines shall be made of PVC, PVC Truss, or PVC corrugated pipe. All structures shall be built in accordance with City of Indianola Standard Construction Specifications for Subdivisions.
    C. The storm sewer system shall be large enough to provide for anticipated extension of use to serve additional areas, as set out in Indianola Comprehensive Plan.
    D. Storm sewer service lines shall be connected to the City storm sewer system at intakes, manholes, or directly into the City storm sewer pipe. Tapping storm sewer service lines into the City storm sewers shall be by using approved methods.

Should it not be possible to install a storm sewer service, as described above, alternate plans may be submitted for review by the City's consulting engineer and City staff.

170.22 WATER. The subdivider shall at the subdivider's expense provide the subdivision with a complete water main supply system including hydrants, valves and other appurtenances which shall be extended into and through the subdivision to the boundary lines, and which shall provide a water connection for each lot and shall be connected to the City water system. Fire hydrants shall be uniform throughout the subdivision and shall meet the standards and design approved by the Utilities Board of Trustees. Where water mains in excess of eight (8) inches are required, the additional cost shall be borne by the City if the area is zoned R-2 or R-3. If at the time the main is to be installed the area in question is zoned R-4, any commercial or any industrial classification, the subdivider may be required to put in a water main in excess of eight (8) inches at the subdivider's own expense. Whether the City shall pay a portion of the additional cost shall be discretionary with the Board of Trustees. Water mains shall extend to the boundaries of the subdivision so as to provide for extension by adjoining properties.

170.23 SIDEWALKS. The subdivider, developer or owner of the lot shall at their expense provide a four-foot wide concrete sidewalk along each lot frontage prior to the occupancy of the structure on the lot except as otherwise provided herein. In commercial or industrial areas where it can be demonstrated that there will be limited or no need for sidewalks, the Council may waive or modify the requirement for the installation of sidewalks after review and report from the Commission. The Council may waive the sidewalk requirement on cul-de-sacs. Any such waiver shall not be acted upon until the Council has received the recommendation of the Commission.

170.24 MARKERS. The subdivider shall at the subdivider's expense place an iron rod not less than one-half inch in diameter and twenty-four (24) inches in length as follows:

1. Set in concrete three (3) feet deep at the intersection of all lines forming angles in the boundary of the subdivision, and at all street intersections.
2. At lot corners and changes in direction of block and lot boundaries.

170.25 GRADING. The subdivider shall at the subdivider's expense bring all streets and alleys with the platted area which are being dedicated for public use to the grade approved by the Council.

170.26 CURB AND GUTTER. The subdivider shall at the subdivider's expense install curb and gutter on all streets in the plat being dedicated for public use. Curb and gutter shall be constructed of Portland cement concrete in accordance with designs and specifications and at grades approved by the Council.

170.27 EROSION CONTROL (REQUIRED IMPROVEMENTS). The subdivider shall be responsible for controlling soil erosion and surface water runoff within the subdivision during its construction and development and shall provide erosion and runoff control measures as work progresses on site grading, the installation of sewers or other improvements or phases of work. Insofar as practical, erosion control measures shall be undertaken prior to any other development within the subdivision which will contribute to runoff or erosion.

170.28 SURFACING. The subdivider shall at the subdivider's expense surface all streets being dedicated for public use from curb to curb. Surfacing shall consist of not less than six (6) inches of Portland cement concrete over a prepared subgrade and shall be constructed in accordance with designs and specifications and at grades approved by the Council. Where a surface width in excess of thirty-one (31) feet is required, the cost of the additional surface width, which shall be assumed to be the center portion of the roadway surface, shall be paid by the City. On collector and thoroughfare streets where a higher standard than is herein required or a thickness of greater than eight (8) inches is deemed necessary by the Council, the additional cost shall be borne by the City. Where unimproved street right-of-way exists the owner or developer at the owner's or developer's own expense shall improve such right-of-way as required by this section for the entire width of the lot or lots (or for the entire width and the length of the lot or lots in the case of lot or lots bordered by more than one street) prior to or contemporaneous with the development of the lot or lots. The owner or developer shall also improve all other portions of unimproved street right of way serving such areas.

170.29 SPECIFICATIONS. The type of construction, the materials, the methods, the standards of subdivision improvements and the maintenance bonds shall be in accordance with the specifications found in a bound volume which is entitled Iowa Statewide Urban Design and Specification for Public Improvements which is on file in the Clerk's office. The Council may from time to time amend by resolution the standard construction specifications for subdivisions found in the volume. The Clerk shall keep a record of all amendments made to the specifications. Plans and specifications for subdivisions shall be submitted to the Community Development for approval prior to construction, and construction shall not be started until the plans and specifications have been approved.

170.30 APPROVAL OF PLANS AND SPECIFICATIONS. The approval of plans and specifications relative to improvements required by this chapter shall be effective for a period of two (2) years after the approval. If the required improvements are not in place and accepted by the City within the times specified, the approval shall lapse, and construction shall not be started and construction under way shall cease until resubmitted plans and specifications have been approved. The City shall have the right, at the time of the new request for approval, to require the subdivider to use the type of construction, the materials, the methods and standard of subdivision improvements equal to the specifications of the City for like work which are in effect at that time. The City may also require that the subdivider comply with any amended ordinance or ordinances relative to improvements under this chapter or any successor chapter relative to subdivision improvements which have been adopted between the time of initial approval and the renewed approval as herein required. The reapproval as required by this section specifically applies only to the plans and specifications relative to subdivision improvements and has no application as to lot sizes, setbacks, lot boundaries, street location or other platting requirements which shall be final on Council approval unless changed by some other method permitted by law.

170.31 INSPECTION. The subdivider or developer shall cause the installation of all improvements to be inspected to ensure compliance with the requirements of this chapter. The cost of the inspection shall be borne by the subdivider or developer. All inspection reports and certificates of compliance shall be filed with the Clerk before any improvements are accepted by the Council. Before accepting any portion of paving, storm water improvement or sanitary sewer system and maintenance thereof which has been constructed under the provisions of Sections 170.19 and Section 170.29 above, the Council reserves the right to have all mains within the sewer system to be dedicated, televised in order to determine whether they have been properly constructed. The televising shall be at the expense of the subdivider or party making the dedication.

170.32 ACCEPTANCE. All of the improvements required in this chapter under Sections 170.19 through 170.28 shall, upon their completion, inspection, approval and acceptance by the City of Indianola, become the property of the City.

170.33 ELECTRIC SERVICE. The City, by and through Indianola Municipal Utilities, shall extend electric service to the subdivision and shall make electric service available to each lot in the subdivision that is within Indianola Municipal Utilities' assigned area of service pursuant to Iowa Code Chapter 476. The City, by and through Indianola Municipal Utilities, shall install street lighting that is within Indianola Municipal Utilities' assigned area of service pursuant to Iowa Code Chapter 476 to current Indianola Municipal Utilities' standards and specifications. In residential subdivisions, all electric lines, including individual house service lines installed by the owner or developer, shall be placed underground.

170.34 CHARGE FOR INSTALLATION OF ELECTRICAL SERVICE. The City, by and through Indianola Municipal Utilities, reserves the right to make a reasonable charge to be paid by the developer, builder or owner for any service extended as provided by Section 170.33 above. Said charges may be changed from time to time, but shall be in accordance with a schedule of charges set by the Indianola Municipal Utilities Board of Trustees

170.37 VARIANCES. Where the strict application of standards or requirements established by this chapter would cause substantial hardship or impose unreasonable restrictions on the development of a tract of land because of natural or physical conditions or limitations not created by the owner or developer, the Commission may recommend and the Council may grant such variances from these standards or requirements as may be necessary to permit the reasonable development of the land while preserving the intent of this chapter.

170.38 ENFORCEMENT. In addition to other remedies and penalties prescribed by law, the provisions of this chapter shall not be violated subject to the following:

1. No plat of survey, plat or subdivision in the City or within two (2) miles thereof shall be recorded or filed with the County Auditor or County Recorder, nor shall any plat or subdivision have any validity until it complies with the provisions of this chapter and has been approved by the Council as prescribed herein.
2. No more than two (2) building permits for principal structures issued for each separate tract existing at the effective date of this chapter unless the tract shall have been platted in accordance with the provisions contained herein except planned multiple-family, commercial or industrial complexes under a common ownership and constructed in accordance with an overall site development plan.
3. No public improvements over which the Council has control shall be made with City funds, nor shall any City funds be expended for street maintenance, street improvements, or other services in any area that has been subdivided after the adoption of the regulations in this chapter unless such subdivision and streets have been approved in accordance with the provisions of this chapter and the street accepted by the Council as a public street.
4. Any persons who shall dispose of or offer for sale or lease any lots in the City, addition thereto, or within one mile thereof until the plat shall have been approved, acknowledged and recorded as provided by this chapter and Chapter 354, Code of Iowa, shall forfeit and pay fifty dollars ($50.00) for each lot or part thereof sold, disposed of, leased, or offered for sale.
5. No occupancy compliance certificate required by the Zoning Ordinance shall be issued until and unless all improvements required by this chapter have been made in accordance with the City's plans and specifications and accepted by the Council or as may otherwise be provided for elsewhere in this chapter.

ANALYSIS

The preliminary plat submitted creates 11 single-family lots and one multi-family lot that will contain 36 units within six buildings that will each contain six row units. This development will be accessed by a new, internal road that will connect North 7th street and East Norwood Avenue, and proposes a private hammerhead drive for the 36 multi-family units. This plat also creates an outlot located on the north side that will be used for stormwater management. This proposed development provides an average density of about 4.51 units per acre.

The comprehensive plan identifies a park to be located generally in this area, on the north side of this property. According to the applicant, the property owner wishes to donate Outlot X to the City for park ground.

Staff has reviewed the plat as to its conformance to the regulations listed herein. Fox Engineering has also provided professional assistance regarding the drainage review of this site. As of the writing of this staff report, there were a few comments outstanding on both the preliminary plat and the stormwater management plan; however, none of those comments will have an effect on the design of this subdivision as presented, and the remaining stormwater management comments can continue to be addressed with the review of the construction documents.

Letters were mailed to property owners within 200 feet of this property on April 30, 2021.

ALTERNATIVES

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

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

RECOMMENDATION

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

1. The City Council review the recommendation once all outstanding staff comments on the preliminary plat have been satisfied.

LAND DIVISION APPLICATION

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

PROPERTY OWNER

(Last Name) JOHASEN ENTERPRISES LLC
(First Name) _____
(Address) 2929 Westown Pkwy, Ste. 100
(City) West Des Moines (State) IA (Zip) 50266-1319
(Phone) _____ (Email) _____

APPLICANT (if not Property Owner)

(Last Name) Rabe
(First Name) Josh
(Address) 509 E Scenic Valley Ave.
(City) Indianola (State) IA (Zip) 50125
(Phone) (515) 808-1390 (Email) joshr@downingconstruct.com

☐ PLAT OF SURVEY

Submittal Requirements:

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

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

☒ PRELIMINARY PLAT

Submittal Requirements:

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

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

☐ FINAL PLAT

Submittal Requirements:

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

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

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

Signature _____

Name (printed) JOSH RABE **Date** 4-22-21

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

Date Received: _____
Receipt No: _____
Receipt Amount: _____

FOX RUN PLAT 2

PRELIMINARY PLAT - 2021

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Cap # 11579 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⧗	⧗
Control Point	⊙CP	
Bench Mark	◔	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

FEATURES	EXISTING	PROPOSED
Spot Elevation	X 1225.25	X 1225.25
Contour Elevation		
Fence (Barbed, Field, Hog)	X	X
Fence (Chain Link)	//	//
Fence (Wood)	O	O
Fence (Silt)	o	
Tree Line		
Tree Stump		
Deciduous Tree \\ Shrub		
Coniferous Tree \\ Shrub		
Communication	C(*)	C
Overhead Communication	OC(*)	OC
Fiber Optic	FO(*)	FO
Underground Electric	E(*)	E
Overhead Electric	OE(*)	OE
Gas Main with Size	G(*)	G
High Pressure Gas Main with Size	HPG(*)	HPG
Water Main with Size	W(*)	W
Sanitary Sewer with Size	S(*)	S
Duct Bank	DUCT(*)	DUCT
Test Hole Location for SUE w/ID		

(*) Denotes the survey quality service level for utilities

Sanitary Manhole	⊘	⊘
Storm Sewer with Size	ST(*)	ST
Storm Manhole	⊘	⊘
Single Storm Sewer Intake	▭	
Double Storm Sewer Intake	▭▭	
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve	⋈	⋈
Water Service Valve	⊖	⊖
Well	Ⓦ	Ⓦ
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	EB
Electric Transformer	E	E
Traffic Sign		
Communication Pedestal	C	C
Communication Manhole	Ⓒ	Ⓒ
Communication Handhole	C	C
Fiber Optic Manhole	Ⓕ	Ⓕ
Fiber Optic Handhole	FO	FO
Gas Valve		
Gas Manhole	Ⓖ	Ⓖ
Gas Apparatus	G	G
Fence Post or Guard Post	●	●
Underground Storage Tank	UST	
Above Ground Storage Tank	AST	
Sign		
Satellite Dish		
Mailbox		
Sprinkler Head	+	+
Irrigation Control Valve	⋈ICV	⋈ICV

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (IA-AMES-DSM)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1 N=7409428.00 E=18545909.71 Z=936.27
FND ⅝" REBAR YPC, 7884. SE CORNER PROPERTY +- 25' SOUTH OF SW CORNER BASKETBALL COURT (AS SHOWN ON SURVEY)

CP2 N=7409342.65 E=18545285.20 Z=944.72
FND ⅝" REBAR YPC. SW CORNER PROPERTY, +-5' EAST OF PEDESTAL (AS SHOWN ON SURVEY)

CP3 N=7409341.44 E=18545428.43 Z=947.92
SET CUT "X" AT BACK OF CURB INTAKE WEST SIDE 7TH COURT, +-50' NORTH OF LINCOLN AVE (AS SHOWN ON SURVEY)

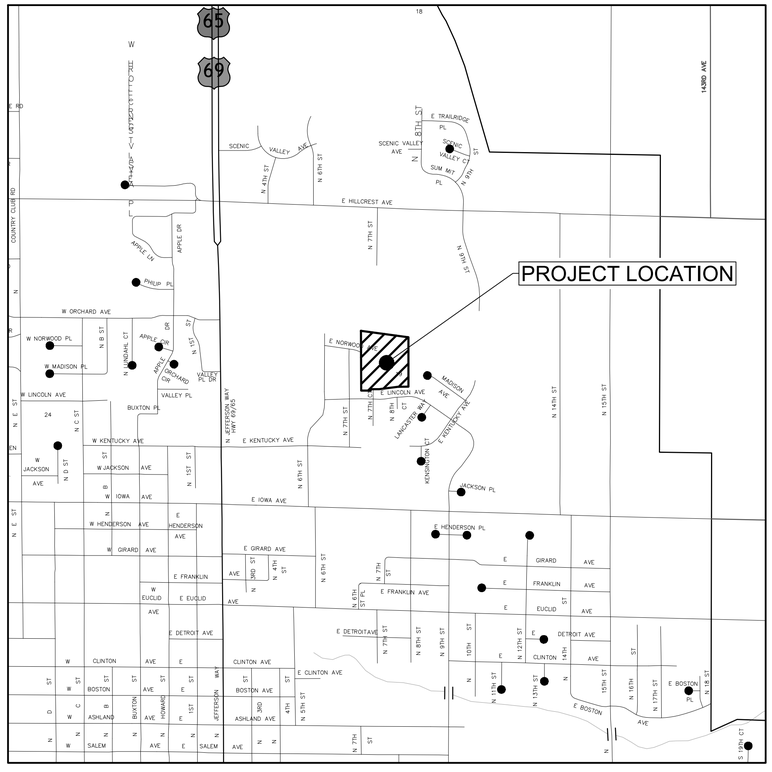
CP4 N=7409894.55 E=18545176.67 Z=922.01
SET CUT "X" SOUTH SIDE NORWOOD AVE, +- 5' NORTH OF LIGHT POLE, +-25' EAST OF 7TH STREET (AS SHOWN ON SURVEY)

CP5 N=7409913.01 E=18545963.27 Z=930.85
SET ¾" REBAR RPC, +-25' WEST OF MANHOLE, +- 50' SOUTH OF FES, +-300' NORTH OF BASKETBALL COURT (AS SHOWN ON SURVEY)

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 ELEV=947.92
SET CUT "X" AT BACK OF CURB INTAKE WEST SIDE 7TH COURT, +-50' NORTH OF LINCOLN AVE (CP3)



NOT TO SCALE

VICINITY MAP

INDIANOLA, IOWA

PROPERTY DESCRIPTION

OUTLOT "Z" OF FOX RUN PLAT 1, BEING AN OFFICIAL PLAT INCLUDED AND FORMING PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AND CONTAINING 10.41 ACRES (453595 SF).

APPLICANT

DOWNING CONSTRUCTION, INC.
509 E SCENIC VALLEY AVE
INDIANOLA, IOWA 50126
CONTACT: JOSH RABE
PHONE: 515-961-5386

OWNER

JOHANSEN ENTERPRISES LLC
2929 WESTTOWN PKWY
WEST DES MOINES, IOWA 50266-1319

ENGINEER/SURVEYOR

SNYDER & ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
(515)964-2020
JASON LEDDEN, P.E.
ERIN GRIFFIN, PLS

ZONING

R-3: MIXED RESIDENTAIL

BULK REGULATIONS

SINGLE-FAMILY DWELLING (LOTS 1-11)
MINIMUM LOT AREA = 7,200SF
MINIMUM LOT WIDTH = 60'
FRONT YARD SETBACK = 25'
REAR YARD SETBACK = 30'
SIDE YARD SETBACK = 8'

MULIT-FAMILY DWELLING (UNITS 1-36)
MINIMUM LOT AREA = 6,000 SF FOR FIRST UNIT, PLUS 1,200 SF FOR EACH ADDITIONAL UNIT UP TO 12 AND 750 SF FOR ADDITIONAL UNIT OVER 12.
MINIMUM LOT WIDTH = 80'
FRONT YARD SETBACK = 25'
REAR YARD SETBACK = 30'
SIDE YARD SETBACK = 10'

PARKING REQUIREMENTS

2 SPACES PER UNIT
36 UNITS X 2 SPACES = 72 SPACES REQUIRED
1 SPACE PER GARAGE AND 1 SPACE PER DRIVEWAY PROVIDED

GENERAL NOTES

1. PROPER SOIL EROSION TECHNIQUES WILL BE COMPLETED DURING CONSTRUCTION.
2. PUBLIC IMPROVEMENTS TO BE INSTALLED TO SUDAS STANDARDS AND CITY OF INDIANOLA SUPPLEMENTAL SPECIFICATIONS.
3. THE DEVELOPER IS RESPONSIBLE TO INSTALL STREETLIGHTS IN THE PLAT.
4. SOURCE OF WATER SUPPLY: INDIANOLA MUNICIPAL UTILITIES
   SEWAGE DISPOSAL: CITY OF INDIANOLA SANITARY SEWER

INDEX OF SHEETS

Sheet Number	Sheet Title
C100	PRELIMINARY PLAT - TITLE SHEET
C200	PRELIMINARY PLAT - DIMENSION AND UTILITY PLAN
C300	PRELIMINARY PLAT - GRADING PLAN

MARK	REVISION	DATE	BY
2	AS PER CITY COMMENTS	06/10/21	LMW
1	AS PER CITY COMMENTS	05/28/21	LMW

Engineer: LMW | Checked By: JAL | Scale: 1" = 500'
Technician:RMB | Date: 04/30/21 | T-R-S: TTN-RRW-SS
Project No:121.0091.01

Sheet C100

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jason A. Ledden, P.E. Date

License Number P24117

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:
C100 - C300

LICENSED PROFESSIONAL ENGINEER
JASON A. LEDDEN
P24117
IOWA

INDIANOLA, IA

FOX RUN PLAT 2

PRELIMINARY PLAT - TITLE SHEET

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

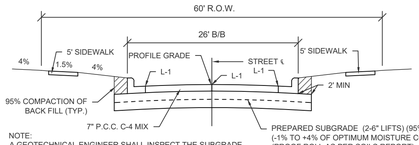
Project No: 121.0091.01

Sheet C100

V:\Projects\2021\121.0091.01\CAD\PP01_121i001_TITL.dwg LORENA WASSON, PRELIMINARY PLAT - TITLE SHEET, 2021/06/10, 4:06 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

ALIGNMENT CURVE

CURVE #	RADIUS (FT)	LENGTH (FT)	CHORD DIRECTION	START POINT (N,E)	END POINT (N,E)
C1	250.00	267.07	S30° 40' 22"E	(18545310.55,7409852.88)	(18545440.40,7409633.94)
C2	300.00	36.27	N86° 17' 32"E	(18545493.71,7409527.55)	(18545529.88,7409529.89)



NOTE:
A GEOTECHNICAL ENGINEER SHALL INSPECT THE SUBGRADE PRIOR TO CONCRETE PLACEMENT TO VERIFY SUBGRADE COMPACTION, MOISTURE CONTENT, AND DEPTH.

PREPARED SUBGRADE (2-6" LIFTS) (95% COMPACTION (-1% TO +4% OF OPTIMUM MOISTURE CONTENT) (PROOF ROLL AS PER SOILS REPORT) (PROVIDE 3 LONGITUDINAL JOINTS AS SHOWN) (LONGITUDINAL JOINTING SHALL MATCH EXISTING ROAD AT CONNECTIONS)

N 7TH COURT/E NORWOOD AVE CROSS-SECTION

NOT TO SCALE

	MARK	REVISION	DATE	Scale: 1" =40'
				8Y
				LMW
2	AS PER CITY COMMENTS		06/10/21	LMW
1	AS PER CITY COMMENTS		05/28/21	LMW
	Engineer: LMW	Checked By: JAL		T-R-S: TTN-RRW-SS
	Technician:RMB	Date: 04/30/21		

Sheet C200

Project No:121.0091.01

FOX RUN PLAT 2

PRELIMINARY PLAT - DIMENSION AND UTILITY PLAN

INDIANOLA, IA

SNYDER & ASSOCIATES, INC.

5010 VOGES ROAD
MADISON, WISCONSIN 53718
608-838-0444 | www.snyder-associates.com

SNYDER & ASSOCIATES

0 40 FEET

Project No: 121.0091.01

Sheet C200

V:\Projects\2021\121.0091.01\CAD\DPP02_121091_DIM.dwg, LORENA VASSON, PRELIMINARY PLAT - DIMENSION AND UTILITY PLAN, 2021/06/10, 4:07 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

MARK	REVISION	DATE	BY
2	AS PER CITY COMMENTS	06/10/21	LMW
1	AS PER CITY COMMENTS	05/28/21	LMW

Engineer: LMW | Checked By: JAL | Scale: 1" =40'

Technician:RMB | Date: 04/30/21 | T-R-S: TTN-RRW-SS

Project No:121.0091.01

Sheet C300

INDIANOLA, IA

FOX RUN PLAT 2

PRELIMINARY PLAT - GRADING PLAN

SNYDER & ASSOCIATES, INC.

5010 VOGES ROAD
MADISON, WISCONSIN 53718
608-838-0444 | www.snyder-associates.com

SNYDER & ASSOCIATES

0 40 FEET

Project No: 121.0091.01

Sheet C300

V:\Projects\2021\121.0091.01\CAD\DP\P03_121091_GRA.dwg LORENA WASSON, PRELIMINARY PLAT - GRADING PLAN, 2021/06/10, 4:07 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

422

City of Indianola

RESOLUTION NO. 2021-_____

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR FOX RUN PLAT 2

WHEREAS, on May 11, 2021 the Planning and Zoning Commission met to consider a request for approval of a Preliminary Plat for Fox Run Plat 2 for the following described real property:

OUTLOT "Z" OF FOX RUN PLAT 1, BEING AN OFFICIAL PLAT INCLUDED AND FORMING PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA; and,

WHEREAS, the Planning and Zoning Commission does recommend approval of Preliminary Plat for Fox Run Plat 2; and,

WHEREAS, the City Council has reviewed the request and heard comments from the developer and the public; and,

WHEREAS, the City Council has determined that the Preliminary Plat meets the requirements as set out in the Municipal Code and should be approved.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa, having considered the recommendations of the Planning and Zoning Commission, the requirements of the Municipal Code, and the comments from the developer and the public, deems it appropriate to approve the Preliminary Plat for Fox Run Plat 2.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Resolution setting a Public Hearing for July 6, 2021 regarding execution of a Development Agreement by and between the City of Indianola and Johansen Enterprises, LLC

Information

Roll call is in order.

Attachments

Memorandum
Resolution Setting Hearing

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution setting a public hearing for July 6, 2021 regarding execution of a Development Agreement by and between the City of Indianola and Johansen Enterprises LLC

At its meeting on June 21, the City Council will consider setting a public hearing for July 6, 2021 regarding execution of a Development Agreement by and between the City of Indianola and Johansen Enterprises LLC.

As the Council is aware, Johansen Enterprises LLC has proposed a development called Fox Run Plat 2. As part of this plat, and to achieve the properties full development potential, a relocation of existing sanitary sewer lines is necessary. To help assist with the relocation of these existing lines, the developer has requested a development agreement with the City.

If a public hearing is set by Council, staff will present the proposed development agreement at the Council's July 6 meeting. I will attend the June 21 Council meeting if you have any questions.

MINUTES TO SET DATE FOR HEARING ON SALE OF REAL PROPERTY AND APPROVAL OF DEVELOPMENT AGREEMENT

Indianola, Iowa

June 21, 2021

The City Council of the City of Indianola, Iowa, met on June 21, 2021, at 6 o'clock p.m., at the City Hall, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____

The Mayor reported that it would be necessary for the Council to take action to set a public hearing on a Development Agreement with Johansen Enterprises LLC

Council Member _____ introduced a resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

TO FIX A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE AND AUTHORIZE A DEVELOPMENT AGREEMENT WITH JOHANSEN ENTERPRISES LLC

WHEREAS, Johansen Enterprises LLC owns certain real property (the "Property") which is located in Indianola and which is legally described as follows:

OUTLOT Z IN FOX RUN PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF INDIANOLA, WARREN COUNTY IOWA; and

WHEREAS, the Developer has requested a Development Agreement with the City; and

WHEREAS, the Code of Iowa requires that, before a city may enter into a development agreement for the property that a public hearing must be held on the proposed agreement.

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

Section 1. The City Council will hold a public hearing on the Development Agreement concerning the Property as set out in the preamble hereof at 6 o'clock p.m., on the 6th day of July 2021, at the City Hall, in the City.

Section 2. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the Development Agreement, by publication, at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City. Such notice shall be substantially in the form which is attached to this Resolution.

Section 3. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Passed and approved this 21st day of June 2021.

_____
Pam Pepper, Mayor

Attest:

_____
Andrew J. Lent, City Clerk

NOTICE OF HEARING ON RESOLUTION TO APPROVE DEVELOPMENT AGREEMENT

The City Council of the City of Indianola, Iowa, has adopted a resolution relating to a proposal to enter into a Development Agreement with Johansen Enterprises LLC concerning property legally described as follows:

> OUTLOT Z IN FOX RUN PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF INDIANOLA, WARREN COUNTY IOWA (the "Property").

The Council will meet on the 6th day of July 2021, at the City Hall, in the City, at 6 o'clock p.m., for the purpose of holding a public hearing on the proposal.

At that time and place, oral or written comments or objections may be filed or made, and, following the hearing, the City Council will, at that meeting or a later meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Indianola, Iowa.

Andrew J. Lent
City Clerk

• • • •

On motion and vote, the meeting adjourned.

Pam Pepper, Mayor

Attest:

Andrew J. Lent, City Clerk

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF INDIANOLA

I, the undersigned, Clerk of the City of Indianola, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the Council's proposal to take action in connection with the sale of real property, as referred to therein.

WITNESS MY HAND this _____ day of June 2021.

_____
Andrew J. Lent, City Clerk

STATE OF IOWA
COUNTY OF WARREN SS:
CITY OF INDIANOLA

I, the undersigned, Clerk of the City of Indianola, Iowa, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a sale of real property, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of June 2021.

_____
Andrew J. Lent, City Clerk

(Attach here publisher's original affidavit with clipping of the notice, as published)

Information

Subject
Resolution approving an agreement between the City of Indianola and Bird Rides, Inc.

Information
Roll call is in order.

Attachments

Bird Memorandum
Agreement
Resolution Approving Agreement

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving an agreement between the City of Indianola and Bird Rides, Inc.

At its meeting on June 21, the City Council will consider a resolution approving an agreement between the City of Indianola and Bird Rides, Inc. As the Council will recall, late last fall, the City was approached by Bird, an electric vehicle sharing company, who proposes to place electric scooters for rent in Indianola. In response, the City Council approved various amendments to Chapter 76, Bicycles, regarding micromobility devices on June 7.

The next step to allowing for Bird to place their scooters in town is to enter into an agreement regarding the deployments of the scooters, and the conditions under which the scooters shall operate. This agreement has been reviewed by Legal Counsel.

I will attend the June 21 Council meeting if you have any questions.

Agreement
Between
The City of Indianola, Iowa
and
Bird Rides, Inc.

This Agreement, dated for reference purposes the 21st day of June 2021, is made and entered into by and between the City of Indianola, Iowa (City) and Bird Rides, Inc. (Bird) (collectively, the Parties).

WHEREAS, Bird desires to offer electric scooter sharing services in City under the following terms and limitations identified within; and

WHEREAS, City desires to have an additional transportation option for citizens to increase mobility throughout the community; and

WHEREAS, the Parties desire to outline the terms and conditions to further their goals related to mobility in the community.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Scope: This Agreement and its terms apply to the nonexclusive privilege of deployment of stand-up electric scooter sharing system by Bird within the City of Indianola. Bird may provide electric scooters under the terms and limitations set forth herein.

Section 2. Term. The Term of this Agreement shall commence on the 7th day of June, 2021 and shall continue through December 31, 2021. Either party may terminate this Agreement for convenience and without cause upon delivering thirty (30) days written notice to the other party.

Section 3. Usage Regulations. Users of electric scooters must comply with the requirements of Iowa law and the City of Indianola Code of Ordinances Chapter 76 governing bicycles and Micromobility and may be fined for violations of such requirements.

Section 4. Bird Responsibilities.

1) Bird shall provide a minimum of 50 electric scooters at the time of commencement of the Term.

2) Prior to the placements of scooters by Bird in City, Bird shall receive approval from City to designated parking areas (including locations and identification of parking areas), no ride zones, no parking zones, and reduced speed zones. Bird must require users to park electric scooters upright, on hardscape, and without blocking foot travel or ADA access.

3) Bird shall provide easily visible contact information, including a toll-free phone number and/or an e-mail address on each electric scooter to allow members of the public to make relocation requests for abandoned electric scooters or to report other issues with electric scooters.

4) Stand-up electric scooters will be made available to rent from 4 a.m. to midnight. When in use between sunset to sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 500 feet ahead, Bird shall assure that each electric scooter shall be equipped with a lamp on the front emitting a white light visible from a distance of at least 300 feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear, except that a red reflector on the rear, may be used in lieu of a rear light.

5) Bird shall provide materials, videos, and signage users to promote safe riding, to educate riders on rider responsibilities and to encourage safe and courteous riding and parking. This shall include a recommendation to wear helmets and the proper location for usage of scooters on roadways.

6) Bird shall provide data requested by City to assist with monitoring electric scooter usage.

7) Bird shall provide a local contact to respond to City issues related to Bird scooters. The local contact for Bird must respond within four (4) hours of contact from the City on an issue and provide notification upon resolution of the issue. Bird may not allow any electric scooter to be abandoned in a public place overnight or for more than four (4) hours and must retrieve all electric scooters daily for relocation to a designated parking area.

8) Upon termination of this agreement by City or Bird, Bird shall remove all equipment from City, and shall restore all parking areas to their original condition.

Section 5. Reservation of Rights by City. City reserves the right to remove abandoned scooters when the scooters are creating a hazard or if Bird fails to resolve an issue within four (4) hours of notification, at the sole discretion of the City. Scooters removed from the public right-of-way by the City will be stored in a location determined by the City until retrieved by Bird.

Section 6. Insurance: Bird Rides, Inc. shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including:

a) Commercial General Liability insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $2,000,000.00 aggregate. Include additional insured endorsement for the City of Indianola, including all it elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers (Use ISO form CG 20 26). Include Preservation of Governmental Immunities endorsement. Policy shall include Waiver of Right to Recover from Other endorsement;
b) Automobile Insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $1,000,000.00 aggregate. Include additional insured endorsement for the City of Indianola, including all it elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers (Use ISO form CG 20 26). Include Preservation of Governmental Immunities endorsement. Policy shall include Waiver of Right to Recover from Other endorsement; and
c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement. Policy shall include Waiver of Right to Recover from Other endorsement.

Section 7. Indemnification. Bird agrees to indemnify, defend and hold harmless the City of Indianola, its officers, employees, agents and affiliates (the Indemnified Parties) from and against all actions, damages or claims brought against the Indemnified Parties arising out of Bird's negligence or willful misconduct. Bird shall have no indemnification obligation under this Section if the loss or damage was caused solely by City's negligent construction or maintenance of public infrastructure as determined by City in its sole discretion. City's right to indemnification shall be contingent upon City notifying Bird promptly following receipt or notice of any claim against City arising out of or related to this Agreement.

Section 8. Notices. Any notice required by this Agreement must be provided to the Parties at the following addresses:

CITY:	City of Indianola c/o City Manager 110 North 1st Street Indianola, IA 50125
BIRD:	Bird Rides, Inc. _____ _____ _____

Section 9. Independent Contractor Status. In carrying out its responsibilities, Bird shall remain an independent contractor, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship between City and Bird.

Section 10. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

Section 12. Assignment. This Agreement may not be assigned by Bird without the prior written consent of City.

City of Indianola, Iowa	**Bird Rides, Inc.**
By: _____	By: _____
Its: Mayor	Its: _____
Printed Name: Pam Pepper	Printed Name: _____
Date: June 21, 2021	Date: _____

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF INDIANOLA AND BIRD RIDES, INC

WHEREAS, late last fall, the City was approached by Bird Rides, Inc, an electric vehicle sharing company, who proposes to place electric scooters for rent in Indianola; and

WHEREAS, on June 7, 2021, the City Council approved an ordinance amending Chapter 76, Bicycles, adding in regulations for micromobility devices; and

WHEREAS, Bird Rides, Inc desires to offer electric scooter sharing services in Indianola under certain terms and limitations; and

WHEREAS, the City Council desires to have an additional transportation option for citizens to increase mobility throughout Indianola; and

WHEREAS, Bird Rides, Inc and the City of Indianola desire to outline the terms and conditions to further its goals related to mobility in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the agreement between the City of Indianola, Iowa and Bird Rides, Inc is hereby approved.

BE IT FURTHER RESOLVED that the City Council directs staff to work through implementing the agreement with Bird Rides, Inc.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Resolution approving a request for alternative method of approval for a site plan for Herold Trailer Sales, located at 1806 West 2nd Avenue.

Information

Attachments

Memorandum on Site Plan
Waiver Request
Staff Report
Resolution Approving Plan

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: June 15, 2021
Re: Resolution approving a request for alternative method of approval for a site plan for Herold Trailer Sales, located at 1806 West 2nd Avenue

At its June 21 meeting, the City Council will be asked to approve a request for an alternative method of approval for a site plan for Herold Trailer Sales, located at 1806 West 2nd Avenue. Herold Trailer Sales is planning an addition to an existing metal building on their site that does not currently meet the design standards for Highway Corridors outlined in Section 166.11 of City Code. The purpose of the building addition is to allow more space for repair and service work on RV's to take place indoors. The proposed building addition would match the existing building in look and setback. The proposed addition would take place on a building that is setback ~ 300' from Highway 92.

On March 9, 2021, the Planning and Zoning Commission reviewed the request and recommended the alternative method of approval for a site plan be approved with the condition that 10 additional trees be planted along Highway 92 creating an approximate spacing of 40' per tree along the frontage of the property. The staff report for the Planning and Zoning Commission is attached to this memo.

I will attend your June 21 meeting to answer any questions you may have.

DOWNING

June 4, 2021

RE: Herold Trailers Expansion
1806 W 2nd Ave

Dear Charlie, P&Z Commission, and City Council members,

On behalf of Herold Trailer Sales, we are requesting a waiver of the C-2 Highway corridor design standard. Downing Construction will be adding another building in line with an existing metal building along the northern edge of this property. This new building will match the existing building in looks and setback and allow more of the repair and service work to be handled in doors. We have requested and received a variance from the Board of Adjustments on 6/2/21 for encroaching on this setback. We understand that staff would like to see landscaping added to the highway frontage for additional screening and agree to work with them to get this added to the site. We are excited to continue to help Herold Trailer Sales grow and serve the Indianola community and surrounding areas.

Thank you for your time and consideration.

Sincerely,

Josh Rabe, Development and Preconstruction Manager
Downing Construction

509 East Scenic Valley Avenue || Indianola IA 50125 || downingconstruct.com

Community Development

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

Staff Report

Planning and Zoning Commission

Date of Meeting: June 8, 2021

Agenda Item: 7.B. Consider recommendation on request for alternative method of approval for a site plan for Herold Trailer Sales, located at 1806 West 2nd Avenue.

Application Type: Site Plan

Applicant: Josh Rabe of Downing Construction

Address: 1806 West 2nd Avenue

Comprehensive Plan Designation: Regional Mixed-use

Application Summary: Request for alternative method of approval for a site plan for Herold Trailer Sales, requesting approval of a plan that does not meet the design standards of highway corridors.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

166.06 ALTERNATE METHOD FOR APPROVAL OF SITE PLAN.

1. If the Director of Community Development does not approve the site plan as presented and the applicant is unable or unwilling to meet the above criteria and specific design standards or provide the information as required, the applicant shall have the option of submitting the site plan to the Planning and Zoning Commission and Council for their review, in accordance with the following provisions: Applicant shall cause to be prepared a site plan for such development and submit a reproducible medium and three copies to the Community Development Department. The site plan shall be accompanied by a cover letter requesting review and approval of said plan and by a receipt from the Clerk's office as proof of payment of the application fee which is as follows:
   Site plan review — one acre or less $ 50.00
   Site plan review — more than one acre $ 100.00
   The site plan shall contain all of the information required by Sections 166.03 and 166.04 of this chapter and, in addition, shall contain the following supplemental information:
   A. Existing and proposed contours at an interval not to exceed two feet, provided that at least two contours shall be shown.
   B. Location, shape, exterior dimensions and number of stories of each existing building to be retained and of each proposed building.
   C. A vicinity map at a scale of one inch equals 400 feet or larger, showing the general location of the property.
   D. Soil tests and similar information, if deemed necessary by the Director of Community Development to determine the feasibility of the proposed development in relation to the design standards set forth in this chapter.

E. In case of any conflicting requirements between this chapter and any existing ordinance of the City, the more restrictive requirement shall be met.

EXCEPTION: C-1, C-4, R-5 and R-6 zoning restrictions shall apply.

2. When improvements are made to existing structures that fall under the scope of Section 166.02 requiring the entire property to meet the applicable design standards of the site plan, the Planning and Zoning Commission and City Council may consider the following list of factors prior to approval:
   A. The use of the land and building;
   B. Building setback;
   C. Lot area;
   D. Cost of compliance; and
   E. Existing development in the surrounding area

166.11 HIGHWAY CORRIDORS.

1. Purpose. The purpose of the architectural design standards found in this section is to recognize the importance of Highways 65-69 and 92 to the City's image and future development, to establish specific design guidelines for all development within the enforcement areas and to avoid the construction of structures which have the general appearance of farm machine sheds. Improvement of the highway corridors through Indianola should be undertaken by devising an overall long-range plan. The plan must focus on unifying and enhancing the appearance not only of the public right-of-way but also of the private property abutting it.
2. Enforcement Area. All improvements and/or developments that are subject to the requirements of this chapter and are property zoned C-2 (Highway Commercial), A-1 (Agricultural), R-1 (Single-Family Residential), R-2 (Single and Two-Family Residential, R-3 (Mixed Residential) and M-2 (General Industrial).
3. Design Standards.
   A. A minimum of 100 percent of the building wall surface that faces Highway 65-69 or 92 shall consist of full natural brick, exterior finish insulation system (E.F.I.S.), culture stone and/or masonry veneer with a minimum of one and one-half inches in thickness that is mechanically fastened to the exterior of the building structure, pre-cast concrete walls (except smooth finish pre-cast concrete walls) and/or an approved panelized fiber system with a minimum thickness of five-eighths inch, self-draining and mechanically fastened to an exterior or split-faced concrete masonry units. Those walls that adjoin a wall that fronts Highways 65-69 or 92 shall consist of 30 percent full natural brick, exterior finish insulation system (E.F.I.S.), culture stone and/or masonry veneer with a minimum of one and one-half inch in thickness that is mechanically fastened to the exterior of the building structure, pre-cast concrete walls (except smooth finish pre-cast concrete walls) and/or an approved panelized fiber system with a minimum thickness of five-eighths inch, self-draining and mechanically fastened to an exterior or split-faced concrete masonry units. Said 30 percent shall be for the entire depth of the walls at ground level and shall not be achieved in a vertical configuration. On corner lots, all walls that face the side street shall comply with the requirements of this paragraph regarding walls that face highways. Areas for glazing or overhead doors (or similar doors for vehicle entrances only) shall be excluded from the total wall area in making this determination. If E.F.I.S. is being utilized for more than 50 percent of the total wall surface, architectural accenting consisting of a minimum of 20 percent of the wall surface is required. The use of colors, materials, façade projections, recesses, articulated roof lines, enhanced entrances, lighting, windows and awnings can be used to make the improvement aesthetically companionable, provided accenting does not exceed more than 20 percent of the elevation that faces the highway. This regulation shall not be construed to prevent the use of innovative materials or progressive structural designs. Plans or designs which deviate from the full natural brick, exterior finish insulation system (E.F.I.S.), culture stone and/or masonry veneer with a minimum of one and one-half inch in thickness that is mechanically fastened to the exterior of the building structure, pre-cast concrete walls (except smooth finish pre-cast concrete walls) and/or an approved panelized fiber system with a minimum thickness of five-eighths inch, self-draining and mechanically fastened to an exterior or split-faced concrete masonry units requirements found in this paragraph may be submitted to the Planning and Zoning Commission and Council for their review and approval. The provisions of this

paragraph also apply to all buildings with street frontage in Blocks 7, 8, 9, 12, 13, 16, 17 and 18, Original Town Plat, Indianola, Iowa.

B. Unpainted metal siding is prohibited.

ANALYSIS

Herold Trailer Sales is planning an addition to an existing metal building on their site that does not currently meet the design standards for Highway Corridors outlined in Section 166.11 of City Code. The purpose of the building addition is to allow more space for repair and service work on RV's to take place indoors. The proposed building addition would match the existing building in look and setback. The proposed addition would take place on a building that is setback ~ 300' from Highway 92.

Section 166.11 of the Code of Ordinances of Indianola, Iowa pertaining to the site planning standards along highway corridors in the City requires that a minimum of 100 percent of the building wall surface that faces Highway 92 shall consist of full natural brick, exterior finish insulation system (E.F.I.S.), culture stone and/or masonry veneer with a minimum of one and one-half inches in thickness that is mechanically fastened to the exterior of the building structure, 30 percent of the material noted above. The purpose of the architectural design standards is to recognize the importance of Highways 65-69 and 92 to the City's image and future development, to establish specific design pre-cast concrete walls (except smooth finish pre-cast concrete walls) and/or an approved panelized fiber system with a minimum thickness of five-eighths inch, self-draining and mechanically fastened to an exterior or split-faced concrete masonry units. Those walls that adjoin a wall that fronts Highways 92 shall consist of guidelines for all development within the enforcement areas and to avoid the construction of structures which have the general appearance of farm machine sheds. Furthermore, the use of unpainted metal siding is prohibited.

It is staff's opinion that, due to the setback of ~300' from Highway 92, the intent of the highway design standards and their importance to the City's image and future development will not be hindered with the proposed addition. However, in working with the applicant and property owner, staff has recommended additional trees be planted along Highway 92. Additional trees would help further shield the proposed building from the highway and would also continue a line of tree plantings that recently took place along Highway 92 to the west of this property. It should be noted that a full site plan has not been submitted yet by Herold Trailer Sales for this improvement, and such a site plan will be reviewed by staff for its conformance to all other requirements of Chapter 166 of the Code of Ordinances of Indianola, Iowa.

ALTERNATIVES

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

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

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 2, approving the alternative method of approval for a site plan, with the condition that 10 additional trees be planted along Highway 92 creating an approximate spacing of 40' per tree along the frontage of the property.

City of Indianola

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING A REQUEST FOR AN ALTERNATIVE METHOD OF APPROVAL FOR A SITE PLAN FOR HEROLD TRAILER SALES, LOCATED AT 1806 WEST 2ND AVENUE

WHEREAS, Herold Trailer Sales is planning an addition to an existing metal building on their site that does not currently meet the design standards for Highway Corridors outlined in Section 166.11 of City Code; and

WHEREAS, Section 166.11 of the Code of Ordinances of Indianola, Iowa pertaining to the site planning standards along highway corridors in the City requires that a minimum of 100 percent of the building wall surface that faces Highway 92 shall consist of full natural brick, exterior finish insulation system (E.F.I.S.), culture stone and/or masonry veneer with a minimum of one and one-half inches in thickness that is mechanically fastened to the exterior of the building structure, pre-cast concrete walls (except smooth finish pre-cast concrete walls) and/or an approved panelized fiber system with a minimum thickness of five-eighths inch, self-draining and mechanically fastened to an exterior or split-faced concrete masonry units. Those walls that adjoin a wall that fronts Highways 92 shall consist of 30 percent of the material noted; and,

WHEREAS, the purpose of the architectural design standards is to recognize the importance of Highways 65-69 and 92 to the City's image and future development, to establish specific design guidelines for all development within the enforcement areas and to avoid the construction of structures which have the general appearance of farm machine sheds; and,

WHEREAS, the purpose of the building addition is to allow more space for repair and service work on RV's to take place indoors, rather than outdoors; and,

WHEREAS, the proposed building addition would match the existing building in look and setback and would take place on a building that is setback ~ 300' from Highway 92; and

WHEREAS, Section 166.06 of the Code of Ordinances of Indianola, Iowa states that if the Director of Community Development does not approve the site plan as presented and the applicant is unable or unwilling to meet the criteria and specific design standards or provide the information as required, the applicant shall have the option of submitting the site plan to the Planning and Zoning Commission and Council for their review; and,

WHEREAS, on June 8, 2021, the Planning and Zoning Commission reviewed the request and recommend the alternative method of approval for a site plan be approved with the condition that 10 additional trees be planted along Highway 92 creating an approximate spacing of 40' per tree along the frontage of the property; and,

WHEREAS, the City Council has reviewed the request and heard comments from the developer and the public.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, the requirements of the Municipal Code and the comments from the developer and the public, deems it appropriate to approve the alternative method of approval for a site plan.

APPROVED this 21st day of June 2021.

_____
Pam Pepper, Mayor

ATTEST:

_____
Andrew J. Lent, City Clerk

Information

Subject

Receive and file correspondence from June 4 and 11, 2021 weekly updates from City Manager, Ryan Waller.

Information

Simple motion is in order.

Attachments

Weekly Update 0604
Weekly Update 0611

Jackie Raffety

From: Ryan Waller
Sent: Friday, June 4, 2021 3:32 PM
To: Ryan Waller
Subject: Waller's Weekly 6.4.21

Good afternoon, all.

I hope this update email finds you well. Below, please find this week's City update. As always, if there are any questions, please let me know.

Have a great weekend and be sure to stay hydrated!

Ryan

Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: 515.962.5274
110 N. 1st Street – Indianola, Iowa 50125

Chief Button to Retire Concluding 36-year Law Enforcement Career

Linked below, please find a press release announcing Chief Button's retirement. I hope you will join me in thanking Chief Button for his years of dedicated service to our community and wishing him and his family the very best in this next chapter of their lives.

Press Release (PDF)

June 7 City Council Meeting

The City Council will meet on Monday, June 7 for its regular meeting. The agenda and comprehensive meeting materials are available on the City's website (linked below). The meetings are aired live via the City's YouTube Channel and a Zoom Webinar (links and login information may be found in the meeting packet).

Agenda Center (LINK)

Square Reconstruction (Streetscape) Project

The Square Reconstruction Project commonly referred to as the Streetscape Project is scheduled to begin Phase 1 on Monday, June 14. Phase 1 includes West Salem Avenue, between B Street and Howard Street, as well as North Buxton Street, between West Salem Avenue and West Ashland Avenue. On the morning on June 14, the roads included in Phase 1 will be closed to traffic and a temporary construction fence will be erected between the sidewalk and streets, allowing for pedestrian traffic to continue on the sidewalks in Phase 1. Once street construction is completed, sidewalk construction will begin. Access to all businesses will be maintained throughout the project. It is anticipated that Phase 1 construction will be completed by mid-November. Additional information on the project may be found via the provided link.

Project Information (LINK)

Two-way Conversion

The remaining block of Buxton Street, between West 2nd Avenue (92) and West First Avenue, has been converted to two-way. The conversion of the remaining block was anticipated to be completed in September but needed supplies and other logistical items required for this block were acquired sooner than originally quoted. Crews are working today (Friday, June 4) on removing remaining signage and finalizing signal positioning. In addition, the pavement markings have been completed around the Square. The installation of the markings was delayed due to wet weather conditions. Please note that the Post Office has temporarily relocated the drop off mailboxes next to the Post Office building. As part of the overall Square Reconstruction project, a new drive-through drop-off lane will be added (an illustration is provided via the link below). As always when driving a vehicle, please adhere to posted signs and remain alert. Thank you to all for your patience, cooperation and understanding.

Mailboxes Drive-through (PDF)

Square Reconstruction (Streetscape) Open House

On Thursday, Absolute Concrete, in cooperation with Bolton and Menk, the City, and the Indianola Chamber, hosted two open house meetings regarding the upcoming Square Reconstruction Project. Attendees were introduced to the general contractor, discussed proposed timelines for the project, and were able to ask questions of the contractors. Thank you to those who attended.

South R Street Repairs

The Streets Division continues to perform full-depth pavement repairs on South R Street, located between 901 South R Street and 1316 South R Street. To date, the work has required more than 82 hours of labor and 32 cubic yards of concrete to repair approximately 1,500 square feet of pavement. This work is scheduled for multiple construction phases, which may vary due to unforeseen circumstances or adverse weather conditions. To help minimize disruption and maintain proper traffic control during construction, portable traffic signal systems will be

installed next week (June 7). Also starting next week, temporary road closures will be placed on West 13th Avenue, between South R Street and South O Street, to perform needed pavement repairs.

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 17 projects listed, one is awaiting a submittal from the developer, 10 are in review, and six have been approved and are in construction.

2021 Building Permits (PDF)

This week, eight building permits were submitted, including five for new single-family dwellings and one for 36 townhome units. Additionally, four building permits were issued. There are currently 15 building permit applications in review and 71 building permits have been issued year to date.

Code Enforcement (PDF)

There are currently 28 open code enforcement cases (45 code enforcement cases have been opened for the year).

May Building Permit Report (PDF)

The May 2021 building permit report was issued this week. In May, Community Development issued 16 permits, six of which were for new dwellings. In comparisons, in May 2020, 17 building permits were issued, six of which were for new dwellings.

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

Anticipated Draft Agenda – June 21, 2021 (PDF)
Anticipated Draft Agenda – June 28, 2021 (PDF)
Anticipated Draft Agenda – July 6, 2021 (PDF)

Jackie Raffety

From: Ryan Waller
Sent: Friday, June 11, 2021 4:22 PM
To: Ryan Waller
Subject: Waller's Weekly 6.11.21

Good afternoon, all.

I hope this finds you well. Below, please find this week's update email. There are several important notes regarding the Square Reconstruction Project. If there are any questions, please call me at 961-9410. Thank you.

Have a great weekend.

Ryan

Ryan J. Waller
City Manager
City of Indianola

Square Reconstruction (Streetscape) Petition Dismissed

At its meeting on June 7, the State Appeal Board (SAB) unanimously dismissed the petition brought against the City of Indianola earlier in May regarding the Square Reconstruction (Streetscape) project. This project, which will replace sewer lines and water mains that are 70 to more than 100-years-old and undersized for modern-day standards, will officially break ground on Monday, June 14. The press release on the dismissal may be found via the link below.

Petition Dismissal Press Release (PDF)

Square Reconstruction (Streetscape) Starts June 14

The Square Reconstruction Project is scheduled to begin Phase 1 on Monday, June 14. Phase 1 includes the areas of West Salem Avenue, between B Street and Howard Street, as well as North Buxton Street, between West Salem Avenue and West Ashland Avenue. On the morning of June 14, the roads included in Phase 1 will be closed to traffic and a temporary construction fence will be erected between the sidewalk and streets, allowing for pedestrian traffic to continue on the sidewalks in Phase 1. Once street construction is completed, sidewalk construction will

begin. Access to all businesses will be maintained throughout the project. It is anticipated that Phase 1 construction will be completed by mid-November. Additional information on the project may be found via the provided link.

Project Information (LINK)

Groundbreaking Ceremony

The Chamber of Commerce and City will host a groundbreaking ceremony on Monday, June 14. This event will take place at 11:30 a.m. at the intersection of Salem and Buxton. An Invitation for the event may be found via the provided link.

Groundbreaking Invitation (PDF)

WRRF Tour

The City Council will meet at 5:30 p.m. on Wednesday, June 16 at the new Water Resource Recovery Facility (WRRF) site to tour the progress. The meeting agenda, which includes the address, may be found via the link.

Agenda Center (LINK)

Storm Sewer and Sanitary Sewer Maintenance

During the month of May, the City's Water Pollution Control department cleaned and televised 4,972 feet of sanitary sewers and 4,147 feet of storm sewers. This maintenance work is extremely important to ensure these systems work efficiently and in a fiscally responsible and environmentally safe manner.

East Iowa Avenue Project

The contractor for this project completed underground work, utility installation, and mainline paving of East Iowa Avenue and North 17th Street. Paving the intersection of East Iowa and North 15th, constructing the pedestrian trail connection, and installing the new street lighting are the next areas of focus. The total construction cost is $914,143.50, with half of this cost funded by a Federal Economic Development Grant. This project has a completion date of September 30, 2021, and must be substantially completed before July 27 in advance of the National Balloon Classic.

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 16 projects listed, one is awaiting a submittal from the developer, 10 are in review, and five have been approved and are in construction.

2021 Building Permits (PDF)

This week, two building permits were submitted, and eight building permits were issued. There are currently 10 building permit applications in review and 79 building permits have been issued year to date.

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

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