



CITY OF INDIANOLA COUNCIL MEETING

8/16/2021

6:00 PM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Oath of Office**
- 5. Recognition of first female full-time career firefighter.**
- 6. Open Forum**
 - A. Public Comment Form
- 7. Consent Agenda:**
 - A. Approval of agenda
 - B. Approval of Claims
 - C. Resolution approving monthly transfers.
 - D. Approval of Minutes of the prior council meetings
 - E. Setting dates for future public hearings
 1. Receive and file a letter from Christine Gravelle, 1500 W Third Ave, requesting a hearing to determine if a nuisance exists, and setting a Public Hearing on the request for September 7, 2021 at 6:00 p.m.
 2. Resolution setting a Public Hearing on September 7, 2021, regarding a request from TeaMc, LLC to rezone property located at 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
 - F. Approval of Applications
 1. Approval of a renewal liquor license for Fareway Stores, Inc., located at 1309 West 2nd Avenue.
 2. Approval of a new liquor license for Wesley Retirement Services, Inc dba The Village, located at 1203 North E Street.
 3. Approval of a renewal liquor license for The Zoo, located at 102 West Ashland Avenue.

4. Approval of an event application for the 2021 Children's Costume Party to be held on Saturday, October 30, 2021.
- G. Approval of Pay Application Number 14 to Williams Brother's Construction for the Water Resource Recovery Facility in the amount of \$2,910,168.19.
- H. Resolution approving Change Order Number 2 and Payment Application Number 2 for the Square Reconstruction Project.
- I. Resolution approving Change Order Number 4 and Payment Application Number 4 for the East Iowa Avenue Paving Project.
- J. Approval of utility accounts to be written off and submitted to the state offset program.
- K. Resolution approving an amended and restated employment agreement.
- L. Resolution approving an agreement with Eagle Sign Company
- M. Resolution authorizing a five-year agreement with Axon for an amount not to exceed \$90,870.01.
- N. Resolution approving a contract with Allender Butzke for geotechnical engineering services on Heritage Hills Plat 11.
- O. Resolution approving an agreement with RediTech.
- P. Ordinance Considerations
 1. Second consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees.
 2. Second consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission.
- Q. Resolution approving the labor contract agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and Police Unit.
- R. Resolution approving salaries.

8. Treasurer's Report

- A. Receive and file the July 2021 Treasurer's Report.
- B. Receive and file the EMS Billing Activity Report for June 2021.

9. Council Reports

- A. Greater Des Moines Convention and Visitors Bureau Report - Council Member John Parker Jr.
- B. Metro Advisory Report - Council Member Bob Kling

10. Mayor's Report

- A. Update
- B. Proclamation declaring August 26 as Women's Equality Day in Indianola.

- C. Consideration of the appointment of George Green to serve on the Veterans Memorial Building Commission for a term beginning immediately and ending June 30, 2024.

11. Public Consideration

A. Old Business

- 1. Second consideration of an Ordinance repealing Chapter 145 - Manufactured and Mobile Homes, Chapter 146 – Mobile Home Parks, and Chapter 164 – Small Wind Energy Conversion Systems.
 - 2. Hillcrest/Downtown Unified Urban Renewal Plan
 - a. Public Hearing on the proposed amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.
 - b. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan.
 - c. Consideration of an Ordinance to revise the collection of tax increment revenues within the Urban Renewal Area, as amended and as part of adopting amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.
 - d. Resolution setting dates of a consultation and a Public Hearing on a proposed Amendment Number 5 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa. (after other Hillcrest items on agenda)
 - 3. Urban Revitalization Plan
 - a. Public Hearing on proposed Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan.
 - b. Resolution adopting Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan.
 - 4. Resolution approving a development agreement with the Indianola Country Club.
 - 5. Resolution directing the acceptance of a proposal to purchase \$6,740,000 General Obligation Capital Loan Notes, Series 2021.
- ### **B. New Business**
- 1. Resolution approving an agreement for the Fiscal Year 22 Manhole Lining project.

12. Other Business

- A. City Manager's Report – Ryan Waller
 - 1. Receive and file correspondence from July 30 and August 6, 2021 weekly updates from City Manager, Ryan Waller.
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

13. Adjourn



MEMORANDUM

To: Mayor and City Council
From:
Date: August 16, 2021
Subject: Public Comment Form

Introduction:

Background:

Discussion:

- 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*)

Budget Impact:

Recommendation:

Attachments: 1. Public Comment In-person and electronic 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)



MEMORANDUM

To: Mayor and City Council

From:

Date: August 16, 2021

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. City Vendor Report 8162021

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	08/06/2021	224.00	GENERAL FUND
A 6FT GEEK LLC	JANITORIAL SUPPLIES - ACTIVITY CENTER	08/06/2021	32.00	PARK & RECREATI
A 6FT GEEK LLC	LIGHT FIXTURE CONVERSIONS	08/06/2021	140.00	PARK & RECREATI
Total A 6FT GEEK LLC:			396.00	
ABSOLUTE CONCRETE CONSTRUCTION INC				
ABSOLUTE CONCRETE CONST	SQUARE RECONSTRUCTION	08/05/2021	463,716.07	SQUARE STREETS
ABSOLUTE CONCRETE CONST	SQUARE RECONSTRUCTION- WATER MAIN/	08/05/2021	110,461.25	SQUARE STREETS
Total ABSOLUTE CONCRETE CONSTRUCTION INC:			574,177.32	
ACE HARDWARE				
ACE HARDWARE	SUPPLY HOSE	07/27/2021	9.56	SEWER FUND
Total ACE HARDWARE:			9.56	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	SHOP REPAIR - GARAGE DOOR	07/30/2021	1,158.61	ROAD USE TAX FU
Total ADAMS DOOR COMPANY INC.:			1,158.61	
AGRILAND FS INC				
AGRILAND FS INC	SOFTBALL FIELD DRY	07/16/2021	766.00	PARK & RECREATI
AGRILAND FS INC	WEED KILLER	07/19/2021	249.78	SEWER FUND
AGRILAND FS INC	SOFTBALL FIELD DRY	07/22/2021	898.00	PARK & RECREATI
AGRILAND FS INC	SOFTBALL FIELD SEED	07/22/2021	102.50	PARK & RECREATI
Total AGRILAND FS INC:			2,016.28	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	CEMEN TECH DA LEGAL	07/22/2021	663.00	GENERAL FUND
AHLERS & COONEY P.C.	HILLCREST TIF, AMEND 4	07/22/2021	1,093.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			1,756.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QUARTERLY AGREEMENT	07/30/2021	1,252.75	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			1,252.75	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	COLLECTION	08/01/2021	564.91	LIBRARY FUND
AMAZON CAPITAL SERVICES	SPECIAL COLLECTION	08/01/2021	260.53	LIBRARY FUND
AMAZON CAPITAL SERVICES	FRIENDS - SRP	08/01/2021	164.96	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	08/01/2021	83.60	LIBRARY FUND
AMAZON CAPITAL SERVICES	MATERIALS & SUPPLIES	08/01/2021	47.41	LIBRARY FUND
AMAZON CAPITAL SERVICES	AMERICAN RESCUE PLAN GRANT	08/01/2021	742.71	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	08/01/2021	219.30	LIBRARY FUND
AMAZON CAPITAL SERVICES	PD COMP REFRESH SSD X3 + GRAPHIC X2	07/28/2021	324.40	VEHICLE RESERV
AMAZON CAPITAL SERVICES	PAVEMENT MARKING STENCILS	07/29/2021	89.25	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	SUUPPLIES	07/28/2021	37.98	POLICE FUND
AMAZON CAPITAL SERVICES	ICE MACHINE	07/23/2021	235.00	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	ICE MACHINE	07/23/2021	234.99	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			3,005.04	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMERICAN RED CROSS				
AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	07/28/2021	40.00	POOL (MEMORIAL)
Total AMERICAN RED CROSS:			40.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	07/30/2021	176.70	POOL (MEMORIAL)
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	08/06/2021	169.54	POOL (MEMORIAL)
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	06/18/2021	224.08	POOL (MEMORIAL)
Total ATLANTIC BOTTLING CO.:			570.32	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVD	07/12/2021	63.71	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	07/09/2021	25.37	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			38.34	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	07/07/2021	183.30	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/08/2021	531.61	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	07/08/2021	25.20	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/16/2021	292.65	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	07/16/2021	15.67	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/20/2021	407.59	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	07/26/2021	110.37	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/26/2021	387.99	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/29/2021	275.46	LIBRARY FUND
BAKER AND TAYLOR	BOOKS MEMORIAL FUND	07/29/2021	79.23	LIBRARY SPECIAL
BAKER AND TAYLOR	TS360 GRIDS	08/02/2021	350.00	LIBRARY FUND
Total BAKER AND TAYLOR:			2,659.07	
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/01/2021	62.94	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD MEMORIAL FUND	07/14/2021	25.98	LIBRARY SPECIAL
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/23/2021	28.71	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD MEMORIAL FUND	07/23/2021	49.21	LIBRARY SPECIAL
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/27/2021	80.70	LIBRARY FUND
Total BAKER AND TAYLOR SPOKEN WORD:			247.54	
BOLTON & MENK INC				
BOLTON & MENK INC	SQUARE RECON. ENGINEERING	07/22/2021	38,881.00	SQUARE STREETS
Total BOLTON & MENK INC:			38,881.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	CODE ENFORCEMENT LEGAL FEES	07/25/2021	1,500.00	GENERAL FUND
BRICK GENTRY P.C.	COM DEV LEGAL SERVICE FEES	07/25/2021	495.00	GENERAL FUND
Total BRICK GENTRY P.C.:			1,995.00	
BROWN EQUIPMENT				
BROWN EQUIPMENT	SOFTBALL COMPLEX MOWER	08/05/2021	8,500.00	VEHICLE RESERV
Total BROWN EQUIPMENT:			8,500.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	HAND SOAP, SCOTT ROLL TOWELS	07/30/2021	98.69	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			98.69	
CENTURYLINK				
CENTURYLINK	PHONE: PR:SKATE PARK ER PHONE	07/22/2021	58.27	GENERAL FUND
CENTURYLINK	PHONE - PR:AC ALARM SYSTEM	07/22/2021	153.95	GENERAL FUND
Total CENTURYLINK:			212.22	
CINTAS CORPORATION				
CINTAS CORPORATION	ACTIVITY CENTER FIRST AID SUPPLIES	07/28/2021	13.26	PARK & RECREATI
CINTAS CORPORATION	POISON IVY WIPES	08/03/2021	9.98	PARK & RECREATI
Total CINTAS CORPORATION:			23.24	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	PAINT MIXING SUPPLIES	07/22/2021	8.57	ROAD USE TAX FU
CIRCLE B CASHWAY	SHOP SUPPLIES - PLASTIC/STAPLE GUN	07/22/2021	48.27	ROAD USE TAX FU
CIRCLE B CASHWAY	MATERIALS & SUPPLIES	07/28/2021	19.98	ROAD USE TAX FU
CIRCLE B CASHWAY	WOOD FOR FORMS	07/28/2021	100.25	ROAD USE TAX FU
CIRCLE B CASHWAY	BOARDS FOR PICNIC TABLE	07/28/2021	118.80	PARK & RECREATI
Total CIRCLE B CASHWAY:			295.87	
CITY STATE BANK				
CITY STATE BANK	INTEREST - LEGACY LOAN	08/07/2021	224.12	DOWNTOWN BIZ I
Total CITY STATE BANK:			224.12	
CONFLUENCE INC.				
CONFLUENCE INC.	PHASE 1 CODE UPDATES	08/04/2021	1,909.00	GENERAL FUND
Total CONFLUENCE INC.:			1,909.00	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED SB	08/06/2021	112.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			112.00	
DEMCO EDUCATIONAL CORP				
DEMCO EDUCATIONAL CORP	COVERING SUPPLIES	07/29/2021	406.13	LIBRARY FUND
Total DEMCO EDUCATIONAL CORP:			406.13	
DIGITECH				
DIGITECH	JULY 2021 EMS BILLING	01/19/2021	2,562.86	AMBULANCE FUN
Total DIGITECH:			2,562.86	
DINGES FIRE COMPANY				
DINGES FIRE COMPANY	10 FIRE HOODS DINGES	07/12/2021	418.52	FIRE FUND
Total DINGES FIRE COMPANY:			418.52	
DIXON, R. DEVERNE / DAWN M.				
DIXON, R. DEVERNE / DAWN M.	PATIENT OVERPAID RESPONSIBILITY	11/09/2020	250.00	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total DIXON, R. DEVERNE / DAWN M.:			250.00	
DSM EXCAVATING-TOTAL COMFORT				
DSM EXCAVATING-TOTAL COM	CLEAN PRIVATE TILE FROM CORNER SUND	07/12/2021	312.50	SQUARE STREETS
DSM EXCAVATING-TOTAL COMFORT:			312.50	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	PLAINVIEW GENERATOR PM	07/28/2021	2,352.80	SEWER FUND
ELECTRICAL ENG & EQUIP	QUAIL MEADOWS 3 GENERATOR PM	07/28/2021	1,575.00	SEWER FUND
ELECTRICAL ENG & EQUIP	PLAINVIEW GENERATOR WATER PUMP	07/28/2021	1,265.25	SEWER FUND
Total ELECTRICAL ENG & EQUIP:			5,193.05	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	07/31/2021	109.38	POLICE FUND
Total ELIXIR RX SOLUTIONS:			109.38	
EMPLOYEE & FAMILY RESOURCES				
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - COMM	08/05/2021	64.80	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - CITY M	08/05/2021	21.60	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - FINAN	08/05/2021	86.40	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - PUBLI	08/05/2021	43.20	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - HR	08/05/2021	43.20	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - PARKS	08/05/2021	86.40	PARK & RECREATI
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - STREE	08/05/2021	172.80	ROAD USE TAX FU
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - POLIC	08/05/2021	604.80	POLICE FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - SEWE	08/05/2021	129.60	SEWER FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - FIRE	08/05/2021	119.88	FIRE FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - AMBUL	08/05/2021	679.32	AMBULANCE FUN
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - LIBRA	08/05/2021	237.60	LIBRARY FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - PARK	08/05/2021	129.60	PARK & RECREATI
Total EMPLOYEE & FAMILY RESOURCES:			2,419.20	
FIRST AVENUE PAINTING				
FIRST AVENUE PAINTING	WALL REPAIR	07/29/2021	400.00	LIBRARY FUND
Total FIRST AVENUE PAINTING:			400.00	
FREIGHTLINER - DES MOINES				
FREIGHTLINER - DES MOINES	REPAIR DUMPTRUCK UNIT#7	07/20/2021	1,317.95	ROAD USE TAX FU
Total FREIGHTLINER - DES MOINES:			1,317.95	
GALLS LLC				
GALLS LLC	UNIFORMS	07/27/2021	685.99	POLICE FUND
GALLS LLC	MBUTCHER NAME PLATE	07/28/2021	20.46	FIRE FUND
GALLS LLC	CSETTLES NAME PLATE	07/28/2021	41.76	FIRE FUND
GALLS LLC	JILL B CLASS B SHIRT	08/03/2021	49.30	FIRE FUND
GALLS LLC	CHRIS SETTLES UNIFORMS	08/03/2021	52.98	FIRE FUND
GALLS LLC	NAME PLATE M BUTCHER	08/03/2021	18.77	FIRE FUND
Total GALLS LLC:			869.26	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
GLAXO SMITH KLINE PHARM.				
GLAXO SMITH KLINE PHARM.	HEP B VACCINE	07/26/2021	2,611.41	AMBULANCE FUN
Total GLAXO SMITH KLINE PHARM.:			2,611.41	
HART, NORMAN				
HART, NORMAN	WELLNESS - MAY - JULY 2021	08/02/2021	75.00	SEWER FUND
Total HART, NORMAN:			75.00	
HAWKINS INC				
HAWKINS INC	POOL CHLORINE	07/21/2021	538.00	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	07/26/2021	1,076.00	POOL (MEMORIAL)
HAWKINS INC	POOL STABILIZER	07/26/2021	118.00	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	07/28/2021	363.00	POOL (MEMORIAL)
HAWKINS INC	POOL SULFURIC ACID	07/28/2021	159.99	POOL (MEMORIAL)
Total HAWKINS INC:			2,254.99	
HEFFRON SERVICES				
HEFFRON SERVICES	DUST CONTROL ON 801 E PLAINVIEW	08/04/2021	197.25	ROAD USE TAX FU
Total HEFFRON SERVICES:			197.25	
HERRICK, TYREL				
HERRICK, TYREL	MILEAGE TO AND FROM CLASS	07/15/2021	111.32	SEWER FUND
Total HERRICK, TYREL:			111.32	
HR GREEN INC				
HR GREEN INC	WWTP TRUNK LINE ENGINEERING	07/30/2021	20,158.46	WWTP FACILITY C
HR GREEN INC	ON CALL SERVICES	07/30/2021	4,577.19	SEWER CAPITAL P
Total HR GREEN INC:			24,735.65	
IA LEIN				
IA LEIN	TRAINING	08/02/2021	200.00	POLICE FUND
Total IA LEIN:			200.00	
IMU - UTILITIES				
IMU - UTILITIES	MONTHLY PHONE SERVICES	08/01/2021	516.00	GENERAL FUND
IMU - UTILITIES	MONTHLY INTERNET SERVICES	08/01/2021	142.00	GENERAL FUND
IMU - UTILITIES	ACTIVITY CENTER UTILITIES	08/01/2021	708.11	PARK & RECREATI
IMU - UTILITIES	206 N 1ST STREET UTILITIES	08/01/2021	76.48	FIRE FUND
IMU - UTILITIES	IMU UTILITIES - YOUTH SOFTBALL	08/01/2021	296.79	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	2,092.32	LIBRARY FUND
IMU - UTILITIES	UTILITIES	08/01/2021	55.82	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	54.52	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	97.53	PARK & RECREATI
IMU - UTILITIES	UTILITIES PICKARD CAMPGROUND	08/01/2021	1,097.14	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	554.68	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	80.84	PARK & RECREATI
IMU - UTILITIES	UTILIES - FIBE, WATER, & ELECTRIC	08/01/2021	506.20	ROAD USE TAX FU
IMU - UTILITIES	UTILITIES	08/01/2021	197.16	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2021	6,282.52	GENERAL FUND
IMU - UTILITIES	RENEWABLE	08/01/2021	53.00	FIRE FUND
IMU - UTILITIES	STREETLIGHTS	08/01/2021	10,498.75	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMU - UTILITIES	UTILITIES	08/01/2021	59.59	PARK & RECREATI
IMU - UTILITIES	410 N JEFFERSON	08/01/2021	242.89	FIRE FUND
IMU - UTILITIES	ELECTRIC - NORTH PLANT	08/01/2021	9,595.16	SEWER FUND
IMU - UTILITIES	ELECTRIC - LIFT STATIONS	08/01/2021	5,589.32	SEWER FUND
IMU - UTILITIES	UTILITIES	08/01/2021	215.43	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - ADULT SOFTBALL	08/01/2021	1,341.70	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - POOL	08/01/2021	6,763.63	POOL (MEMORIAL)
IMU - UTILITIES	UTILITIES	08/01/2021	59.58	PARK & RECREATI
Total IMU - UTILITIES:			47,177.16	

IMWCA				
IMWCA	INSTALLMENT #2	08/01/2021	109.18	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	144.32	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	18.96	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	23.04	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	6.32	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	26.25	LIBRARY FUND
IMWCA	INSTALLMENT #2	08/01/2021	410.57	PARK & RECREATI
IMWCA	INSTALLMENT #2	08/01/2021	353.89	PARK & RECREATI
IMWCA	INSTALLMENT #2	08/01/2021	22.82	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	1.18	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	16.69	GENERAL FUND
IMWCA	INSTALLMENT #2	08/01/2021	3,440.46	POLICE FUND
IMWCA	INSTALLMENT #2	08/01/2021	5,218.61	FIRE FUND
IMWCA	INSTALLMENT #2	08/01/2021	2,045.79	AMBULANCE FUN
IMWCA	INSTALLMENT #2	08/01/2021	81.96	POOL (MEMORIAL)
IMWCA	INSTALLMENT #2	08/01/2021	1,372.29	ROAD USE TAX FU
IMWCA	INSTALLMENT #2	08/01/2021	381.54	SEWER FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	8,027.75	POLICE FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	12,176.75	FIRE FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	4,773.50	AMBULANCE FUN
IMWCA	DEPOSIT 2021-2022	07/01/2021	61.25	LIBRARY FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	958.00	PARK & RECREATI
IMWCA	DEPOSIT 2021-2022	07/01/2021	191.25	POOL (MEMORIAL)
IMWCA	DEPOSIT 2021-2022	07/01/2021	3,202.00	ROAD USE TAX FU
IMWCA	DEPOSIT 2021-2022	07/01/2021	890.25	SEWER FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	43.25	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	14.75	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	825.75	PARK & RECREATI
IMWCA	DEPOSIT 2021-2022	07/01/2021	254.75	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	53.25	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	2.75	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	336.75	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	44.25	GENERAL FUND
IMWCA	DEPOSIT 2021-2022	07/01/2021	53.75	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	109.18	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	22.82	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	23.04	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	6.32	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	3,440.46	POLICE FUND
IMWCA	INSTALLMENT #1	07/01/2021	410.57	PARK & RECREATI
IMWCA	INSTALLMENT #1	07/01/2021	353.89	PARK & RECREATI
IMWCA	INSTALLMENT #1	07/01/2021	81.96	POOL (MEMORIAL)
IMWCA	INSTALLMENT #1	07/01/2021	1.18	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	144.32	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	18.96	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	1,372.29	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMWCA	INSTALLMENT #1	07/01/2021	381.54	SEWER FUND
IMWCA	INSTALLMENT #1	07/01/2021	16.69	GENERAL FUND
IMWCA	INSTALLMENT #1	07/01/2021	5,218.61	FIRE FUND
IMWCA	INSTALLMENT #1	07/01/2021	2,045.79	AMBULANCE FUN
IMWCA	INSTALLMENT #1	07/01/2021	26.25	LIBRARY FUND
Total IMWCA:			59,257.74	
INDIANOLA HOME & LAWN CARE				
INDIANOLA HOME & LAWN CAR	CODE ENFORCEMENT ABATEMENT- 1009 E	07/26/2021	200.00	GENERAL FUND
Total INDIANOLA HOME & LAWN CARE:			200.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	JULY CREDIT CARD PROCESSING-SEWER	07/30/2021	1,120.28	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	JULY CREDIT CARD PROCESSING-STORM	07/30/2021	63.65	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	JULY CREDIT CARD PROCESSING-RECYCLI	07/30/2021	89.11	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	JULY UTILITY SERVICES - SEWER	08/02/2021	5,560.33	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	JULY UTILITY SERVCIES STORM WATER	08/02/2021	855.00	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	JULY UTILITY SERVICES - RECYCLING	08/02/2021	855.00	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			8,543.37	
IOWA DEPT OF NATURAL RESOURCES				
IOWA DEPT OF NATURAL RESO	ANNUAL NPDES PERMIT	08/10/2021	1,275.00	SEWER FUND
Total IOWA DEPT OF NATURAL RESOURCES:			1,275.00	
IOWA ECONOMIC DEV AUTHORITY				
IOWA ECONOMIC DEV AUTHOR	PRINCIPAL PYMT #7	09/01/2021	12,592.57	DOWNTOWN REV
IOWA ECONOMIC DEV AUTHOR	INTEREST PYMT #7	09/01/2021	253.75	DOWNTOWN REV
Total IOWA ECONOMIC DEV AUTHORITY:			12,846.32	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	TRAINING	07/19/2021	300.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			300.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGR MUN BLDG	08/01/2021	150.00	GENERAL FUND
IOWA WATER MANAGEMENT C	WATER MGR LIBRARY	08/01/2021	40.00	LIBRARY FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
JERICO SERVICES INC				
JERICO SERVICES INC	DUST CONTROL ON K STREET	07/29/2021	2,203.20	ROAD USE TAX FU
Total JERICO SERVICES INC:			2,203.20	
JETCO INC				
JETCO INC	SOUTH PLANT LIFT COMMUNICATION FAIL	07/28/2021	221.30	SEWER FUND
Total JETCO INC:			221.30	
JONES, DANNY				
JONES, DANNY	1108 N L ST PROPERTY ENFORCEMENT AB	08/11/2021	300.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total JONES, DANNY:			300.00	
KAPPELMAN, CHARLIE				
KAPPELMAN, CHARLIE	REFUND BUXTON ROOM DEPOSIT	08/09/2021	200.00	PARK & RECREATI
Total KAPPELMAN, CHARLIE:			200.00	
KELLER'S GARAGE				
KELLER'S GARAGE	245 MEDIC UNIT REAR WHEEL SEAL	07/26/2021	357.45	AMBULANCE FUN
Total KELLER'S GARAGE:			357.45	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	08/09/2021	1,112.20	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,112.20	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	KIYA KODA	08/11/2021	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
KLOCKE'S EMERGENCY VEHICLES				
KLOCKE'S EMERGENCY VEHIC	247 REAR DOOR LOCKING CABLE	08/09/2021	99.08	AMBULANCE FUN
Total KLOCKE'S EMERGENCY VEHICLES:			99.08	
KNOX COMPANY, THE				
KNOX COMPANY, THE	MOUNTING BRACKET 330	07/09/2021	79.00	FIRE FUND
Total KNOX COMPANY, THE:			79.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	REPAIR BACKHOE	07/07/2021	161.56	ROAD USE TAX FU
LAWSON PRODUCTS	SGNS FOR BRUSH FACILITY	07/23/2021	97.92	GENERAL FUND
Total LAWSON PRODUCTS:			259.48	
LENT, ANDREW				
LENT, ANDREW	MILEAGE	07/29/2021	61.38	GENERAL FUND
LENT, ANDREW	WELLNESS	08/05/2021	25.00	GENERAL FUND
Total LENT, ANDREW:			86.38	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	CONCRETE REINFORCEMENT MATERIAL	08/05/2021	2,025.00	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			2,025.00	
MACLYN West				
MACLYN West	PR SERVICES	07/03/2021	2,000.00	GENERAL FUND
Total MACLYN West:			2,000.00	
MARTIN BROS.				
MARTIN BROS.	POOL CONCESSIONS	06/03/2021	800.30	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	06/05/2021	308.70	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MARTIN BROS.	POOL CONCESSIONS	06/12/2021	33.97	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	06/15/2021	521.00	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	06/24/2021	541.85	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	07/05/2021	517.81	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	07/26/2021	634.07	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	07/29/2021	510.41	POOL (MEMORIAL)
Total MARTIN BROS.:			3,868.11	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	EMS OXYGEN	07/31/2021	135.76	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			135.76	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	LOCKSET FOR OFFICE DOOR	07/27/2021	8.54	PARK & RECREATI
MCCOY HARDWARE INC	CONCRETE MIX FOR PLANTERS	07/28/2021	8.80	LIBRARY FUND
MCCOY HARDWARE INC	CAMPGROUND HOSE CONNECTORS	07/28/2021	29.68	PARK & RECREATI
MCCOY HARDWARE INC	ANCHORS FOR CONCRETE	07/28/2021	5.89	PARK & RECREATI
MCCOY HARDWARE INC	ANCHORS FOR CONCRETE FOR PLANTERS	08/04/2021	6.84	LIBRARY FUND
MCCOY HARDWARE INC	WASP SPRAY	08/04/2021	19.86	PARK & RECREATI
Total MCCOY HARDWARE INC:			79.61	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED SB UMPIRE	08/06/2021	112.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			112.00	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE DISPOSAL	08/01/2021	260.00	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			260.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	07/22/2021	16.35	LIBRARY FUND
Total MID AMERICAN ENERGY CO.:			16.35	
MIRACLE RECREATION EQUIPMENT CO INC				
MIRACLE RECREATION EQUIP	PLAYGROUND SPRING REPAIR	07/21/2021	270.21	PARK & RECREATI
Total MIRACLE RECREATION EQUIPMENT CO INC:			270.21	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - STREETS	08/03/2021	392.13	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IT	08/03/2021	121.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FINANCE/CLERK	08/03/2021	236.35	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - COMM DEV	08/03/2021	188.89	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - AMBULANCE	08/03/2021	727.91	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - P&R	08/03/2021	281.31	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - PARKS	08/03/2021	212.19	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - LIBRARY	08/03/2021	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - CITY MANAGER	08/03/2021	80.55	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - HR	08/03/2021	68.26	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - CITY MANAGER	08/03/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	08/03/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	08/03/2021	81.10	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	DENTAL - FIANANCE / CLERK	08/03/2021	216.15	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - POLICE	08/03/2021	1,505.73	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FIRE	08/03/2021	128.45	FIRE FUND
MUTUAL OF OMAHA	DENTAL - POLICE	08/03/2021	861.39	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	08/03/2021	67.56	FIRE FUND
MUTUAL OF OMAHA	DENTAL - AMBULANCE	08/03/2021	382.87	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - P&R	08/03/2021	173.43	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - SEWER	08/03/2021	357.39	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - EE LIABILITY	08/03/2021	1,170.49	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - PARKS	08/03/2021	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - LIBRARY	08/03/2021	262.49	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - SEWER	08/03/2021	204.57	SEWER FUND
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	08/03/2021	1,733.85	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - COMM DEV	08/03/2021	83.66	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - STREETS	08/03/2021	413.11	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - CITY MANAGER	08/03/2021	80.55	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - POLICE	08/03/2021	1,586.28	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD ADJ - POLICE	08/03/2021	35.71	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FIRE	08/03/2021	128.45	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - AMBULANCE	08/03/2021	727.91	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD ADJ ` - PARKS	08/03/2021	32.75	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - LIBRARY	08/03/2021	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - SEWER	08/03/2021	357.39	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - EE LIABILITY	08/03/2021	1,120.05	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - COMM DEV	08/03/2021	188.89	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - STREETS	08/03/2021	392.13	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - COMM DEV	08/03/2021	83.66	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - STREETS	08/03/2021	413.11	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - POLICE	08/03/2021	880.58	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	08/03/2021	74.52	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - P&R	08/03/2021	281.31	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - PARKS	08/03/2021	212.19	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - PARKS	08/03/2021	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - LIBRARY	08/03/2021	262.49	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - SEWER	08/03/2021	204.57	SEWER FUND
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	08/03/2021	1,686.09	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	08/03/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	08/03/2021	216.15	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - AMBULANCE	08/03/2021	422.25	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - P&R	08/03/2021	173.43	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - IT	08/03/2021	121.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - FINANCE/CLERK	08/03/2021	236.35	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - CITY MANAGER	08/03/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	08/03/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - HR	08/03/2021	68.26	GENERAL FUND
Total MUTUAL OF OMAHA:			21,123.92	
NELLER, THEODORE				
NELLER, THEODORE	FRI COL-COURSES	07/31/2021	699.00	FIRE FUND
Total NELLER, THEODORE:			699.00	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	QTR FORWARDING	08/01/2021	45.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			45.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/22/2021	1,710.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/26/2021	1,585.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/27/2021	1,345.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/28/2021	900.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/29/2021	1,734.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	07/29/2021	1,360.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/03/2021	2,520.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			11,154.50	
PARK, KRIS				
PARK, KRIS	COED SB	08/06/2021	56.00	PARK & RECREATI
Total PARK, KRIS:			56.00	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	CARDIAC MONITORS LEASE BUY OUT .	07/27/2021	3,300.00	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			3,300.00	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIR HUB - JD 1200 GROOMER	07/30/2021	88.00	PARK & RECREATI
PIERCE BROTHERS REPAIR	CHAIR REPAIR FOR STATION	06/23/2021	24.00	FIRE FUND
Total PIERCE BROTHERS REPAIR:			112.00	
PROSCREENING LLC				
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - VISSER	08/01/2021	79.00	GENERAL FUND
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - CROSS	08/01/2021	45.00	PARK & RECREATI
Total PROSCREENING LLC:			124.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND CHECKS	07/31/2021	26.70	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			26.70	
RAFFETY, JACKIE				
RAFFETY, JACKIE	MILEAGE TO CLERK INST	07/29/2021	60.93	GENERAL FUND
Total RAFFETY, JACKIE:			60.93	
REAMS SPRINKLER SUPPLY				
REAMS SPRINKLER SUPPLY	IRRIGATION SPRINKLER REPAIRS	08/05/2021	464.72	PARK & RECREATI
Total REAMS SPRINKLER SUPPLY:			464.72	
ROBERTSON,ANSCHUTZ,SCHNEID, & CRANE LLC				
ROBERTSON,ANSCHUTZ,SCHN	LEGAL SEVICES	07/28/2021	57.75	POLICE FUND
Total ROBERTSON,ANSCHUTZ,SCHNEID, & CRANE LLC:			57.75	
ROCKFORD PUBLIC LIBRARY				
ROCKFORD PUBLIC LIBRARY	LOST BOOK	07/12/2021	28.00	LIBRARY FUND
Total ROCKFORD PUBLIC LIBRARY:			28.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SCHNEIDER GEOSPATIAL LLC				
SCHNEIDER GEOSPATIAL LLC	RENTAL/PERMITING/CODE ENFORCEMENT	07/02/2021	24,000.00	GENERAL FUND
SCHNEIDER GEOSPATIAL LLC	RENTAL/PERMITING/CODE ENFORCEMENT	07/02/2021	12,180.00	GENERAL FUND
Total SCHNEIDER GEOSPATIAL LLC:			36,180.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	08/11/2021	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMMERING-CORY				
SIMMERING-CORY	CODIFICATION	07/31/2021	944.00	GENERAL FUND
Total SIMMERING-CORY:			944.00	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	CONCRETE DRILL BITS	07/20/2021	333.02	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			333.02	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	KUBOTA F3680 REPAIR	05/27/2021	330.17	PARK & RECREATI
Total SUNDOWN EQUIPMENT:			330.17	
SUTPHEN CORPORATION				
SUTPHEN CORPORATION	NEW AERIAL 334 SUTPHEN	07/27/2021	809,023.00	VEHICLE RESERV
Total SUTPHEN CORPORATION:			809,023.00	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES INC	OUTDOOR MOVIE - GOONIES	07/28/2021	465.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			465.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL	07/24/2021	97.00	LIBRARY FUND
T.R.M. DISPOSAL LLC	DISPOSAL OF OLD AIR-CONDITIONER	07/24/2021	25.00	ROAD USE TAX FU
Total T.R.M. DISPOSAL LLC:			122.00	
THEISEN'S				
THEISEN'S	TRIMMER LINE FOR WEEDEATER	07/27/2021	14.99	SEWER FUND
THEISEN'S	SUPPLIES	07/27/2021	80.97	POLICE FUND
THEISEN'S	HAMMER DRILL BIT, CORNER BRACKETS, B	07/28/2021	19.61	PARK & RECREATI
Total THEISEN'S:			115.57	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	08/01/2021	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.66	GENERAL FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.67	GENERAL FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.67	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.67	SEWER FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.67	POLICE FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.66	FIRE FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.66	LIBRARY FUND
TRUENORTH COMPANIES LC	JUNE SAFETY MEETING	07/30/2021	16.67	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			133.33	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE COM DEV	07/14/2021	240.05	GENERAL FUND
U.S. CELLULAR	CELL PHONE FIRE	07/14/2021	229.98	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE PARKS	07/14/2021	32.52	PARK & RECREATI
U.S. CELLULAR	CELL PHONE SEWER	07/14/2021	50.41	SEWER FUND
U.S. CELLULAR	CELL PHONE STREET	07/14/2021	61.76	ROAD USE TAX FU
Total U.S. CELLULAR:			614.72	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION SERVICES	07/01/2021	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	DRUG TEST - SETTLES	07/30/2021	888.00	FIRE FUND
UPHDM OCCUPATIONAL MEDIC	DRUG TEST - SMITH	07/30/2021	888.00	FIRE FUND
Total UPHDM OCCUPATIONAL MEDICINE:			1,776.00	
USA BLUE BOOK				
USA BLUE BOOK	LAB SUPPLIES	07/23/2021	57.50	SEWER FUND
USA BLUE BOOK	SEWER DYE	07/23/2021	118.87	SEWER FUND
Total USA BLUE BOOK:			176.37	
VERIZON WIRELESS				
VERIZON WIRELESS	WPC WIRELESS	07/26/2021	40.01	SEWER FUND
Total VERIZON WIRELESS:			40.01	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES	07/28/2021	21,240.28	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT	07/28/2021	4,082.53	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	07/28/2021	38.29	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING	07/28/2021	7.17	LIBRARY FUND
WASTE MANAGEMENT OF IOW	SPRING CLEAN UP 2019-BRUSH FACILITY	07/28/2021	18,650.00	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			44,018.27	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES	08/01/2021	585.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES	08/01/2021	175.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES	08/01/2021	45.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	KYBO AT BRUSH FACILITY	08/01/2021	65.00	GENERAL FUND
Total WIEGERT DISPOSAL CO.:			870.00	
WILLIAMS BROTHERS CONSTRUCTION INC				
WILLIAMS BROTHERS CONSTR	PAY APP #14	08/08/2021	2,910,168.19	WWTP FACILITY C

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WILLIAMS BROTHERS CONSTRUCTION INC:			2,910,168.19	
WILSON, LISA				
WILSON, LISA	WELLNESS	08/09/2021	15.00	GENERAL FUND
Total WILSON, LISA:			15.00	
WT. COX SUBSCRIPTIONS				
WT. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS	07/12/2021	2,325.19	LIBRARY FUND
Total WT. COX SUBSCRIPTIONS:			2,325.19	
Grand Totals:			4,675,544.85	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From:
Date: August 16, 2021
Subject: Resolution approving monthly transfers.

Recommendation: Roll call is in order.

Attachments: 1. Aug 2021 Monthly 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 August 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 August 2021 transfers as described on the attached form are approved.

Passed and approved this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

FY 2021 Monthly Recurring Transfers

August 2021

	DEBIT	(CREDIT)	
610-8300-69101	\$ 5,395.83		Transfer Out to General Fund
001-9100-49102		\$ 5,395.83	Transfer In from Sewer PILOT
610-8300-69101	\$ 10,020.83		Transfer Out to Police Fund
011-1100-49101		\$ 10,020.83	Transfer In from Sewer PILOT
610-8300-69615	\$ 7,000.00		Transfer Out to City Manager
001-6150-49615		\$ 7,000.00	Transfer In from Sewer
110-2100-69615	\$ 7,000.00		Transfer Out to City Manager
001-6150-49615		\$ 7,000.00	Transfer In from Streets/RUT
610-8300-69625	\$ 2,381.00		Transfer Out to Human Resources
001-6250-49625		\$ 2,381.00	Transfer In from Sewer
110-2100-69625	\$ 2,381.00		Transfer Out to Human Resources
001-6250-49625		\$ 2,381.00	Transfer In from Streets/RUT
610-8300-69170	\$ 6,666.67		Transfer Out to Community Development
001-1700-49170		\$ 6,666.67	Transfer In from Sewer
110-2100-69170	\$ 6,666.67		Transfer Out to Community Development
001-1700-49170		\$ 6,666.67	Transfer In from Streets
001-1700-69621	\$ 1,467.58	CD	Transfer Out Info & Tech
001-6100-69621	\$ 1,100.00	M/C	Transfer Out Info & Tech
001-6150-69621	\$ 615.67	CM	Transfer Out Info & Tech
001-6200-69621	\$ 1,910.25	FIN	Transfer Out Info & Tech
001-6250-69621	\$ 615.67	HR	Transfer Out Info & Tech
011-1100-69621	\$ 5,705.42	PD	Transfer Out Info & Tech
015-1500-69621	\$ 1,139.75	FD	Transfer Out Info & Tech
016-1600-69621	\$ 6,458.83	EMS	Transfer Out Info & Tech
041-4100-69621	\$ 3,660.00	LIB	Transfer Out Info & Tech
042-4200-69621	\$ 1,014.50	Parks Admin	Transfer Out Info & Tech
042-4300-69621	\$ 3,095.58	Parks	Transfer Out Info & Tech
110-2100-69621	\$ 1,992.08	RUT	Transfer Out Info & Tech
610-8300-69621	\$ 1,680.42	Sewer	Transfer Out Info & Tech
001-6210-49621		\$ 30,455.75	Transfer In--Info & Tech
650-9000-69620	\$ 800.00	Storm Sewer	Transfer Out Clerk
610-8300-69620	\$ 4,500.00	Sewer	Transfer Out Clerk
670-8400-69620	\$ 800.00	Recycling	Transfer Out Clerk
001-6200-49620		\$ 6,100.00	Transfer In City Clerk
710-8300-69610	\$ 158,333.33		Transfer Out for Sewer Operations
610-8300-49610		\$ 158,333.33	Transfer In from Sewer Fee Revenue

\$ 242,401.08 \$ 242,401.08

Prepared By: _____

Date _____



MEMORANDUM

To: Mayor and City Council
From:
Date: August 16, 2021
Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments: 1. 08022021 minutes

City of Indianola - Regular Session – August 2, 2021

The Indianola City Council met in regular session at 6:00 p.m. on August 2, 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, Gwen Schroder, Greta Southall, Greg Marchant and Mayor Pepper. Absent: None.

Approval of claims and agenda item 5G – Resolution 2021-178 authorizing the Mayor to sign the application on the City's behalf regarding the Economic Development Financial Assistance for Cemen Tech Inc with the Iowa Economic Development Authority (IEDA) for assistance under the High-Quality Jobs Program (HQJP) were pulled from the consent agenda. Council Member Marchant moved to approve the consent agenda and Hulen seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of agenda
- July 19, 2021 Minutes.
- A renewal of a refuse hauling permit for Wiegert Disposal.
- Resolution 2021-176 approving Change Order Number 1 for the WRRF Influent Trunk Sewer from Langman Construction in a credit amount of \$7,685.24.
- Resolution 2021-177 approving the purchase of cardiac monitors.
- Third consideration of a proposed Ordinance establishing the street grades for the East Iowa Avenue Paving Project.
- Third consideration of an Ordinance approving amendments to Chapter 27 of the City Code (Art Commission).
- Resolution 2021-179 approving the updated Official Zoning Map.
- Resolution 2021-180 approving salaries.

Southall moved to approve the claims on the computer printout for August 2, 2021 and Marchant seconded the motion. On roll call, the vote was AYES: Hulen, Kling, Schroder, Southall and Marchant. NAYS: None. ABSTAIN: Parker due to a conflict of interest. Whereas the Mayor declared the motion approved.

Kling moved to approve Resolution 2021-178 authorizing the Mayor to sign the application on the City's behalf regarding the Economic Development Financial Assistance for Cemen Tech Inc with the Iowa Economic Development Authority (IEDA) for assistance under the High-Quality Jobs Program (HQJP). Southall seconded the motion. In discussion, it was noted that City staff has been working with the Greater Des Moines Partnership and Cemen Tech on a development agreement. The application states the City has to commit to a match for financial assistance using TIF as a rebate. Council Member Kling amended his motion to be contingent upon a development agreement being signed by both parties. Southall seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Mayor Pepper reported that the City's credit rating of Aa2 was confirmed due to steady growth and strong reserves. She also mentioned the rental inspection program meetings will be held on August 5 and 12, 2021 and that the City is implementing the plan to utilize the ARP fund money.

Mayor Pepper read a Proclamation declaring August 9 as Book Lovers Day in Indianola.

Marchant moved and Parker seconded to approve Resolution 2021-181 accepting the low bid on the purchase of streetlights for the Square Reconstruction Project. In discussion, Community and Economic Director Charlie Dissell stated the contract with Absolute Concrete did not include streetlights. The bid from Border States came in over budget. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall introduced the first consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission and moved for its adoption. Council Member Hulen seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2021-182 approving the purchase of an ambulance was introduced on a motion by Kling and seconded by Parker. In discussion, Fire Chief Chia stated the ambulance will replace a 2012 ambulance, which will then be sold. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Marchant moved to approve Resolution 2021-183 approving the Preliminary Official Statement for 2021 GO Bond Series and Hulen seconded the motion. In discussion, City Clerk/CFO Andrew Lent explained this is the first step for Council to take in obtaining a bond series. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Schroder and seconded by Southall to approve the first consideration of an Ordinance repealing Chapter 145 — Manufactured and Mobile Homes, Chapter 146 — Mobile Home Parks, and Chapter 164 — Small Wind Energy Conversion Systems. In discussion, Dissell clarified that the codes have been moved to another chapter, necessitating the need to repeal these chapters. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved and Parker seconded to approve the first consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees. In discussion, Dissell stated a code change is necessary to create a minimum of one ERU/metered unit for multi-residential homes due to the billing system not allowing a lesser amount. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2021-184 approving the Skate Park Graffiti Wall Policy was introduced on a motion by Southall and seconded by Parker. In discussion, Parks and Recreation Director Doug Bylund observed this is an opportunity for kids and young adults to show their artistic skills. He will work with the High School Art Club through the Indianola Public Art Commission. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Kling moved and Schroder seconded to receive and file correspondence from July 16 and 23, 2021 weekly updates provided by City Manager, Ryan Waller. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved to enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session at 6:21 pm. Marchant seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 6:56 pm Marchant moved, and Parker seconded to exit the closed session. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

No action was taken on items discussed in the closed session.

Meeting adjourned at 6:56 pm on a motion by Marchant and seconded by Southall.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Receive and file a letter from Christine Gravelle, 1500 W Third Ave, requesting a hearing to determine if a nuisance exists, and setting a Public Hearing on the request for September 7, 2021 at 6:00 p.m.

Introduction:

Background: On July 27, 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 1500 West Third Avenue. Section 50.08 states, "Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists, and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances."

On July 19, 2021, the Community Development Department received an anonymous complaint regarding tall grass and weeds in the rear yard of 1500 West Third Avenue, adjacent to East 2nd Avenue. Upon inspection on July 20, the Building and Zoning Official alleged a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding weeds, grass or brush on property located at 1500 West Third Avenue. On July 23, 2021, a letter was sent by certified mail to the property owner.

Discussion:

Budget Impact:

Recommendation: Staff recommends that the Public Hearing be set for the September 7, 2021 Council Meeting. Roll call is in order.

Attachments:

1. Letter
2. Notice
3. Complaint Checklist
4. Res 2021- set PH to determine nuisance for 1500 W 3rd

Charlie Dissell

Subject: RE: Hearing Request

From: Christine Gravelle <christinegravelle@icloud.com>

Sent: Tuesday, July 27, 2021 10:17 AM

To: Tim Little <tlittle@indianolaiaowa.gov>

Subject: Re: Hearing Request

Thank you!

On Jul 27, 2021, at 10:15 AM, Tim Little <tlittle@indianolaiaowa.gov> wrote:

Christine,

I have received your email and will let you know when the hearing is set on councils agenda.

Thanks!

Get [Outlook for iOS](#)

From: Christine Gravelle <christinegravelle@icloud.com>

Sent: Tuesday, July 27, 2021 6:15:29 AM

To: tlittle@indianolaiaowa.gov <tlittle@indianolaiaowa.gov>

Subject: Fwd: Hearing Request

Sent from my iPhone

Begin forwarded message:

From: Christine Gravelle <christinegravelle@icloud.com>

Date: July 26, 2021 at 10:47:13 PM CDT

To: tlittle@indianolaiaowa.org

Subject: Hearing Request

Hello,

My name is Christine Gravelle and I live at 1500 W Third Ave, Indianola IA 50125.

I would like to request a hearing with the Council in regards to a noticed I recently received titled, "Tall Grass and Weeds."

Thank you,
Christine



— COMMUNITY DEVELOPMENT —
NOTICE OF CODE VIOLATION

August 6, 2021
Gravelle, Christine Jo
1500 W 3rd Ave
Indianola IA 50125
CE: 79-2021
RE: **Tall Grass and Weeds**

Dear Property Owner,

Upon inspection of your property located at 1500 West 3rd Ave, Indianola, IA and pursuant to Chapter 50 of the Code of Ordinances of the City of Indianola, as amended, Community Development staff found tall grass and weeds above what is allowed by ordinance, in the rear yard closest to East 2nd Ave. As such, staff has determined that the property is in violation of Chapter 136.03.

50.02(12) Weeds, Grass or Brush.

"Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety, or fire hazard. No person shall allow or permit grass or weeds to grow upon such person's property in violation of the City's property maintenance code. (See Chapter 154)"

In order to comply with City Code, please mow the property and remove the tall grass and weeds at the earliest convenience within the next 3 days of the postmarked date. Failure to correct the violation may result in action being taken by the City of Indianola to abate and will assess associated costs against you.

To request a hearing with the Council, a written request should be delivered to the Clerk within three (3) days from the date of this notice or it will be presumed that a nuisance exists, and it must be abated as ordered. Any hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

Please do not hesitate to contact the Code Enforcement officer with any questions in regard to this notice. The Code Enforcement officer may be reached at (515) 962-9430 or through email at tlittle@indianolaiowa.gov.

Respectfully,
Tim Little

BUILDING AND ZONING OFFICIAL

City of Indianola, Community Development
515-962-9430
tlittle@indianolaiowa.gov





Community Development

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

CODE ENFORCEMENT COMPLAINT CHECKLIST

Date of Complaint: 7/19/2021

Address of Complaint: 1500 West 3rd Ave

Description of Complaint: _____

Tall grass and weeds in rear yard next to East 2nd Ave.

Complainant Name: _____ Complainant Contact: _____

Date/Time of Initial Inspection: 7/20/2021 Valid Complaint: Yes ☒ No ☐

Door Hanger Left: Yes ☐ No ☒ Number of Pictures Taken: 0

NOTES: Sent letter demanding compliance within 3 days

Case Number: 79-2021

Violation Code Section: _____

Date Initial Letter Sent: 7/23/2021

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
\$ _____

Total Postage and Fees
\$ _____

Sent To
Gravelle, Christine Jo
Street and Apt. No., or PO Box No.
1500 W 3rd Ave
City, State, ZIP+4®
Indianola, IA 50125

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION TO RECEIVE AND FILE A LETTER FROM CHRISTINE GRAVELLE OF
1500 WEST THIRD AVE REQUESTING A HEARING TO DETERMINE IF A
NUISANCE EXISTS AND SETTING A HEARING ON THE REQUEST**

WHEREAS, on July 19, 2021, the Community Development Department received an anonymous complaint regarding tall grass and weeds in the rear yard of 1500 West Third Avenue, adjacent to East 2nd Avenue; and

WHEREAS, upon inspection on July 20, the Building and Zoning Official alleged that a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding Weeds, Grass or Brush on property located at 1500 West Third Avenue; and

WHEREAS, on July 23, 2021, a letter was sent by certified mail to the property owner.

WHEREAS, on July 27, 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 1500 West Third Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the letter from Christine Gravelle, 1500 W Third Ave, has been received and shall be filed, and a hearing on the alleged nuisance violation is hereby set for the 7th day of September, 2021

APPROVED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Resolution setting a Public Hearing on September 7, 2021, regarding a request from TeaMc, LLC to rezone property located at 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Introduction:

Background: At its meeting on August 16, the City Council will be asked to set a public hearing for an application for rezoning. At its meeting on August 10, the Planning and Zoning Commission reviewed this item and recommended the request be approved. If the public hearing is set by Council, staff will present all application materials and recommendations at that meeting.

Discussion:

Budget Impact:

Recommendation: Staff recommends setting a Public Hearing for September 7, 2021. Roll call is in order.

Attachments:

1. Public Hearing Notice - Rezone
2. Res 2021- set PH for rezoning request

**NOTICE OF PUBLIC HEARING TO CONSIDER AN AMENDMENT OF ZONING DISTRICT
BOUNDARIES FROM THE A-1 (AGRICULTURAL/OPEN SPACE ZONING DISTRICT) TO R-1
(SINGLE-FAMILY RESIDENTIAL DETACHED ZONING DISTRICT)**

Notice is Hereby Given: That at 6:00 P.M., at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, IA 50125 on September 7, 2021, the City Council of the City of Indianola, Iowa will hold a public hearing to consider an amendment for a rezoning from the A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District) on land described as follows:

The North Nine (9) acres of the Southeast Quarter of the Northwest Quarter of Section 36, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa.

A copy of the proposed ordinance is on file for public inspection in the office of the City Clerk. At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

\s\ Andrew J. Lent, City Clerk

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION SETTING A PUBLIC HEARING ON SEPTEMBER 7, 2021 REGARDING A
REQUEST FROM TEAMC, LLC TO REZONE PROPERTY LOCATED AT 1308 SOUTH G
STREET FROM A-1 (AGRICULTURAL/OPEN SPACE ZONING DISTRICT) TO R-1 (SINGLE-
FAMILY RESIDENTIAL DETACHED ZONING DISTRICT)**

WHEREAS, the City Council of the City of Indianola, Iowa (the “City”) desires to consider an amendment for a rezoning from the A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District) on land described as:

The North Nine (9) acres of the Southeast Quarter of the Northwest Quarter of Section 36, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa; and

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

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

1. That a public hearing be held by the Indianola City Council on the proposed amendment to the Zoning Ordinance, at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on September 7, 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.

2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

APPROVED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of a renewal liquor license for Fareway Stores, Inc., located at 1309 West 2nd Avenue.

Introduction: This is a renewal of Fareway's liquor license.

Background:

Discussion: Council is asked to consider approving the renewal of Fareway's Class E liquor license with Class C and B permits. The paperwork is in order and staff has approved.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of a new liquor license for Wesley Retirement Services, Inc dba The Village, located at 1203 North E Street.

Introduction: This is a new liquor license for The Village.

Background:

Discussion: Council is asked to consider approving a new Special Class C liquor license with Sunday sales privileges for Wesley Retirement Services, Inc dba The Village, located at 1203 North E Street. The paperwork is in order and staff has approved.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of a renewal liquor license for The Zoo, located at 102 West Ashland Avenue.

Introduction: This is a renewal of The Zoo's liquor license.

Background:

Discussion: Council is asked to consider approving a renewal Class C liquor license with Sunday sales privileges for The Zoo, located at 102 West Ashland Avenue. The owner is Jesse Forbes. All the paperwork is in order and staff has approved.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of an event application for the 2021 Children's Costume Party to be held on Saturday, October 30, 2021.

Introduction:

Background:

Discussion: Council is asked to consider approving an application for the annual Children's Costume Party to be held around the Square.

Budget Impact:

Recommendation: All paperwork is in order and staff has approved.

Attachments: 1. 2021 Children's Halloween Party



Event Details:

Event Name: Children's Costume Party (Annual Halloween Event)

Event Sponsor(s): Indianola Parks and Recreation

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

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

Other: streets and sidewalks around the square will be utilized

Date/Time of event: Saturday, October 30, 2021

Location of event: Indianola Square

Anticipated Attendance: 300 Per Day 200-400 Total

Organization: Indianola Parks and Recreation

Contact Name: Afton Bradley

Address: 2204 West 2nd Avenue

Telephone Number: 515-961-9420

Fax Number: _____

Email address: abradley@indianolaiowa.gov

Today's Date: August 3, 2021

Please describe your request and event:

INDIANOLA

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

Set Up Begins	Date <u>10/30/2021</u>	Time <u>6am</u>	Day of Week <u>Saturday</u>
Event Starts	Date <u>10/30/2021</u>	Time <u>10am</u>	Day of week <u>Saturday</u>
Event Ends	Date <u>10/30/2021</u>	Time <u>12pm</u>	Day of week <u>Saturday</u>
Dismantle	Date <u>10/30/2021</u>	Time <u>1pm</u>	Day of week <u>Saturday</u>



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

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

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

Before submitting this application be sure to complete the following:

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

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

Applicant Signature: Afton Bradley

Date: 8/3/2021

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

Return Application with attachments to:

City of Indianola

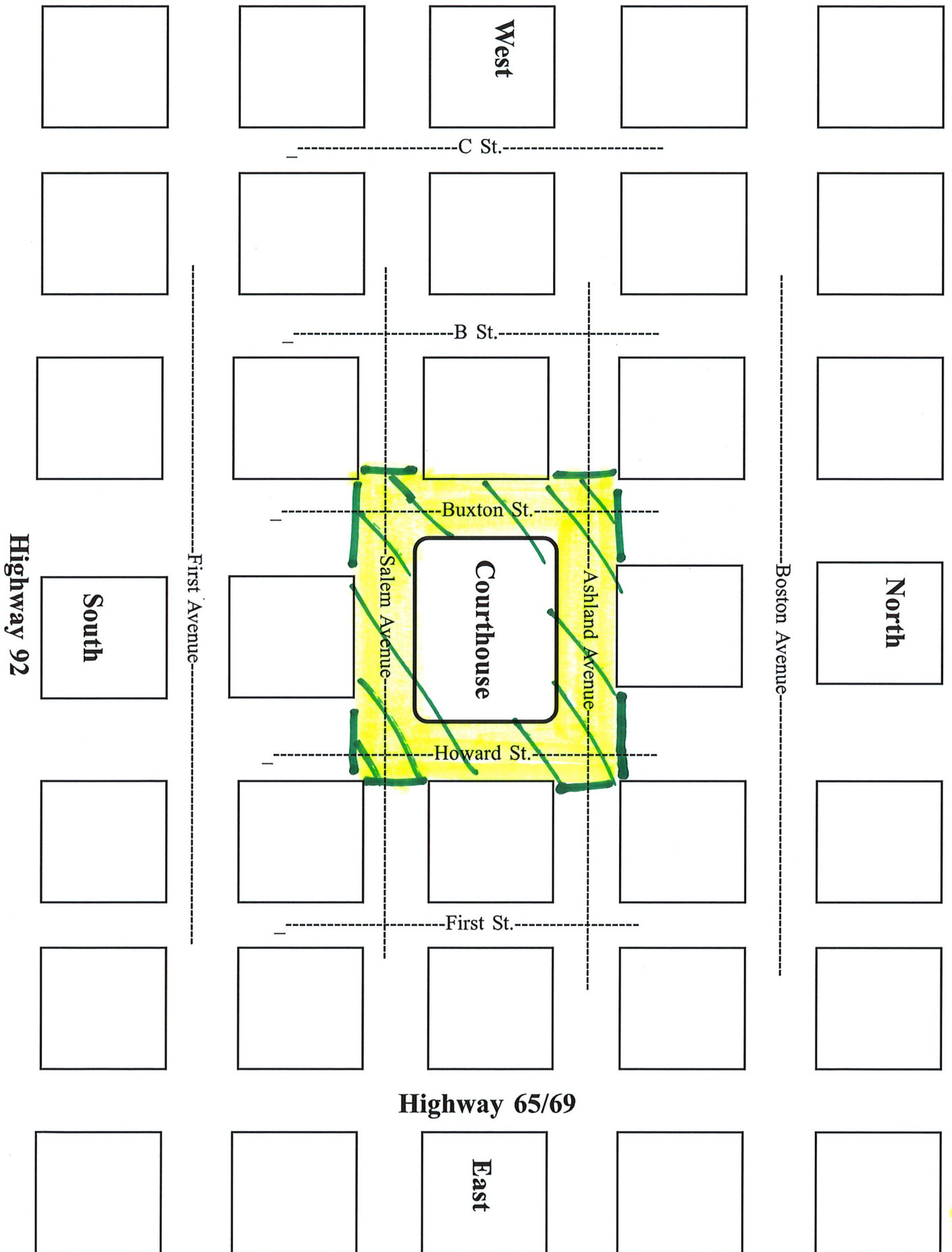
Attn: Event Applications

110 N 1st St PO Box 299

Indianola, Iowa 50125

email cityclerk@indianolaiowa.gov

City website indianolaiowa.gov



Map 2



Highway 65/69

Highway 92

South

North

West

East

C St.

B St.

Buxton St.

Howard St.

First St.

Salem Avenue

Ashland Avenue

Boston Avenue

First Avenue

Answers to Special Event Application:

Please describe your request and event:

The Annual Halloween Children's Costume Party on the Indianola Square. We will utilize the streets around the square for Halloween games and activities. We will need access to the sidewalks around the square, so our patrons can trick-or-treat or shop locally at the businesses wanting to participate in this event. This event is still tentative and may be cancelled later.

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

The streets we will need to utilize and block off around the square are: Ashland Ave., Buxton St. Salem Ave., and Howard Street. Now in case we are unable to utilize Buxton and Salem due to construction, we would like to extend another block to the West of Ashland Avenue, see map 2 attached.

Depending on the Downtown Construction:

In Map 1: We would block off the corners of Buxton and Ashland, Buxton and Salem, Salem and Howard, and Howard and Ashland. Drivers will be able to take a right and go down another street if they get stuck at a barricade.

In Map 2: We would block off the corners of Howard and Ashland, Ashland and Buxton and Ashland and B. Street. Now Drivers wouldn't be able to take a right on Ashland and Buxton, so we may need to add extra signage on Buxton and Boston to warn drivers.

We will borrow barricades and cones from the street department.

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

Depending on the Streetscape Project, we have a plan A (refer to Map 1) and plan B (refer to Map 2).

Plan A (Map 1): The streets we will need to utilize around the square are Ashland Ave., Buxton St. Salem Ave., and Howard Street. We will block off the corners of Buxton and Ashland, Buxton and Salem, Salem and Howard, and Howard and Ashland. Drivers will be able to take a right and go down another street if they get stuck at a barricade.

Plan B (Map 2): The streets we will need to utilize around the square are: Howard and Ashland to the corner of B. Street and Ashland. We would block off the corners of Howard and Ashland, Ashland and Buxton and Ashland and B. Street. Now Drivers wouldn't be able to take a right on Ashland and Buxton, so we may need to add extra signage on Buxton and Boston to warn drivers.

All Barricades: We will borrow barricades and cones from the street department.

Supervision and Sanitization: Staff and volunteers will supervise each activity, and sanitization stations will be located near and around high touch areas for anyone to use.

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

Answers to Special Event Application:

We will follow normal department procedures. We will post online Covid-19 expectations and signage around the square. We will also provide 6 hand sanitizer stations.

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

No vendors will be involved. Clean up will be minimal.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of Pay Application Number 14 to Williams Brother's Construction for the Water Resource Recovery Facility in the amount of \$2,910,168.19.

Introduction:

Background: Updates on the project may be found on the City [website](#).

Discussion: As of the Pay Application, Williams Brothers Construction Inc has been paid 51% of the contract. Items included in this application are through July 31.

Budget Impact:

Recommendation: The payment application has been reviewed and full payment is recommended.

Attachments: 1. Indianola Pay App #14



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

▷ HRRGREEN.COM

August 8, 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. 14**

Dear Rick:

Attached is an electronic copy of Payment Application No. 14 from Williams Brothers Construction Inc. (WBCI) for the Indianola Water Resource Recovery Facility (WRRF) project. Items included in this application are through July 31, 2021 and summarized as follows:

- **General Requirements:** Division 01, Mobilization;
- **Site Work:** Influent Trunk Sewer, Storm Sewer, Sanitary Sewer Lines, Sanitary Sewer Manholes, Process Structures Influent & Effluent Lines, Fire Lines, Potable Water Lines, Erosion Control, Electrical Site Wiring;
- **100-Electrical Service Building:** Painting, Electrical Rough-in;
- **120-Admin Vehicle Storage:** CMU Walls, Electrical rough-in;
- **210-Headworks:** Slide Gates;
- **230-Grit Building:** CMU Walls, Exterior Brick Walls, Wall System Insulation, Roofing, Painting, Slide Gates;
- **250-Equalization Tank:** Nothing this period;
- **270-Peak Flow Treatment:** Exterior Brick Walls, Wall System Insulation, Painting, Electrical Work;
- **320-Oxidation Ditches:** Rebar;
- **350-Secondary Treatment Building:** Concrete Walls, Process Equipment;
- **380-Secondary Clarifiers:** Rebar, Concrete Walls;
- **420-UV Disinfection Building:** Roofing, Painting, Electrical rough-in;
- **520-Aerobic Digester:** Rebar, Concrete Walls;
- **550-Solids Processing Building:** Nothing this period;
- **570-Biosolids Storage:** Rebar, Concrete Walls;
- **Change Orders:** Nothing this period;
- **Stored Materials:** Electrical & Instrumentation Gear, Hollow Metal Doors And Frames, Process Equipment, Secondary Clarifier Mechanism;

The total for Pay Application No. 14 is \$2,910,168.19. As of this Pay Application, WBCI has been paid 51.0% of the contract. The total work completed and stored to date is 53.7% of the total contract which breaks down to work completed of 45% with the remainder in stored materials. As of this Pay Application, 61.4% of the time has been used.



We have reviewed Payment Application No. 14 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. 14 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.

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

Joseph Frankl, P.E.
Project Manager

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

J:\2019\191899\Construction\Payment\Pay_Estimates\#14\ltr-080821-Williams_Brothers_Pay_Request_14.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

TO OWNER: City of Indianola

>> 110 N 1st Street
Indianola, IA 50125Telephone:
Fax:

PROJECT

Indianola Water Resource Recovery Facility

Application No.

14

Period To:

July 31, 2021

PROJECT NOS.:

Distribution to:

OWNER
ENGINEER

FROM CONTRACTOR:

Williams Brothers Construction Inc.

VIA ENGINEER HR Green Inc.

Phone: 515-278-2913

App'l date

July 31, 2021

CONTRACTOR

P.O. Box 1366

5525 Merle Hay Road, Suite 200

Fax:

Contract date:

Peoria, Illinois 61654

Johnston, IA 50131

Substantial completion date:

CONTRACT FOR: General Ph 309/688-0416; Fax 309/688-0891

Attn: James Rasmussen

Invoice 7 21 530 14

email -- (jacob.lee) (anthony)@wbci.us

CONTRACTOR'S APPLICATION FOR PAYMENTApplication 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.....	24,469,517.05
(Column G on G702)	
5. RETAINAGE:	
a. 5 % of 100% of Contract.....	(1,025,416.26)
(Columns D + E on G703)	
b. 5 % of Stored Material.....	(198,059.59)
(Columns F on G703)	
Total Retainage (Line 5a + 5b or	0.00
Total in Column I of G703)	(1,223,475.85)
6. TOTAL EARNED LESS RETAINAGE	23,246,041.20
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(20,335,873.01)
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	2,910,168.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE	22,309,442.80
(Line 3 less Line 6)	

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)
TOTAL	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:

Date:

July 31, 2021

Jacqueline Smith, Treasurer

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this day of

July 31, 2021

Notary Public :

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

2,910,168.19

(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:

Date:

8/9/2021

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.

1		CONTINUATION SHEET				Application No. 14	PER TO: July 31, 2021					
2						APPL. DATE: July 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	
7	Div. #01		General Requirements									
8	01	0000	1	Mobilization	August Winter & Sons, Inc.	185,000.00	111,000.00		111,000.00	60%	74,000.00	5,550.00
9	01	0000	1	Demobilization	August Winter & Sons, Inc.	5,000.00			0.00	0%	5,000.00	0.00
10	01	0000	1	Div #1	Price Electric	177,000.00	127,440.00	5,310.00	132,750.00	75%	44,250.00	6,637.50
11	01	0000	1	Demobilization	Williams Brothers Const. Inc.	101,250.00			0.00	0%	101,250.00	0.00
12	01	0000	1	Submittal Exchange	Williams Brothers Const. Inc.	28,321.27	28,321.27		28,321.27	100%	0.00	1,416.06
13	01	0000	1	Mobilization	Williams Brothers Const. Inc.	1,688,184.10	843,750.00	844,434.10	1,688,184.10	100%	0.00	84,409.21
14	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
15	Site Work											
16	03	0000	0	Site Structures								
17	03	0000	0	Rebar	M/L Harris Rebar (Ambassador Steel)	30,025.00		16,975.00	16,975.00	57%	13,050.00	848.75
18	03	0000	0	Concrete	M Norwalk Ready Mix Concrete Inc.	27,279.62			0.00	0%	27,279.62	0.00
19	03	0000	0	Form & place								
20	03	0000	0	Walls	L Williams Brothers Const. Inc.	208,278.78			0.00	0%	208,278.78	0.00
21	03	0000	0	Base Slabs	L Williams Brothers Const. Inc.	19,164.60			0.00	0%	19,164.60	0.00
22	03	0000	0	SOG	L Williams Brothers Const. Inc.	12,675.15	1,267.52		1,267.52	10%	11,407.64	63.38
23	03	0000	0	Precast Hollowcore Slabs	L Williams Brothers Const. Inc.	3,473.55			0.00	0%	3,473.55	0.00
24	03	0000	0	Suspended Slab	L Williams Brothers Const. Inc.	8,468.55			0.00	0%	8,468.55	0.00
25	03	0000	0	Mechanical Curbs	L Williams Brothers Const. Inc.	1,999.35			0.00	0%	1,999.35	0.00
26	03	0000	0	Concrete	M Norwalk Ready Mix Concrete Inc.	392,918.50			0.00	0%	392,918.50	0.00
27	03	0000	0	Pavement	L Williams Brothers Const. Inc.	787,570.42			0.00	0%	787,570.42	0.00
28	03	0000	0	Sidewalk	L Williams Brothers Const. Inc.	72,666.10			0.00	0%	72,666.10	0.00
29	03	1000	0	Site Bridge	M Molin Concrete Products	7,782.00			0.00	0%	7,782.00	0.00
30	03	1000	0	Site Bridge	L Williams Brothers Const. Inc.	10,504.00			0.00	0%	10,504.00	0.00
31	08	3100	0	Access Doors and Panels	M Nystrom	425.00			0.00	0%	425.00	0.00
32	08	3100	0	Access Doors and Panels	L Williams Brothers Const. Inc.	1,470.85			0.00	0%	1,470.85	0.00
33	10	4400	0	Fire Protection Specialties	M Johnson Specialty Sales, Ltd.	1,525.00			0.00	0%	1,525.00	0.00
34	10	4400	0	Fire Protection Specialties	L Williams Brothers Const. Inc.	889.20			0.00	0%	889.20	0.00
35	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
36	22	0500	0	12" PVC Storm Sewer	J and K Contracting	41,393.52	39,203.60	1,800.00	41,003.60	99%	389.92	2,050.18
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
38	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
39	22	0500	0	SW-512 Intake	J and K Contracting	6,392.82	2,130.94	711.13	2,842.07	44%	3,550.75	142.10
40	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
41	22	0500	0	SW-501 Intake	J and K Contracting	5,928.62			0.00	0%	5,928.62	0.00
42	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
43	22	0500	0	60" SW-301 Manhole	J and K Contracting	256,987.28	128,493.64		256,987.28	100%	0.00	12,849.36
44	22	0500	0	12" CMP Flared End Section	J and K Contracting	2,327.56	1,163.78		1,163.78	50%	1,163.78	58.19
45	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
46	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
47	22	0500	0	8" PVC Site Sanitary Sewer	J and K Contracting	16,713.39	16,713.39		16,713.39	100%	0.00	835.67
48	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
49	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
50	22	0500	0	6" PVC RDT Drain	J and K Contracting	6,304.07		6,304.07	6,304.07	100%	0.00	315.20
51	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
52	22	0500	0	4" Roof Drain	J and K Contracting	5,949.64			0.00	0%	5,949.64	0.00
53	22	0500	0	8" Roof Drain	J and K Contracting	7,413.93			0.00	0%	7,413.93	0.00
54	22	0500	0	60" EQ Basin Manhole	J and K Contracting	14,937.54			0.00	0%	14,937.54	0.00
55	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
56	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
57	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
58	22	0500	0	10" Solid Drain	J and K Contracting	32,848.20	27,330.05	1,234.00	28,564.05	87%	4,284.15	1,428.20
59	22	0500	0	6" Footing Drain	J and K Contracting	120,618.96	82,009.62		82,009.62	68%	38,609.34	4,100.48

1		CONTINUATION SHEET										Application No. 14	PER TO: July 31, 2021		
2												APPL. DATE: July 31, 2021	ENGINEER'S PROJECT NO. 000		
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 Clarifier 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	7,710.60		3,272.41	10,983.01	95%	582.89	549.15		
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	73,524.06		1,109.30	74,633.36	87%	11,339.28	3,731.67		
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	85,361.20		103,978.00	100%	0.00	5,198.90		
77	22	0500	0	14" PVC Grit Influent	J and K Contracting	73,300.40	70,006.00	3,294.40		73,300.40	100%	0.00	3,665.02		
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	41,235.70			41,235.70	100%	0.00	2,061.79		
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 Oxidation Ditch Effluent	J and K Contracting	138,246.57	138,246.57			138,246.57	100%	0.00	6,912.33		
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	93,798.39	2,611.06		96,409.45	100%	0.00	4,820.47		
98	22	0500	0	42" PVC Influent Trunk Sewer	J and K Contracting	230,353.20	174,510.00	55,843.20		230,353.20	100%	0.00	11,517.66		
99	22	0500	0	8" Fire	J and K Contracting	52,634.80	51,976.62		658.18	52,634.80	100%	0.00	2,631.74		
100	22	0500	0	6" Fire	J and K Contracting	166,088.98	109,618.73	28,235.13		137,853.86	83%	28,235.12	6,892.69		
101	22	0500	0	6" Potable Water	J and K Contracting	32,732.42		18,957.00		18,957.00	58%	13,775.42	947.85		
102	22	0500	0	30" PVC Effluent Outfall Sewer	J and K Contracting	34,783.23	34,783.23			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	64,081.05	36,209.62	156,549.62	78%	43,635.97	7,827.48		
104	22	0500	0	6" Irrigation	J and K Contracting	89,328.96	52,920.00	0.00	17,158.42	70,078.42	78%	19,250.54	3,503.92		
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	33,961.99		14,020.02	47,982.01	81%	11,600.42	2,399.10		
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	11,402.00			11,402.00	100%	0.00	570.10		
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	2	CONTINUATION SHEET						Application No. 14		PER TO: July 31, 2021				
3	4	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	4,435.08		34,116.00	100%	0.00	1,705.80
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	254,220.00		196,870.00	451,090.00	67%	217,910.00	22,554.50
118	25	1300	0		Controls-Jetco-Instrumentation	L Price Electric	128,500.00			82,250.00	82,250.00	64%	46,250.00	4,112.50
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 Supplemental 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	702,395.20	121,568.40		823,963.60	61%	526,796.40	41,198.18
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	1,641.00		26,917.00	64%	15,433.00	1,345.85
128	31	2319	0		Dewatering	M/L Williams Brothers Const. Inc.	26,000.00	23,400.00			23,400.00	90%	2,600.00	1,170.00
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	270,000.00			270,000.00	90%	30,000.00	13,500.00
137	33	3211	0		Gate Operators	M Des Moines Steel Fence Co., Inc.	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 Steel)	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 Inc.	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 Products	14,400.00				0.00	0%	14,400.00	0.00
151	08	1116	100		Aluminum Doors and Frames	L Commercial Construction Products	1,500.00				0.00	0%	1,500.00	0.00
152	08	4313	100		Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00
153	08	4313	100		Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00
154	08	4313	100		Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00
155	08	4313	100		Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00
156	09	9000	100		Paints and Coatings 100 Electrical Bldg	M RP Coatings	400.00		400.00		400.00	100%	0.00	20.00
157	09	9000	100		Paints and Coatings	L RP Coatings	1,700.00		1,700.00		1,700.00	100%	0.00	85.00
158	13	3419	100		Metal Buildings System	M Riverview Construction Company	18,756.00	18,756.00			18,756.00	100%	0.00	937.80
159	13	3419	100		Metal Buildings System	L Riverview Construction Company	21,274.00	21,274.00			21,274.00	100%	0.00	1,063.70
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	2	CONTINUATION SHEET				Application No. 14	PER TO July 31, 2021						
3	4	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			7,487.00	7,487.00	98%	123.00	374.35
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	35,772.75	7,154.55		42,927.30	90%	4,769.70	2,146.37
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	5,650.00			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 Steel)	34,855.00	25,816.50		6,376.24	32,192.74	92%	2,662.26	1,609.64
183	03	0000	120	Concrete	M Norwalk Ready Mix Concrete	48,461.80	42,930.87			42,930.87	89%	5,530.94	2,146.54
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	137,366.55			137,366.55	100%	0.00	6,868.33
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			3,914.00	3,914.00	100%	0.00	195.70
192	04	2000	120	120 Admin CMU	M Seedorff Masonry, Inc.	26,144.00		7,093.00		7,093.00	27%	19,051.00	354.65
193	04	2000	120	120 Admin CMU	L Seedorff Masonry, Inc.	90,081.00		27,774.00		27,774.00	31%	62,307.00	1,388.70
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	2,535.00		15,210.00	90%	1,690.00	760.50
198	08	1113	120	Hollow Metal Doors and Frames	M Commercial Construction Products Co	32,863.00		0.00	3,500.00	3,500.00	11%	29,363.00	175.00
199	08	1113	120	Hollow Metal Doors and Frames	L Commercial Construction Products Co	4,200.00				0.00	0%	4,200.00	0.00
200	08	1116	120	Aluminum Doors and Frames	M Commercial Construction Products Co	Includ above				0.00		0.00	0.00
201	08	1116	120	Aluminum Doors and Frames	L Commercial Construction Products Co	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	14	PER TO	July 31, 2021			
2								APPL. DATE:	July 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		
219	10	2113	120	Plastic Toilet Compartments	M	EPCO Ltd, Inc.				0.00	0%	1,367.00	0.00	
220	10	2113	120	Plastic Toilet Compartments	L	Williams Brothers Const. Inc.				0.00	0%	1,170.00	0.00	
221	10	2800	120	Toilet, Bath and Laundry Accessories	M	EPCO Ltd, Inc.				0.00	0%	1,413.00	0.00	
222	10	2800	120	Toilet, Bath and Laundry Accessories	L	Williams Brothers Const. Inc.				0.00	0%	3,120.00	0.00	
223	10	5113	120	Metal Lockers	M/L	OSDI				0.00	0%	4,707.00	0.00	
224	12	2400	120	Window Shades	M/L	Premier Edge, LLC				0.00	0%	1,788.00	0.00	
225	12	3600	120	PLAM Casework, Tops & Sills	M	Innovative Laboratory Systems				0.00	0%	11,150.00	0.00	
226	12	3600	120	PLAM Casework, Tops & Sills	L	Innovative Laboratory Systems				0.00	0%	1,200.00	0.00	
227	13	3419	120	Metal Buildings System	M	Riverview Construction Compa	100,091.00	35,032.00	65,059.00	100,091.00	100%	0.00	5,004.55	
228	13	3419	120	Metal Buildings System	L	Riverview Construction Compa	104,836.00	36,692.60		36,692.60	35%	68,143.40	1,834.63	
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	46,618.00	13,370.00	59,988.00	50%	59,755.00	2,999.40	
232	22	0500	120	120 Admin Bldg	L	August Winter & Sons, Inc.	75,230.00	40,392.00		40,392.00	54%	34,838.00	2,019.60	
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		7,488.00	7,488.00	98%	122.00	374.40	
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	75,000.00	9,000.00	84,000.00	28%	216,000.00	4,200.00	
261	31	5000	120	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	33,900.00		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 Steel)	119,015.00	93,631.23	0.00	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	514,237.26		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	14	PER TO:	July 31, 2021	
2												APPL. DATE	July 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			14,545.00	14,545.00	100%	0.00	727.25		
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 For Sure Roofing and Sheetmet	25,561.54				0.00	0%	25,561.54	0.00		
286	07	5400	210		Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	22,914.98				0.00	0%	22,914.98	0.00		
287	07	6200	210		Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	819.74				0.00	0%	819.74	0.00		
288	07	6200	210		Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	4,709.68				0.00	0%	4,709.68	0.00		
289	08	1116	210		Aluminum Doors and Frames	M Commercial Construction Products Co	28,900.00				0.00	0%	28,900.00	0.00		
290	08	1116	210		Aluminum Doors and Frames	L Commercial Construction Products Co	4,100.00				0.00	0%	4,100.00	0.00		
291	08	3323	210		Overhead Coilings Doors	M WD Door	18,275.00				0.00	0%	18,275.00	0.00		
292	08	3323	210		Overhead 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			8,779.00	8,779.00	29%	21,381.00	438.95		
313	23	3100	210		HVAC Ducts and Casings	L Corn States Metal Fabricators	34,280.00	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		

CONTINUATION SHEET												Application No. 14	PER TO: July 31, 2021
												APPL. DATE July 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	210	Headworks	M/L	Helitech	39,416.00	39,416.00		39,416.00	100%	0.00	1,970.80
331	35	2016	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	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	44,242.00		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	Screenings Washer/Compactor	M	August Winter & Sons	included in 462151			0.00		0.00	0.00
338	46	2152	210	Screenings 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						74,040.00	100%	0.00	3,702.00
341	03	0000	230	Rebar	M/L	Harris Rebar (Ambassador Steel)	74,040.00	74,040.00		74,040.00	100%	0.00	2,755.94
342	03	0000	230	Concrete	M	Norwalk Ready Mix Concrete	55,118.71	55,118.71		55,118.71	100%	0.00	0.00
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%	0.00	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	10,504.00		10,504.00	100%	0.00	525.20
350	04	2000	230	230 Grit Insulation	M	Seedorff Masonry, Inc.	10,608.00		10,608.00	10,608.00	100%	0.00	530.40
351	04	2000	230	230 Grit CMU	M	Seedorff Masonry, Inc.	9,903.00	9,408.00	495.00	9,903.00	100%	0.00	495.15
352	04	2000	230	230 Grit Brick	M	Seedorff Masonry, Inc.	16,656.00		16,656.00	16,656.00	100%	0.00	832.80
353	04	2000	230	230 Grit Brick	L	Seedorff Masonry, Inc.	34,687.00		34,687.00	34,687.00	100%	0.00	1,734.35
354	04	2000	230	230 Grit Insulation	L	Seedorff Masonry, Inc.	4,763.00		4,763.00	4,763.00	100%	0.00	238.15
355	04	2000	230	230 Grit CMU	L	Seedorff Masonry, Inc.	38,819.00	36,878.00		36,878.00	95%	1,941.00	1,843.90
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		4,429.21	4,429.21	50%	4,429.21	221.46
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	For Sure Roofing and Sheetmet	7,518.10		1,020.43	1,020.43	14%	6,497.67	51.02
365	07	5400	230	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	6,740.00		1,083.26	1,083.26	16%	5,656.74	54.16
366	07	6200	230	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	240.00			0.00	0%	240.00	0.00
367	07	6200	230	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	1,380.00			0.00	0%	1,380.00	0.00
368	08	1116	230	Aluminum Doors and Frames	M	Commercial Construction Products Co	12,240.00			0.00	0%	12,240.00	0.00
369	08	1116	230	Aluminum Doors and Frames	L	Commercial Construction Products Co	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	Overhead Coilings Doors	M	WD Door	6,172.50			0.00	0%	6,172.50	0.00
373	08	3323	230	Overhead 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

CONTINUATION SHEET												Application No. 14	PER TO: July 31, 2021	0.00		
												APPL. DATE: July 31, 2021	ENGINEER'S PROJECT NO.			
1	2	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				
					M	RP Coatings		5,250.00		5,250.00	75%	1,750.00	262.50			
378	09	9000	230	Paints and Coatings 230 Grit Bldg	M	RP Coatings		15,000.00		15,000.00	75%	5,000.00	750.00			
379	09	9000	230	Paints and Coatings	L	RP Coatings				3,000.00	30%	7,000.00	150.00			
380	22	0500	230	230 Grit Bldg	M	August Winter & Sons, Inc.	3,000.00			3,000.00	40%	18,000.00	600.00			
381	22	0500	230	230 Grit Bldg	L	August Winter & Sons, Inc.	12,000.00			0.00	0%	1,008.00	0.00			
382	23	0593	230	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators				0.00	0%	2,000.00	0.00			
383	23	0713	230	Duct Insulation	M	Corn States Metal Fabricators				0.00	0%	3,700.00	0.00			
384	23	0713	230	Duct Insulation	L	Corn States Metal Fabricators				0.00	0%	1,800.00	0.00			
385	23	1123	230	Facility Natural-Gas Piping	M	Corn States Metal Fabricators				0.00	0%	11,000.00	0.00			
386	23	1123	230	HVAC Sequence of Operation	M	Corn States Metal Fabricators				0.00	0%	28,000.00	0.00			
387	23	1123	230	HVAC Sequence of Operation	L	Corn States Metal Fabricators				0.00	0%	11,000.00	0.00			
388	23	1123	230	Facility Natural-Gas Piping	L	Corn States Metal Fabricators				0.00	0%					
389	23	3100	230	HVAC Ducts and Casings	M	Corn States Metal Fabricators	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				0.00	0%	29,380.00	0.00			
391	23	3300	230	Air Duct Accessories	M	Corn States Metal Fabricators				0.00	0%	450.00	0.00			
392	23	3300	230	Air Duct Accessories	L	Corn States Metal Fabricators				0.00	0%	300.00	0.00			
393	23	3423	230	HVAC Power Ventilators	M	Corn States Metal Fabricators				0.00	0%	10,560.00	0.00			
394	23	3423	230	HVAC Power Ventilators	L	Corn States Metal Fabricators				0.00	0%	3,380.00	0.00			
395	23	3700	230	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators				0.00	0%	700.00	0.00			
396	23	3700	230	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators				0.00	0%	1,190.00	0.00			
397	23	7433	230	Packaged MAU	M	Corn States Metal Fabricators				0.00	0%	25,600.00	0.00			
398	23	7433	230	Packaged MAU	L	Corn States Metal Fabricators				0.00	0%	1,500.00	0.00			
399	23	8101	230	Terminal Heat Transfer Units	M	Corn States Metal Fabricators		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				0.00	0%	530.00	0.00			
401	26	0000	230	Grit Building	L	Price Electric		49,300.00		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		22,600.00	100%	0.00	1,130.00			
403	35	2016	230	Slide Gates	M	August Winter & Sons		27,000.00	0.00	54,000.00	100%	0.00	2,700.00			
404	35	2016	230	Slide Gates	L	August Winter & Sons		17,500.00		17,500.00	50%	17,500.00	875.00			
405	41	2213	230	Bridge Crane	M	Waite Equipment				0.00	0%	17,000.00	0.00			
406	41	2213	230	Bridge Crane	L	Waite Equipment				0.00	0%	4,300.00	0.00			
407	41	2223	230	Hoist and Monorail System	M	Waite Equipment				0.00	0%	3,200.00	0.00			
408	41	2223	230	Hoist and Monorail System	L	Waite Equipment				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	100%	0.00	5,750.00			
410	43	2117	230	Vortex (Torque-Flow) Pumping Equipment	M/L	August Winter & Sons		21,000.00	7,000.00	28,000.00	47%	32,000.00	1,400.00			
411	43	4113	230	Hydropneumatic Tank	M	August Winter & Sons			54,800.00	54,800.00	100%	200.00	2,740.00			
412	43	4113	230	Hydropneumatic Tank	L	August Winter & Sons		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	100%	0.00	12,000.00			
414	46	2323	230	Grit Removal Equipment	L	August Winter & Sons		16,000.00		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	100%	0.00	9,250.00			
416	46	2327	230	Grit Washer	L	August Winter & Sons		21,750.00		21,750.00	19%	93,250.00	1,087.50			
417	46	6124	230	Composite Sampler	M	August Winter & Sons				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												
420	03	0000	250	Rebar	M/L	Harris Rebar (Ambassador Steel)		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 Inc.				0.00	0%	121,947.48	0.00			
422	03	0000	250	Form & place						0.00	0%	0.00	0.00			
423	03	0000	250	Footings	L	Williams Brothers Const. Inc.				0.00	0%	64,284.98	0.00			
424	03	0000	250	Walls	L	Williams Brothers Const. Inc.				0.00	0%	310,185.45	0.00			
425	03	0000	250	Base Slab	L	Williams Brothers Const. Inc.				0.00	0%	38,591.78	0.00			
426	03	0000	250	SOG	L	Williams Brothers Const. Inc.				0.00	0%	124,810.88	0.00			
427	03	0000	250	Suspended Slab	L	Williams Brothers Const. Inc.				0.00	0%	16,034.63	0.00			
428	03	0000	250	Houskeeping Pads	L	Williams Brothers Const. Inc.				0.00	0%	4,764.15	0.00			
429	03	0000	250	Grouting	L	Williams Brothers Const. Inc.				0.00	0%	490.32	0.00			
430	05	1200	250	250 EQ Tank Return Flow PS	M	HME, Inc		0.00	2,706.66	2,706.66	95%	142.46	135.33			

1	CONTINUATION SHEET							Application No. 14	PER TO: July 31, 2021				
2								APPL. DATE: July 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	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	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	83,000.00	98%	2,000.00	4,150.00
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	30,000.00	30,000.00	86%	5,000.00	1,500.00
454	46	4123	250	Submersible Mixing Equipment	L	August Winter & Sons	83,053.00	5,000.00		5,000.00	6%	78,053.00	250.00
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 Steel)	39,475.00	39,475.00		39,475.00	100%	0.00	1,973.75
458	03	0000	270	Concrete	M	Norwalk Ready Mix Concrete I	37,200.90	37,200.89		37,200.89	100%	0.00	1,860.04
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%	0.00	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	5,734.80		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	8,872.00	2,218.00	11,090.00	100%	0.00	554.50
467	04	2000	270	270 Peak Flow CMU	M	Seedorff Masonry, Inc.	6,960.00	6,960.00		6,960.00	100%	0.00	348.00
468	04	2000	270	270 Peak Flow Insulation	M	Seedorff Masonry, Inc.	5,114.00	4,091.00	1,023.00	5,114.00	100%	0.00	255.70
469	04	2000	270	270 Peak Flow Brick	L	Seedorff Masonry, Inc.	20,788.00	16,629.99	4,158.01	20,788.00	100%	0.00	1,039.40
470	04	2000	270	270 Peak Flow CMU	L	Seedorff Masonry, Inc.	28,180.00	28,180.00		28,180.00	100%	0.00	1,409.00
471	04	2000	270	270 Peak Flow Insulation	L	Seedorff Masonry, Inc.	2,421.00	1,936.80	484.20	2,421.00	100%	0.00	121.05
472	05	1200	270	270 Peak Flow Treatment	M	HME, Inc	42,256.12	2,535.00		31,269.90	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 Products Co	21,284.74		0.00	7,400.00	35%	13,884.74	370.00
475	08	1113	270	Hollow Metal Doors and Frames	L	Commercial Construction Products Co	3,000.00			0.00	0%	3,000.00	0.00
476	08	1116	270	Aluminum Doors and Frames	M	Commercial Construction Products Co	Includ above			0.00		0.00	0.00
477	08	1116	270	Aluminum Doors and Frames	L	Commercial Construction Products Co	Includ above			0.00		0.00	0.00
478	08	3323	270	Overhead Coilings Doors	M	WD Door	8,157.50			0.00	0%	8,157.50	0.00
479	08	3323	270	Overhead 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. 14	PER TO: July 31, 2021		
2												APPL. DATE: July 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 Treatment	M	RP Coatings	12,500.00		3,125.00		3,125.00	25%	9,375.00	156.25
485	09	9000	270		Paints and Coatings	L	RP Coatings	20,000.00		5,000.00		5,000.00	25%	15,000.00	250.00
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		6,469.00	6,469.00	25%	19,381.00	323.45
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	55,000.00	45,000.00		100,000.00	40%	150,000.00	5,000.00
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	188,810.00		30,000.00	218,810.00	63%	131,190.00	10,940.50
513	320	0000	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 Steel)	464,630.00	407,384.03	20,000.00		427,384.03	92%	37,245.97	21,369.20
516	03	0000	320		Concrete	M	Norwalk Ready Mix Concrete Inc	405,205.45	327,193.71			327,193.71	81%	78,011.74	16,359.69
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	8,998.70			8,998.70	10%	80,988.25	449.94
523	03	0000	320		Suspended Slab	L	Williams Brothers Const. Inc.	106,384.05	10,638.40			10,638.40	10%	95,745.65	531.92
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	320		Slide Gates	M	August Winter & Sons	39,000.00				0.00	0%	39,000.00	0.00
536	35	2016	320		Slide Gates	L	August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00

1		CONTINUATION SHEET										Application No. 14	PER TO: July 31, 2021		
2												APPL. DATE: July 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	85,000.00	85,000.00	94%	5,000.00	4,250.00	
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 Steel)	49,265.00	46,333.15			46,333.15	94%	2,931.85	2,316.66	
544	03	0000	350	Concrete	M	Norwalk Ready Mix Concrete Inc	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		63,406.46		63,406.46	50%	63,406.46	3,170.32	
547	03	0000	350	Base Slab	L	Williams Brothers Const. Inc.	27,955.13	27,955.13			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	For Sure Roofing and Sheetmetal	9,773.53				0.00	0%	9,773.53	0.00	
565	07	5400	350	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmetal	8,761.61				0.00	0%	8,761.61	0.00	
566	07	6200	350	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmetal	313.43				0.00	0%	313.43	0.00	
567	07	6200	350	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmetal	1,800.76				0.00	0%	1,800.76	0.00	
568	08	1113	350	Hollow Metal Doors and Frames	M	Commercial Construction Products Co	15,000.00				0.00	0%	15,000.00	0.00	
569	08	1113	350	Hollow Metal Doors and Frames	L	Commercial Construction Products Co	2,000.00				0.00	0%	2,000.00	0.00	
570	08	1116	350	Aluminum Doors and Frames	M	Commercial Construction Products Co	Includ above				0.00		0.00	0.00	
571	08	1116	350	Aluminum Doors and Frames	L	Commercial Construction Products Co	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	

CONTINUATION SHEET										Application No. 14		PER TO: July 31, 2021			
										APPL. DATE: July 31, 2021		ENGINEER'S PROJECT NO. 0.00			
1	2					SCHEDULED		-----WORK COMPLETED-----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
3	Spec	Build	City of Indianola	SUPPLIER/		VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH			
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR											
590	23	1123	350	HVAC Sequence of Operation	M	Corn States Metal Fabricators				0.00	0%	7,000.00	0.00		
591	23	1123	350	Facility Natural-Gas Piping	L	Corn States Metal Fabricators				0.00	0%	7,500.00	0.00		
592	23	1123	350	HVAC Sequence of Operation	L	Corn States Metal Fabricators				0.00	0%	19,000.00	0.00		
593	23	2300	350	Refrigerant Piping	M	Corn States Metal Fabricators				0.00	0%	1,300.00	0.00		
594	23	2300	350	Refrigerant Piping	L	Corn States Metal Fabricators				0.00	0%	9,600.00	0.00		
595	23	3100	350	HVAC Ducts and Casings	M	Corn States Metal Fabricators			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				0.00	0%	87,824.00	0.00		
597	23	3300	350	Air Duct Accessories	M	Corn States Metal Fabricators				0.00	0%	530.00	0.00		
598	23	3300	350	Air Duct Accessories	L	Corn States Metal Fabricators				0.00	0%	350.00	0.00		
599	23	3423	350	HVAC Power Ventilators	M	Corn States Metal Fabricators				0.00	0%	3,520.00	0.00		
600	23	3423	350	HVAC Power Ventilators	L	Corn States Metal Fabricators				0.00	0%	1,200.00	0.00		
601	23	3700	350	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators				0.00	0%	700.00	0.00		
602	23	3700	350	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators				0.00	0%	1,180.00	0.00		
603	23	7433	350	Packaged MAU	M	Corn States Metal Fabricators				0.00	0%	12,800.00	0.00		
604	23	7433	350	Packaged MAU	L	Corn States Metal Fabricators				0.00	0%	750.00	0.00		
605	23	8101	350	Terminal Heat Transfer Units	M	Corn States Metal Fabricators			1,520.00	1,520.00	39%	2,350.00	76.00		
606	23	8101	350	Terminal Heat Transfer Units	L	Corn States Metal Fabricators				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	100%	0.00	1,120.00		
608	23	8127	350	Libert AC Units	L	Corn States Metal Fabricators				0.00	0%	2,800.00	0.00		
609	26	0000	350	Secondary Treatment/Clarifier	L	Price Electric				0.00	0%	200,000.00	0.00		
610	31	5000	350	Building excavation/backfill	M/L	Iowa Earth Works	5,650.00			5,650.00	50%	5,650.00	282.50		
611	41	2213	350	Bridge Crane	M	Waite Equipment				0.00	0%	17,000.00	0.00		
612	41	2213	350	Bridge Crane	L	Waite Equipment				0.00	0%	4,300.00	0.00		
613	41	2223	350	Hoist and Monorail System	M	Waite Equipment				0.00	0%	3,200.00	0.00		
614	41	2223	350	Hoist and Monorail System	L	Waite Equipment				0.00	0%	750.00	0.00		
615	43	2139	350	Submersible Solids Handling Pump Equipment	M	August Winter & Sons		0.00	104,000.00	104,000.00	100%	0.00	5,200.00		
616	43	2139	350	Submersible Solids Handling Pump Equipment	L	August Winter & Sons	4,754.00	48,515.00	25,000.00	78,269.00	50%	78,269.00	3,913.45		
617	380			Secondary Clarifiers						0.00		0.00	0.00		
618	03	0000	380	380 Secondary Clarifiers	M/L	Harris Rebar (Ambassador Steel)	66,124.87	89,074.73	7,179.29	162,378.89	91%	15,631.11	8,118.94		
619	03	0000	380	Rebar	M	Norwalk Ready Mix Concrete Inc	89,849.45			89,849.45	61%	57,246.71	4,492.47		
620	03	0000	380	Concrete						0.00		0.00	0.00		
621	03	0000	380	Form & place				89,203.32		192,130.22	28%	494,049.13	9,606.51		
622	03	0000	380	Walls	L	Williams Brothers Const. Inc.	102,926.90	202,724.10		202,724.10	100%	0.00	10,136.21		
623	03	0000	380	Base Slab	L	Williams Brothers Const. Inc.				0.00	0%	1,323.00	0.00		
624	03	0000	380	SOG	L	Williams Brothers Const. Inc.				0.00	0%	79,596.68	0.00		
625	03	0000	380	Suspended Slab	L	Williams Brothers Const. Inc.				0.00	0%	20,280.38	0.00		
626	03	0000	380	Grouting	L	Williams Brothers Const. Inc.			13,788.68	13,788.68	95%	725.72	689.43		
627	05	1200	380	380 Secondary Clarifier Flow Splitter	M	HME, Inc			19,630.36	19,630.36	95%	1,033.18	981.52		
628	05	1200	380	380 Secondary Clarifiers	M	HME, Inc				0.00	0%	11,700.00	0.00		
629	05	1200	380	380 Secondary Clarifier Flow Splitter	L	Williams Brothers Const. Inc.				0.00	0%	19,500.00	0.00		
630	05	1200	380	380 Secondary Clarifiers	L	Williams Brothers Const. Inc.				0.00	0%	17,000.00	0.00		
631	09	9000	380	Paints and Coatings 380 Sec Clarifiers	M	RP Coatings				0.00	0%	67,000.00	0.00		
632	09	9000	380	Paints and Coatings	L	RP Coatings				0.00	0%	11,300.00	565.00		
633	31	5000	380	Building excavation/backfill	M/L	Iowa Earth Works	11,300.00			11,300.00	50%	11,300.00	0.00		
634	31	5000	380	Building excavation/backfill	M/L	Iowa Earth Works				0.00	0%	22,600.00	0.00		
635	31	5000	380	Building excavation/backfill	M/L	Iowa Earth Works				0.00	0%	22,600.00	0.00		
636	31	6613	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				0.00	0%	34,000.00	0.00		
638	43	2112	380	Screw Centrifugal Pumps	L	August Winter & Sons	450.00			450.00	5%	8,550.00	22.50		
639	46	4323	380	Secondary Clarifier Mechanism	M	August Winter & Sons	35,494.00	0.00	319,448.70	354,942.70	85%	63,057.30	17,747.14		
640	46	4323	380	Secondary Clarifier Mechanism	L	August Winter & Sons	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	UV Disinfection Bldg						0.00		0.00	0.00		

CONTINUATION SHEET										Application No. 14		PER TO: July 31, 2021				
										APPL. DATE: July 31, 2021		ENGINEER'S PROJECT NO.: 0.00				
1	2	3	4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	-----WORK COMPLETED-----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
				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 Steel)	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 Inc	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		7,682.85			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		7,703.00			7,703.00	100%	0.00	385.15
655	04	2000	420	420		UV Disinfect Brick	M Seedorff Masonry, Inc.	22,164.00		22,164.00			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		3,383.00			3,383.00	100%	0.00	169.15
659	04	2000	420	420		UV Disinfect Brick	L Seedorff Masonry, Inc.	46,273.00		46,273.00			46,273.00	100%	0.00	2,313.65
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			4,429.21		4,429.21	50%	4,429.21	221.46
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 For Sure Roofing and Sheetmetal	12,028.96			1,530.65		1,530.65	13%	10,498.31	76.53
669	07	5400	420			Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmetal	10,783.52			1,624.90		1,624.90	15%	9,158.62	81.25
670	07	6200	420			Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmetal	385.76					0.00	0%	385.76	0.00
671	07	6200	420			Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmetal	2,216.32					0.00	0%	2,216.32	0.00
672	08	1116	420			Aluminum Doors and Frames	M Commercial Construction Products	13,920.00					0.00	0%	13,920.00	0.00
673	08	1116	420			Aluminum Doors and Frames	L Commercial Construction Products	1,780.00					0.00	0%	1,780.00	0.00
674	08	3323	420			Overhead Coilings Doors	M WD Door	6,172.50					0.00	0%	6,172.50	0.00
675	08	3323	420			Overhead Coilings Doors	L WD Door	928.25					0.00	0%	928.25	0.00
676	08	4313	420			Aluminum Framed Storefronts	M Commercial Construction Products	Includ above					0.00		0.00	0.00
677	08	4313	420			Aluminum Framed Storefronts	L Commercial Construction Products	Includ above					0.00		0.00	0.00
678	08	7100	420			Door Hardware	M Commercial Construction Products	Includ above					0.00		0.00	0.00
679	08	7100	420			Door Hardware	L Commercial Construction Products	Includ above					0.00		0.00	0.00
680	09	9000	420			Paints and Coatings 420 Disinfection	M RP Coatings	3,000.00			2,250.00		2,250.00	75%	750.00	112.50
681	09	9000	420			Paints and Coatings	L RP Coatings	12,500.00			9,375.00		9,375.00	75%	3,125.00	468.75
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

CONTINUATION SHEET												Application No. 14	PER. TO: July 31, 2021
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1	2	3	4	5	6	7	8	9	10	11	12	13	14
		Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	---WORK COMPLETED---		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
		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	16,000.00	10,000.00		26,000.00	65%	14,000.00	1,300.00
706	31	5000	420	Building excavation/backfill	M/L Iowa Earth Works	22,600.00	22,600.00			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	47,520.00			47,520.00	38%	77,480.00	2,376.00
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 Steel)	480,515.00	472,295.62	3,920.00		476,215.62	99%	4,299.38	23,810.78
715	03	0000	520	Concrete	M Norwalk Ready Mix Concrete Inc.	218,299.34	196,894.57			196,894.57	90%	21,404.77	9,844.73
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	510,926.54	182,473.76		693,400.30	95%	36,494.75	34,670.01
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%	19,500.00	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	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	85,000.00	85,000.00	94%	5,000.00	4,250.00
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 Diffused Aeration Equipment	M August Winter & Sons	150,000.00	26,554.00			26,554.00	18%	123,446.00	1,327.70
729	46	5133	520	Flexible Membrane Diffused 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 Steel)	103,085.00	40,766.70	0.00		40,766.70	40%	62,318.30	2,038.34
733	03	0000	550	Concrete	M Norwalk Ready Mix Concrete Inc.	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			10,991.00	10,991.00	100%	0.00	549.55
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

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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	
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	For Sure Roofing and Sheetmet	24,584.52			0.00	0%	24,584.52	0.00
755	07	5400	550	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	22,068.73			0.00	0%	22,068.73	0.00
756	07	6200	550	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	489.73			0.00	0%	489.73	0.00
757	07	6200	550	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	4,535.16			0.00	0%	4,535.16	0.00
758	08	1116	550	Aluminum Doors and Frames	M	Commercial Construction Prods	26,700.00			0.00	0%	26,700.00	0.00
759	08	1116	550	Aluminum Doors and Frames	L	Commercial Construction Prods	3,700.00			0.00	0%	3,700.00	0.00
760	08	3323	550	Overhead Coilings Doors	M	WD Door	19,751.50			0.00	0%	19,751.50	0.00
761	08	3323	550	Overhead 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 Prods	Includ above			0.00		0.00	0.00
763	08	4313	550	Aluminum Framed Storefronts	L	Commercial Construction Prods	Includ above			0.00		0.00	0.00
764	08	7100	550	Door Hardware	M	Commercial Construction Prods	Includ above			0.00		0.00	0.00
765	08	7100	550	Door Hardware	L	Commercial Construction Prods	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		12,928.72	12,928.72	25%	38,791.28	646.44
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	22,600.00		22,600.00	50%	22,600.00	1,130.00
795	43	1123	550	Rotary Positive Displacement Aeration Blower	M	August Winter & Sons	250,000.00		0.00	228,000.00	91%	22,000.00	11,400.00
796	43	1123	550	Rotary Positive 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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										-----WORK COMPLETED-----		MATERIALS		TOTAL COMPL		%		BALANCE		RETAINAGE	
										PREV APPL.		THIS PERIOD		STORED		& STORED		Complete		TO FINISH	
																0.00		0%		250,000.00	
																0.00		0%		0.00	
																0.00		0%		0.00	
																0.00		83%		16,550.27	
																61,873.46		72%		24,085.70	
																0.00		0%		0.00	
																0.00		0%		3,437.78	
																103,142.03		100%		0.00	
																104,188.95		100%		0.00	
																37,083.83		100%		(0.00)	
																131,859.90		100%		0.00	
																0.00		0%		5,799.60	
																0.00		0%		108,114.75	
																0.00		0%		9,162.45	
																0.00		0%		1,902.15	
																0.00		0%		1,579.00	
																0.00		0%		10,504.00	
														593.00		593.00		33%		1,181.00	
																0.00		0%		5,349.00	
														357.00		357.00		13%		2,386.00	
																0.00		0%		784.00	
																0.00		0%		10,746.00	
																0.00		0%		11,553.00	
														9,697.31		9,697.31		80%		2,424.33	
																0.00		0%		33,800.00	
																0.00		0%		8,858.42	
																0.00		0%		4,000.00	
																0.00		0%		8,000.00	
																0.00		0%		7,800.00	
																0.00		0%		5,850.00	
																0.00		0%		977.35	
																0.00		0%		876.16	
																0.00		0%		301.34	
																0.00		0%		180.08	
																0.00		0%		9,000.00	
																0.00		0%		1,800.00	
														1,676.00		1,676.00		100%		0.00	
																0.00		0%		490.29	
																0.00				0.00	
																0.00				0.00	
																0.00				0.00	
																0.00				0.00	
																0.00		0%		800.00	
																0.00		0%		2,000.00	
																0.00		0%		756.00	
																0.00		0%		5,000.00	
																0.00		0%		13,000.00	
														8,560.00		8,560.00		79%		2,210.00	
																0.00		0%		12,240.00	
																0.00		0%		190.00	
																0.00		0%		130.00	
																0.00		0%		12,310.00	
																0.00		0%		3,940.00	
																0.00		0%			

1		CONTINUATION SHEET						Application No. 14	PER TO: July 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		
855	23	8101	570	Terminal Heat Transfer Units	M	Corn States Metal Fabricators	15,480.00		15,480.00	100%	0.00	774.00	
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	320,775.00	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	100,090.00	100,090.00	100%	0.00	5,004.50	
859	31	6613	570	Biosolids 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	16,000.00	64%	39,500.00	3,575.00	
865													
866				Original Contract totals		45,600,000.00	18,293,133.31	2,274,355.60	3,961,191.84	53.8%	21,071,319.25	1,226,434.04	

1		CONTINUATION SHEET				Application No.	14	PER TO:	July 31, 2021			
2						APPL. DATE:	July 31, 2021	ENGINEER'S PROJECT NO.	6.00			
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)	(35,381.00)			(35,381.00)		0.00	(1,769.05)
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)	(10,202.20)			(10,202.20)	39%	(15,808.80)	(510.11)
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)	(12,012.50)			(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			PCO022A		(54,676.00)	(54,676.00)			(54,676.00)	100%	0.00	(2,733.80)
888			PCO024B		1,190.00	0.00			0.00	0%	1,190.00	0.00
889			PCO028		(3,047.00)	(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)	(59,163.70)	0.00	0.00	(59,163.70)		14,647.70	(2,958.19)
894												
895				TOTAL REVISED CONTRACT AM	45,555,484.00	18,233,969.61	2,274,355.60	3,961,191.84	24,469,517.05	54%	21,085,966.95	1,223,475.85

1		CONTINUATION SHEET						Application No. 14		PER TO: July 31, 2021					
2								APPL. DATE: July 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	
896							Summary by subcontract								
897			Description				Vender Name								
898	2359530'	AUGU03				Plumbing, Mechanical & Equip	August Winter & Sons Inc.	11,821,269.00	2,465,216.00	129,515.00	2,327,252.70	4,921,983.70	42%	6,899,285.30	246,099.19
899	2333530'	COMM19				Metal Doors/Frames/Hardware	Commercial Construction	199,187.74	0.00	0.00	10,900.00	10,900.00	5%	188,287.74	545.00
900	2324530'	CORN01				HVAC	Corn States Metal Fabricators	1,411,950.00	5,759.00	0.00	291,376.13	297,135.13	21%	1,114,814.87	14,856.76
901	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
902	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
903	2378530'	FORS01				Thermoplastic Membrane Roof	For Sure Roofing & Sheetmetal	169,961.00	0.00	5,259.24	0.00	5,259.24	3%	164,701.76	262.96
904	2336530'	GREAO6				Bolted Steel WW Tanks	Great Plains Structures LLC	799,200.00	420,865.00	0.00	239,520.00	660,385.00	83%	138,815.00	33,019.25
905	2323530'	HAHR07				Concrete Reinforcing Work	Harris Rebar/Ambassador Steel	1,790,000.00	1,345,544.25	117,302.69	119,315.40	1,582,162.34	88%	207,837.66	79,108.12
906	2353530'	HEAR10				Acoustical Ceiling Tile Work	Heartland Finishes Inc.	4,675.00	0.00	0.00	0.00	0.00	0%	4,675.00	0.00
907	2320530'	HELIO1				Rammed Agg Piers/Pile Load Test	Helitech	833,300.00	833,300.00	0.00	0.00	833,300.00	100%	0.00	41,665.00
908	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
909	2338530'	INND05				Lab Furniture/Countertops	Innovative Laboratory Systems	38,100.00	0.00	0.00	0.00	0.00	0%	38,100.00	0.00
910	2356530'	IOWA11				Excavation and Site Grading	Iowa Earth Works	1,412,821.50	910,342.50	0.00	0.00	910,342.50	64%	502,479.00	45,517.13
911	2361530'	J&KC01				Site Utilities/Ext Mechanical	J & K Contracting LLC	3,575,690.00	1,995,053.56	397,615.83	231,752.69	2,624,422.08	73%	951,267.92	131,221.10
912	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
913	2331530'	JOHI14				Fire Protection Specialties	Johnson Specialty Sales, Ltd.	1,525.00	0.00	0.00	0.00	0.00	0%	1,525.00	0.00
914	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
915	2372530'	MOLIO1				Structural Precast Hollow Core	Molin Concrete Products	205,460.00	38,527.00	0.00	0.00	38,527.00	19%	166,933.00	1,926.35
916	2346530'	NORW02				Ready Mix Concrete	Norwalk Ready-Mix Concrete I	1,792,116.61	951,310.80	0.00	0.00	951,310.80	53%	840,805.81	47,565.54
917	2322530'	NYS01				Access Doors	Nystrom, Inc.	4,533.00	534.00	0.00	3,574.00	4,108.00	91%	425.00	205.40
918	2330530'	OSDI01				Metal Lockers	OSDI	4,707.00	0.00	0.00	0.00	0.00	0%	4,707.00	0.00
919	2339530'	PARK10				Parking Lot Striping/Signs	Parking Lot Specialties LLC	1,185.00	0.00	0.00	0.00	0.00	0%	1,185.00	0.00
920	2329530'	PREM05				Window Shades	Premier Edge LLC	1,788.00	0.00	0.00	0.00	0.00	0%	1,788.00	0.00
921	2354530'	PRJC02				Electronic Safety and Security	Price Electric	5,047,246.44	1,332,977.95	198,032.95	279,120.00	1,810,130.90	36%	3,237,115.54	90,506.55
922	2369530'	RIVE09				Metal Bldg Systems Erection	Riverview Construction Compa	327,899.00	140,704.60	0.00	106,863.00	247,567.60	76%	80,331.40	12,378.38
923	2326530'	RPCO01				Deck/Wall Coverings/Paint/Flor	RP Coatings, Inc.	470,000.00	0.00	42,100.00	0.00	42,100.00	9%	427,900.00	2,105.00
924	2376530'	SEED02				Masonry Work	Seedorff Masonry, Inc.	1,136,783.00	255,707.79	109,464.21	40,603.00	405,775.00	36%	731,008.00	20,288.75
925	2321530'	SOIL02				Landscape work	Soil Tek	220,000.00	48,676.00	1,641.00	0.00	50,317.00	23%	169,683.00	2,515.85
926	2328530'	WAT01				Bridge Crane/Hoist/Monorail	Waite Equipment Company	50,500.00	0.00	0.00	0.00	0.00	0%	50,500.00	0.00
927	2335530'	WD001				Overhead Coiling/Sect Doors	WD Door	100,900.00	0.00	0.00	0.00	0.00	0%	100,900.00	0.00
927						Williams Brothers Const. Inc.		13,509,457.71	7,439,966.08	1,273,424.68	0.00	8,713,390.76	64%	4,796,066.94	435,669.54
928						TOTALS		45,555,484.00	18,233,969.61	2,274,355.60	3,961,191.84	24,469,517.05	54%	21,085,966.95	1,223,475.85
921															

PARTIAL WAIVER OF LIEN

Application No. 14

STATE OF ILLINOIS}
 } ss.
PEORIA COUNTY }

July 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.

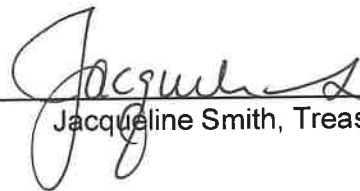
NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of Two Million Nine
Hundred Ten Thousand One Hundred Sixty Eight and 19/100 \$2,910,168.19 Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all 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 July 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 July 31, 2021

Notary Public : 

By:  (SEAL)

Jacqueline Smith, Treasurer

"OFFICIAL SEAL"
ERIN M. WELCH
Notary Public, State of Illinois
My Commission Expires 04-20-2025



208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
3/19/2021	16267

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

Ship To
Indianola WRRF 10939 Grimes St. Indianola, IA

P.O. Number	Terms	Ship/Service	Via	F.O.B.	Project
200382-505-16298-JJ	NET 30	3/19/2021	BEST WAY	ALTOONA	2215C Indianola WRRF

Quantity	Price Each	Description	Amount
1	31,635.00	Electrical Gear delivered to Site	31,635.00

Phone # 515-967-5874	E-mail jetcoinfo@jetcoelectric.com	Total	\$31,635.00
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Date	Invoice #
7/21/2021	16516

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

Ship To
Indianolla WRRF

P.O. Number	Terms	Ship/Service	Via	F.O.B.	Project
200382-505-16298-JJ	NET 30	7/21/2021	BEST WAY	ALTOONA	2215C Indianola WRRF

Quantity	Price Each	Description	Amount
1	82,250.00	Instrumentation	82,250.00
1	10,500.00	Electrical Gear	10,500.00

Phone # 515-967-5874		E-mail jetcoinfo@jetcoelectric.com		Total	\$92,750.00
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***** PACKING SLIP ***** PACKING SLIP *****

DATE:

PROJECT: 2215C INDIANOLA

TO:

FROM:

JETCO INC.
208 1ST. AVE. S.
ALTOONA, IA 50009
515-967-5874

QTY	DESCRIPTION	PART #	TAG #	BOX #
13	ANCHOR SCIENTIFIC TYPE "G" ECO-FLOAT (50' OF CABLE)	GS150NONC-GOLD	LSH-2102, LSH-2583, LSL-2583, LSH-4203, LSL-4203, LSH-5701, LSH-5781, LSL-5781, LSH-3811, LSM-3811, LSL-3811, LSLL-3811, LSH-5228	
7	ANCHOR SCIENTIFIC FLOAT BRACKET 4-POSITION	100-4-SST-K (OHIO)	LSH-2102, LSH-2583, LSL-2583, LSH-4203, LSL-4203, LSH-5701, LSH-5781, LSL-5781, LSH-3811, LSM-3811, LSL-3811, LSLL-3811, LSH-5228	
10	VEGAPULS C 21 RADAR LEVEL SENSOR (32' CABLE)	PSC21.VHXXXNBHB	LT-2101, LT-213A16: D181, LT-2145, LT-2146, LT-2155, LT-2381,LT- 2702, LT-2712,LT-5228, LT-5701	

1	ENDRESS + HAUSER PROMAG W 400 18" FLOWMETER + TRAN	5W4C4F- C6FLIP5DUA1KGA+CBZ 1	FM-4201
2	ENDRESS + HAUSER PROMAG W 400 18" GROUND DISC	DK5GD-4FAUL	FM-4201
2	ENDRESS + HAUSER PROMAG W 400 6" FLOWMETER + TRAN	5W4C1F- C6DLIP5DUA12GA+Z1	FM-4214 FM-4222
4	ENDRESS + HAUSER PROMAG W 400 6" GROUND DISC	DK5GD-1FAUL	FM-4214 FM-4222
2	ENDRESS + HAUSER PROMAG W 400 3" FLOWMETER + TRAN	5W4C80- C6DLIP5DUA12GA+Z1	FM-5522 FM-5532
4	ENDRESS + HAUSER PROMAG W 400 3" GROUND DISC	DK5GD-80AUL	FM-5522 FM-5532
2	ENDRESS + HAUSER T-MASS 6I3BL3 - THERMAL MASS FLOWMETER FOR GASES	6I3BL3- AAIBAHEHFADSANA2AA GA2+Z1	FIT/FE-5551 FIT/FE-5552

SIGNED: _____ COMPANY: _____ DATE: _____

RECEIVING PARTY MUST SIGN 2 COPIES OF PACKING SLIP, 1 FOR JETCO, 1 FOR RECEIVING PARTY

1	DWYER SERIES V4 - VANE OPERATED FLOW SWITCH	V4-SS-2-U	FSH-4216
4	GEMS FLOOD FLOAT SWITCH LS-270	43982	LSH-2300, LSH-2500, LSH-3500, LSH-5700
3	E+H Cerabar S PMP71	PMP71-2PCL3/0	PIT-4213, PIT-5552, PIT- 5553
#REF!	#REF!	#REF!	PIT-5552, PIT-5553
1	TRANSMITTER W/ BLOCK AND BLEED VALVE (HY-LOK)	GV2TV-MF8N-S316	PIT-4213
1	JETCO CONTROL PANEL- EMPTY ENCLOSURE		CP-1000
1	JETCO CONTROL PANEL- EMPTY ENCLOSURE		CP-4200
1	ENDRESS + HAUSER PROMAG W 400 14" FLOWMETER + TRAN	5W4C3F- C6ELIA0DUA1KGA+Z1	FM-2147
2	ENDRESS + HAUSER PROMAG W 400 14" GROUND DISC	DK5GD-3FAUL	FM-2147
1	ENDRESS + HAUSER PROMAG W 400 18" FLOWMETER + TRAN	5W4C4F- C6FLIA0DUA1KGA+Z1	FM-2157
2	ENDRESS + HAUSER PROMAG W 400 18" GROUND DISC	DK5GD-4FAUL	FM-2157
1	ENDRESS + HAUSER PROMAG W 400 6" FLOWMETER (50' OF	5W4C1F- C6DLIP5DUA12GA+Z1	FM-2515
2	ENDRESS + HAUSER PROMAG W 400 6" GROUND DISC	DK5GD-1FAUL	FM-2515
1	ENDRESS + HAUSER CERABAR S PMP71 PRESSURE TRANSMITTER, HAZ - 3" FLANGE	PMP71- TBC1P61AGAAA+Z1	PIT-2502
1	ENDRESS + HAUSER CERABAR S PMP71 FLANGE - 3" FLUSHING RINGS	71377371	PIT-2502
2	ENDRESS + HAUSER PROMAG W 400 18" FLOWMETER + TRAN	5W4C4F- C6FLIP5DUA1KGA+Z1	FM-2732 FM-2742
4	ENDRESS + HAUSER PROMAG W 400 18" GROUND DISC	DK5GD-4FAUL	FM-2732 FM-2742
3	ENDRESS + HAUSER PROMAG W 400 8" FLOWMETER + TRAN	5W4C2H- C6DLIP5DUA12GA+Z1	FM-3503 FM-3513 FM-3523
6	ENDRESS + HAUSER PROMAG W 400 8" GROUND DISC	DK5GD-2HAUL	FM-3503 FM-3513 FM-3523
1	ENDRESS + HAUSER PROMAG W 400 3" FLOWMETER + TRAN	5W4C80- C6DLIP5DUA12GA+Z1	FM-3533
2	ENDRESS + HAUSER PROMAG W 400 3" GROUND DISC	DK5GD-80AUL	FM-3533



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0892834-IN

INVOICE DATE: 7/27/2021

ORDER NUMBER: 0136485

SHIPMENT DATE: 3/11/2020

SALESPERSON: CHAD SPARKS - PRO

CUSTOMER NO: 7398881

SOLD BY: TLB

SOLD TO:
AUGUST WINTER & SONS INC
PO BOX 1896
APPLETON, WI 54912
United States

SHIP TO:
AUGUST WINTER & SONS INC
1120 GRIMES STREET
INDIANOLA, IA 50125
United States

CONFIRM TO:

REFERENCE:
INDIANOLA, IA - WATER RESOURCE

CUSTOMER P.O.: 79320-012

FOB: ORIGIN

SHIP VIA: GROUND

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
INDIANOLA, IA - WATER RESOURCE RECOVERY FACILITY				
			RAS PUMPS - TAG: RSP3501, RSP3502, RSP3503, RSP3504, RSP3505, RSP3506	
0031530950569	6.00	6.00	0.00	
			NT437-6 12/460/3 100' FM FLS+FV	
1400000699513	6.00	6.00	0.00	
			TEST FAL 2.2 PLOTTED 3152-3153FAL 15-900006	
1400000699533	12.00	12.00	0.00	
			TEST FAL 2.4 INSUL 3140-3153FAL 15-900011	
1400000699553	6.00	6.00	0.00	
			TEST FAL 2.6 DRY RUN 3140-3153FAL 15-900013	
0000003094606	6.00	6.00	0.00	
			STAND.INLET 8" ANSI CI	
1400000407129	6.00	6.00	0.00	
			MINI-CASII/FUS 120/24VAC,24VDC	
SR3P-06	6.00	6.00	0.00	
			IDEC 11 PIN SOCKET	
024-03-015	6.00	6.00	0.00	
			HUBBELL SS KELLEM GRIP .75-.99	
J-HOOK	6.00	6.00	0.00	
			SS J-HOOK 304SS	
0000006571708	1.00	1.00	0.00	
			KIT.REPAIR BASIC 3153	
0000007022900	1.00	1.00	0.00	
			RING,INSERT HC	
0000000841803	2.00	2.00	0.00	
			GROMMET,NBR 26ID 52OD 26L	
*CONTAINER	1.00	1.00	0.00	
			CONTAINER FOR SPARE PARTS	

ORIGINAL

** Continued **



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0892834-JN

INVOICE DATE: 7/27/2021

ORDER NUMBER: 0136485

SHIPMENT DATE: 3/11/2020

SALESPERSON: CHAD SPARKS - PRO

CUSTOMER NO: 7398881

SOLD BY: TLB

SOLD TO:
AUGUST WINTER & SONS INC
PO BOX 1896
APPLETON, WI 54912
United States

SHIP TO:
AUGUST WINTER & SONS INC
1120 GRIMES STREET
INDIANOLA, IA 50125
United States

CONFIRM TO:

REFERENCE:
INDIANOLA, IA - WATER RESOURCE

CUSTOMER P.O.: 79320-012		FOB: ORIGIN	SHIP VIA: GROUND	Terms: Net 30 Days
ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
/TC99	4.00	4.00	0.00 TRAVEL	
/M199	120.00	120.00	0.00 MILEAGE	
/START99	32.00	32.00	0.00 WARRANTY CERTIFICATION WAS PUMPS - TAG: WAS3531, WAS3532	
0030850700319	2.00	2.00	0.00 NT463-3X4 2 3/460/3 100' FM+FLS FV INL	
1400000699512	2.00	2.00	0.00 TEST FAL 2.2 PLOTTED 3045-3127FAL 15-900006	
1400000699532	4.00	4.00	0.00 TEST FAL 2.4 INSUL 3045-3127FAL 15-900011	
1400000699552	2.00	2.00	0.00 TEST FAL 2.6 DRY RUN 3045-3127FAL 15-900013	
1400000407129	2.00	2.00	0.00 MINI-CASII/FUS 120/24VAC,24VDC	
SR3P-06	2.00	2.00	0.00 IDEC 11 PIN SOCKET	
024-03-014	2.00	2.00	0.00 HUBBELL SS KELLEM GRIP 63-.74	
J-HOOK	2.00	2.00	0.00 SS J-HOOK 304SS	
0000006018926	1.00	1.00	0.00 KIT,REPAIR BASIC 3085	
0000007332200	1.00	1.00	0.00 RING,INSERT HC	
0000000843798	1.00	1.00	0.00 GROMMET,NBR 18.5ID 35OD 24L	

ORIGINAL

** Continued **



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0892834-IN

INVOICE DATE: 7/27/2021

ORDER NUMBER: 0136485

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SALESPERSON: CHAD SPARKS - PRO

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United States

SHIP TO:
AUGUST WINTER & SONS INC
1120 GRIMES STREET
INDIANOLA, IA 50125
United States

CONFIRM TO:

REFERENCE:
INDIANOLA, IA - WATER RESOURCE

CUSTOMER P.O.: 79320-012

FOB: ORIGIN

SHIP VIA: GROUND

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
*CONTAINER	1.00	1.00	0.00	
			CONTAINER FOR SPARE PARTS	
/TC99	1.00	1.00	0.00	
			TRAVEL	
/M199	30.00	30.00	0.00	
			MILEAGE	
/START99	8.00	8.00	0.00	
			WARRANTY CERTIFICATION	
			EQ RETURN LARGE PUMPS: TAG: RP2511, RP2512	
0031530951220	2.00	2.00	0.00	
			NT466-4 12/460/3 100' FM FLS+FV	
1400000699513	2.00	2.00	0.00	
			TEST FAL 2.2 PLOTTED 3152-3153FAL 15-900006	
1400000699533	4.00	4.00	0.00	
			TEST FAL 2.4 INSUL 3140-3153FAL 15-900011	
1400000699553	2.00	2.00	0.00	
			TEST FAL 2.6 DRY RUN 3140-3153FAL 15-900013	
0000003038506	2.00	2.00	0.00	
			STAND, INLET 6" ANSI C1	
1400000407129	2.00	2.00	0.00	
			MINI-CASII/FUS 120/24VAC, 24VDC	
SR3P-06	2.00	2.00	0.00	
			IDEC 11 PIN SOCKET	
024-03-015	2.00	2.00	0.00	
			HUBBELL SS KELLEM GRIP 75-.99	
J-HOOK	2.00	2.00	0.00	
			SS J-HOOK 304SS	
0000006571708	1.00	1.00	0.00	
			KIT, REPAIR BASIC 3153	

ORIGINAL

** Continued **



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0892834-IN

INVOICE DATE: 7/27/2021

ORDER NUMBER: 0136485

SHIPMENT DATE: 3/11/2020

SALESPERSON: CHAD SPARKS - PRO

CUSTOMER NO: 7398881

SOLD BY: TLB

SOLD TO:
AUGUST WINTER & SONS INC
PO BOX 1896
APPLETON, WI 54912
United States

SHIP TO:
AUGUST WINTER & SONS INC
1120 GRIMES STREET
INDIANOLA, IA 50125
United States

CONFIRM TO:

REFERENCE:
INDIANOLA, IA - WATER RESOURCE

CUSTOMER P.O.: 79320-012	FOB: ORIGIN	SHIP VIA: GROUND	Terms: Net 30 Days
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ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
0000007028300	1.00	1.00	0.00	
			RING,INSERT HC	
0000000841803	2.00	2.00	0.00	
			GROMMET,NBR 26ID 52OD 26L	
*CONTAINER	1.00	1.00	0.00	
			CONTAINER FOR SPARE PARTS	
/TC99	2.00	2.00	0.00	
			TRAVEL	
/MI99	60.00	60.00	0.00	
			MILEAGE	
/START99	16.00	16.00	0.00	
			WARRANTY CERTIFICATION	
			EQ RETURN SMALL PUMP TAG: RP2513	
0031020700313	1.00	1.00	0.00	
			NT455-3X4 3 7/460/3 100' FM+ , FLS FV	
1400000699512	1.00	1.00	0.00	
			TEST FAL 2.2 PLOTTED 3045-3127FAL 15-900006	
1400000699532	2.00	2.00	0.00	
			TEST FAL 2.4 INSUL 3045-3127FAL 15-900011	
1400000699552	1.00	1.00	0.00	
			TEST FAL 2.6 DRY RUN 3045-3127FAL 15-900013	
0000007683400	1.00	1.00	0.00	
			ADAPTOR UNIT,T 360° ROTATION	
1400000407129	1.00	1.00	0.00	
			MINI-CASII/FUS 120/24VAC,24VDC	
SR3P-06	1.00	1.00	0.00	
			IDEC 11 PIN SOCKET	
024-03-015	1.00	1.00	0.00	
			HUBBELL SS KELLEM GRIP 75-99	

ORIGINAL

** Continued **



INVOICE

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

INVOICE NUMBER: 0892834-IN

INVOICE DATE: 7/27/2021

ORDER NUMBER: 0136485

SHIPMENT DATE: 3/11/2020

SALESPERSON: CHAD SPARKS - PRO

CUSTOMER NO: 7398881

SOLD BY: TLB

SOLD TO:
AUGUST WINTER & SONS INC
PO BOX 1896
APPLETON, WI 54912
United States

SHIP TO:
AUGUST WINTER & SONS INC
1120 GRIMES STREET
INDIANOLA, IA 50125
United States

CONFIRM TO:

REFERENCE:
INDIANOLA, IA - WATER RESOURCE

CUSTOMER P.O.: 79320-012

FOB: ORIGIN

SHIP VIA: GROUND

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
J-HOOK	1.00	1.00	0.00	
			SS J-HOOK 304SS	
0000006018906	1.00	1.00	0.00	
			KIT,REPAIR BASIC+3102.090,180	
0000007044800	1.00	1.00	0.00	
			RING,INSERT HC	
0000000841802	1.00	1.00	0.00	
			GROMMET,NBR 23ID 52OD 26L	
*CONTAINER	1.00	1.00	0.00	
			CONTAINER FOR SPARE PARTS	
/TC99	1.00	1.00	0.00	
			TRAVEL	
/MI99	30.00	30.00	0.00	
			MILEAGE	
/START99	8.00	8.00	0.00	
			WARRANTY CERTIFICATION	
/FR	1.00	1.00	0.00	
			FREIGHT INCLUDED	

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

A 1.5% LATE CHARGE WILL BE ADDED TO
ACCOUNTS 30 DAYS AND OLDER.

Net Invoice:	187,800.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total	187,800.00

ORIGINAL



1830 Craig Park Court
St. Louis, MO 63146

Piping Material and Labor

INVOICE

81 6/16 WBCI

Invoice # 0243274
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$11,331.00

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#
5/14/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0243274

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/19216549929	16"X2'5-3/4" FXF C/L DIP AIS TAG:350-01	1	1		1402.00000	EA	.00
/19216549930	16"X1'5-3/4" FXF C/L DIP AIS TAG:350-02 & 350-03	2	2		1310.00000	EA	.00
/19216549931	8"X2'3-3/8" FXPE C/L DIP AIS TAG:350-04, 350-05, 350-06 350-07, 350-08 & 350-09	6	6		272.00000	EA	1,632.00
/19216549932	4"X1'3-3/4" FXF C/L DIP AIS TAG:350-10 & 350-11	2	2		221.00000	EA	.00
/19216549933	10"X2'0" FXPE C/L DIP AIS TAG:350-12, 350-13, 350-14 350-15 & 350-16	5	5		356.00000	EA	1,780.00
/19216549934	16"X7'4-3/4" FXF DIP AIS TAG:351-17	1	1		2051.00000	EA	.00
/19216549935	14"X9'0-5/8" FXF C/L DIP AIS TAG:351-18	1	1		1885.00000	EA	1,885.00
/19216549936	10"X9'6-5/8" FXF C/L DIP AIS TAG:351-19	1	1		1045.00000	EA	1,045.00
/19216549937	8"X3'4" FXF C/L DIP AIS TAG:351-20, 351-21 & 351-22	3	3		518.00000	EA	1,554.00
/19216549938	8"X2'5" FXF C/L DIP AIS TAG:351-23, 351-24 & 351-25	3	3		455.00000	EA	1,365.00
/19216549939	6"X3'11" FXF C/L DIP AIS TAG:351-26, 351-27, 351-28 351-29, 351-30 & 351-31	6	6		345.00000	EA	2,070.00
FAOC	FAOC	1	1		.01000	EA	.00

CONTINUED... Page: 1

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INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # 0243274
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$11,331.00

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#
5/14/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0243274

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			

Freight	Delivery	Handling	Restock	Misc	Subtotal:	11,331.00
					Other:	.00
					Tax:	.00

Terms: NET 30
Ordered By: DAVE

Invoice Total: \$11,331.00

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/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # 0192073
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$5,189.00

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#
5/06/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0192073

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24T08R06FPR	8X6 FLG RED C110 PR USA	1	1		295.00000	EA	295.00
24T04R03FPR	4X3 FLG RED C110 PR USA	1	1		88.00000	EA	88.00
24T10FBPR	10 BLIND FLG DI PR USA	1	1		170.00000	EA	170.00
24T069FPR	6 FLG 90 C110 PR USA	6	6		200.00000	EA	1,200.00
24T039FPR	3 FLG 90 C110 PR USA	2	2		83.00000	EA	166.00
24T049FPR	4 FLG 90 C110 PR USA	1		1	136.00000	EA	.00
24T069FBPR	6 FLG BASE 90 C110 PR USA	6	6		350.00000	EA	2,100.00
2406F2106SS304	6 MEGA-FLG 2106 W/SS 304 BOLTS	6	6		195.00000	EA	1,170.00
FAOC	FAOC	1		1	.01000	EA	.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	5,189.00
					Other:	.00
					Tax:	.00

Terms: NET 30
Ordered By: DAVE

Invoice Total: \$5,189.00

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INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # 0319281
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAYER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$4,821.00

Backordered from:
5/28/21 0140201

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#
4/28/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0319281

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
FAOC	FAOC	1		1	.01000	EA	.00
24T16T080FPR	16X8 FLG TEE C110 PR USA TAG: P-351 DISCHARGE	1	1		3348.00000	EA	3,348.00
24T14T080FPR	14X8 FLG TEE C110 PR USA TAG: P-351 DISCHARGE	1		1	2402.00000	EA	.00
24T16R14FPR	16X14 FLG RED C110 PR USA TAG: P-351 DISCHARGE	1	1		1473.00000	EA	1,473.00
24T14R10FPR	14X10 FLG RED C110 PR USA TAG: P-351 DISCHARGE	1		1	1132.00000	EA	.00

81
WBCI 6/6

Freight	Delivery	Handling	Restock	Misc	Subtotal:	4,821.00
					Other:	.00
					Tax:	.00

Terms: NET 30

Ordered By: DAVE

Invoice Total: \$4,821.00

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INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # 0185173
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$15,909.00

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#
5/05/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0185173

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/19216536325	18"X10'0" FLGXFLG DI PIPE AIS TAG:570-1	1	1			EA	.00
/19216536326	18"X9'10" FLGXFLG DI PIPE AIS TAG:570-2	1	1			EA	.00
/19216536327	18"X14'0" FLGXFLG DI PIPE AIS TAG:570-3	1	1			EA	.00
/19216536328	18"X13'10-5/8" FLGXFLG DI PIPE AIS TAG:570-4	1	1			EA	.00
/19216536329	12"X16'6" FLGXFLG DI PIPE AIS TAG:570-5	1	1		1905.00000	EA	1,905.00
/19216536330	12"X16'5" FLGXFLG DI PIPE AIS TAG:570-6	1	1		1905.00000	EA	1,905.00
/19216536331	12"X17'0" FLGXFLG DI PIPE AIS TAG:570-7	1	1		1941.00000	EA	1,941.00
/19216536332	12"X16'8" FLGXFLG DI PIPE AIS TAG:570-8	1	1		1941.00000	EA	1,941.00
/19216536333	8"X16'0" FLGXFLG DI PIPE AIS TAG:570-9	1	1		1085.00000	EA	1,085.00
/19216536334	8"X15'8-7/8" FLGXFLG DI PIPE AIS TAG:570-10	1	1		1083.00000	EA	1,083.00
/19216536335	8"X16'0" FLGXFLG DI PIPE AIS TAG:570-11	1	1		1083.00000	EA	1,083.00
/19216536336	8"X15'6-1/2" FLGXFLG DI PIPE AIS TAG:570-12	1	1		1061.00000	EA	1,061.00
/19216536416	8"X5'0-5/8" FLGXFLG DI PIPE AIS TAG:570-13	1	1		587.00000	EA	587.00

CONTINUED... Page: 1

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1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # 0185173
Invoice Date 6/30/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$15,909.00

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#
5/05/21	6/28/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	0185173

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/19216536417	8"X5'3-5/8" FLGXFLG DI PIPE AIS TAG:570-14	1	1		610.00000	EA	610.00
/19216536418	8"X7'2-3/4" FLGXFLG DI PIPE AIS TAG:570-15	1	1		700.00000	EA	700.00
/19216536419	8"X7'2-3/4" FLGXFLG DI PIPE AIS TAG:570-16	1	1		700.00000	EA	700.00
/19216536420	8"X6'9-1/2" FLGXFLG DI PIPE AIS TAG:570-17	1	1		677.00000	EA	677.00
/19216536421	8"X5'9-3/4" FLGXFLG DI PIPE AIS TAG:570-18	1	1		631.00000	EA	631.00
FAOC	FAOC	1		1	.01000	EA	.00

144
864

Freight	Delivery	Handling	Restock	Misc	Subtotal:	15,909.00
					Other:	.00
					Tax:	.00

Terms: NET 30
Ordered By: DAVE

Invoice Total: \$15,909.00

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To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

acct@vessco.com

INVOICE

83780

Bill To: Accounts Payable

AUGUST WINTER & SONS, INC.
P.O. BOX 1896
APPLETON, WI 54911

Date 06/23/21

Terms Net 30

Order #	54615	Ordered	02/27/20
Cust Account #	15084	Job #	202010
Cust PO #	79230-007		
Ship Via	BEST	Shipped	06/23/21
FOB	SHIPPING POINT	Rep	820

Ship To:

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

TAX ID EX

Email Invoice ap@augustwinter.com

Customer Phone (920) 739-8881

Item Num	Description	Order	Ship	B/O	Unit Price	Ext Price
Section	43 11 23 - Rotary Positive Displacement Blower	1	1	0	0.00	0.00
QUOTE	E10-19278	1	1	0	0.00	0.00
999EQ	GM60S Aeration Blowers	1	1	0	0.00	0.00
999EQ	(FO-015-110320) Remove Blower AB-5561	-1	-1	0	43,957.00	-43,957.00
999EQ	Aerzen Equipment Package	1	1	0	228,000.00	228,000.00
Description		0	0	0	0.00	0.00
Section	46 43 23 - Second Clarifier	1	1	0	0.00	0.00
999EQ	Drawing Coordination, Westech Engineering	1	1	0	135,084.00	135,084.00
Description		0	0	0	0.00	0.00
Section	46 41 23 - Submersible Mixing Equipment	1	1	0	0.00	0.00
999EQ	Mast Increase, Hoist Increase	1	1	0	0.00	0.00
999EQ	Wilo Equipment Package	1	1	0	266,670.08	266,670.08

PARTIAL INVOICE.

Amount	585,797.08
Tax	0.00
Freight	0.00
TOTAL	585,797.08



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

Invoice No.: 82311
Invoice Date: 07/26/21
Customer P.O. No.: 79320-005
Customer Job No.:
Job ID: 24109B -
Job Name: INDIANOLA WATER
Customer Account No.: AUG010
Payment Terms: NET 30 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		
0.9		90% UPON SHIPMENT	\$354,943.00	\$319,448.70

*IA - SALES TAX EXEMPTION ON FILE

line 639

#91

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

ACCOUNT NO: 4945003200
ABA ROUTING NO: 121000248
SWIFT: WFBUS6S

Subtotal: \$319,448.70

Taxes:

Total: US DOLLARS \$319,448.70

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.

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

Voice: 515-285-5301
Fax: 515-287-3058

INVOICE

Invoice Number: 19244
Invoice Date: Dec 28, 2020
Page: 1
Duplicate

Bill To:

Williams Brothers Construction Inc
PO Box 1366
Peoria, IL 61654

Ship to:

ADMIN BUILDING #120

Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333-530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		1/27/21

Quantity	Item	Description	Unit Price	Amount
		(10) HOLLOW METAL FRAMES (9.5% SCHEDULED VALUE 3500.00)		3,500.00
Subtotal				3,500.00
Sales Tax				
Freight				
Total Invoice Amount				3,500.00
Payment/Credit Applied				
TOTAL				3,500.00

Check/Credit Memo No:

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

Voice: 515-285-5301
Fax: 515-287-3058

INVOICE

Invoice Number: 19394
Invoice Date: Jun 18, 2021
Page: 1
Duplicate

Bill To:
Williams Brothers Construction Inc PO Box 1366 Peoria, IL 61654

Ship to:
PEAK FLOW BUILDING #270

Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333-530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		7/18/21

Quantity	Item	Description	Unit Price	Amount
		(2) STAINLESS STEEL DOORS BUILDING #270 PEAK FLOW		4,300.00
Subtotal				4,300.00
Sales Tax				
Freight				
Total Invoice Amount				4,300.00
Payment/Credit Applied				
TOTAL				4,300.00

Check/Credit Memo No:

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

Voice: 515-285-5301
Fax: 515-287-3058

INVOICE

Invoice Number: 19395
Invoice Date: Jun 18, 2021
Page: 1
Duplicate

Bill To:

Williams Brothers Construction Inc
PO Box 1366
Peoria, IL 61654

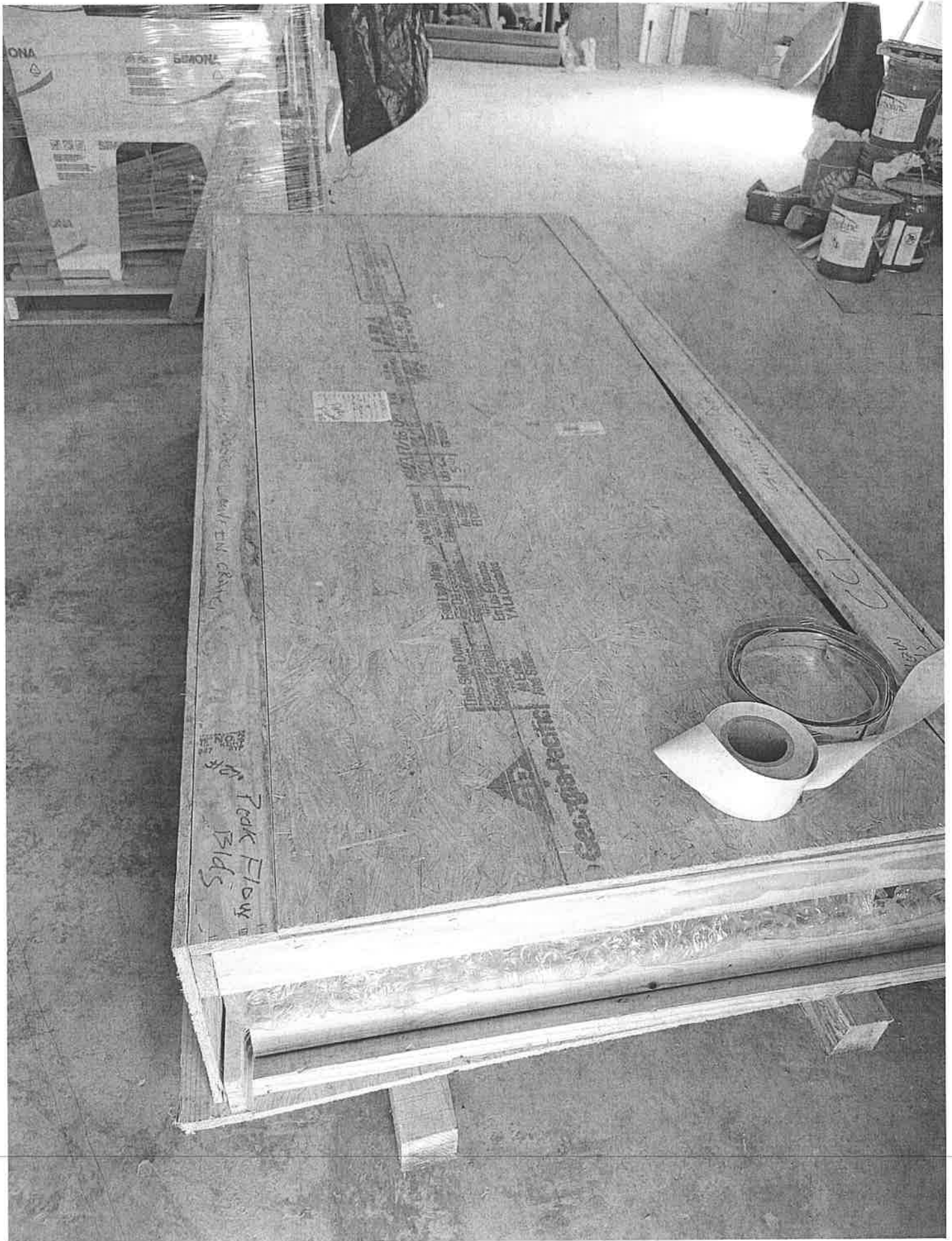
Ship to:

INDIANOLA WATER RESOURCE
BUILDING #270 PEAK FLOW

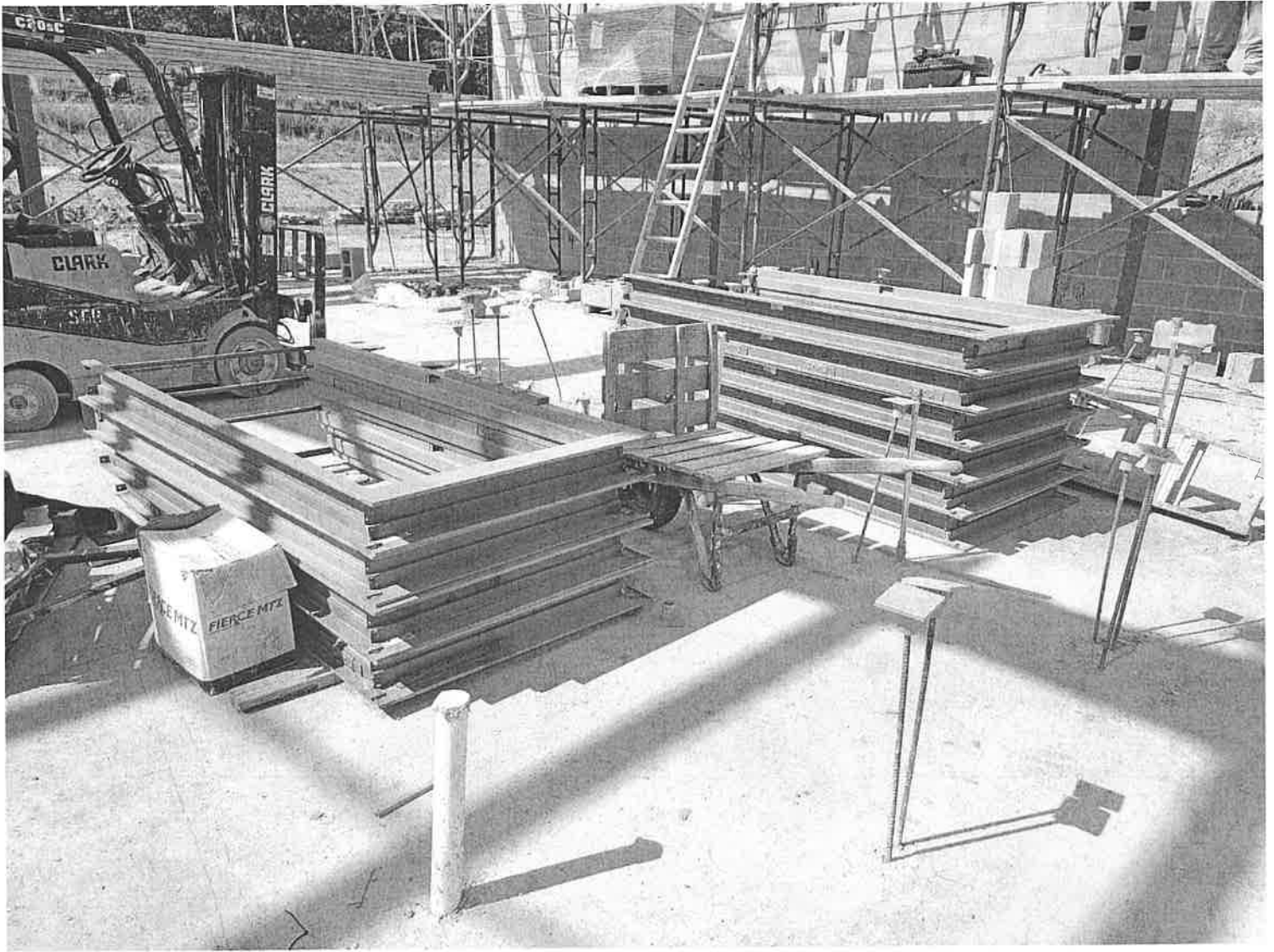
Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333.530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		7/18/21

Quantity	Item	Description	Unit Price	Amount
		(1) LOT FINISH HARDWARE FOR PEAK FLOW STAINLESS STEEL DOORS (30.5% OF SCHEDULED VALUES 7400.00 COMBINING THE 2 INVOICES)		3,100.00
Subtotal				3,100.00
Sales Tax				
Freight				
Total Invoice Amount				3,100.00
Payment/Credit Applied				
TOTAL				3,100.00

Check/Credit Memo No:









MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: August 16, 2021
Subject: Resolution approving Change Order Number 2 and Payment Application Number 2 for the Square Reconstruction Project.

Introduction:

Background: As the Council is aware, the Square Reconstruction Project is underway. The contractor has been working on utility construction, including storm sewer and water main, along Salem Avenue from B Street to Howard Street, and on Buxton Street, since the project commenced on June 14. Attached to this memo is Change Order No 2 and Pay Application No 2.

Change Order No 2, in the amount of \$24,257.13 is requested for additional quantities on the utility constitution, including water main, water services and temporary storm sewer connection.

Pay application No 2, in the amount of \$574,177.32 is requested from Absolute Concrete Construction Company. This amount includes work completed to date, including the concrete median and mailbox relocation along Buxton Street at the United States Postal Service building, completing all the Division 2 work. Additionally, the contractor has completed utility work along Salem Avenue from B Street to Howard Street this past month. The utility work going North on Buxton Street has started, and the subgrade preparation and rock chamber excavation for permeable pavers will commence in the coming weeks.

Discussion:

Budget Impact:

Recommendation: Staff recommends approval of Change Order No 2 and Pay Application No 2 for the Square Reconstruction Project.

Attachments:

1. Res 2021- approve CO2 and PA2 for Square
2. Indianola Downtown_Signed CO#2
3. Indianola Downtown_Signed Pay App #2

City of Indianola
RESOLUTION NO. 2021-

**RESOLUTION APPROVING CHANGE ORDER NO 2 AND PAY APPLICATION NO 2 FOR THE
SQUARE RECONSTRUCTION PROJECT**

WHEREAS, the City of Indianola is currently under obligation of a construction contract with Absolute Concrete Construction Inc. for the Square Reconstruction Project; and

WHEREAS, additional quantities on the utility constitution, including the water main, water services and temporary storm sewer connection, are needed on the project as described on the attached Change Order No 2; and

WHEREAS, Absolute Concrete Construction Inc. has submitted Pay Application No 2 as described on the attached application; and

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

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

1. Change Order No 2 in the amount of \$24,257.13 is hereby approved
2. Pay Application No 2 in the amount of \$574,177.32 shall be paid
3. Staff is hereby authorized to sign the documents on behalf of the City of Indianola

PASSED AND APPROVED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

CHANGE ORDER FORM



**BOLTON
& MENK**



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

Change Order Number: 2

Change Order Date: August 16, 2021

Purpose of Change Order:

Increase Item 27 quantity to account for an additional water service connection.
 Increase Item 32 quantity to account for an additional tapping valve assembly.
 Item 115 includes labor, equipment, and materials necessary to install a temporary storm sewer connection between the existing storm sewer near the Corner Sundry and the newly installed storm sewer in the intersection of Salem Avenue and Buxton Street.

Increase Items D2.1 and D2.2 quantities to account for additional pavement removal and replacement.
 Increase Item D2.7 quantity to account for an additional pavement symbol removed from street.
 Item D2.14 includes additional materials and labor to complete the traffic signal modifications at the intersection of W 2nd Ave and S Buxton St.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
DIVISION 1					
27	Water Service, Type K Copper, 2 IN.	EA	1.00	\$ 3,500.00	\$ 3,500.00
32	Tapping Valve Assembly, 8 IN.	EA	1.00	\$ 7,000.00	\$ 7,000.00
115	Temporary Storm Sewer	LS	1.00	\$ 10,323.00	\$ 10,323.00
DIVISION 2					
D2.1	Full Depth Patches	SY	8.00	\$ 90.00	\$ 720.00
D2.2	Pavement Removal	SY	35.30	\$ 50.00	\$ 1,765.00
D2.7	Pavement Symbols Removed	EA	1.00	\$ 115.00	\$ 115.00
D.14	Additional Traffic Signal Modifications	LS	1.00	\$ 834.13	\$ 834.13

Change Order Number: 2 makes the following adjustments to the contract: **\$ 24,257.13**

Contractor Accepted: Absolute Concrete Construction Inc.

Signature: [Signature] Firm Name: Absolute Concrete Construction Inc.
 Date: 08.05.21

Engineer Approved: Bolton & Menk, Inc.

Signature: [Signature] Firm Name: Bolton & Menk, Inc.
 Date: 06 AUG 2021

Owner Accepted: City of Indianola

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 8,499,759.80
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
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Revised Contract Amount \$ 8,538,936.48

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: City Square Reconstruction
Contractor: Absolute Concrete Construction Inc.
Address: 1000 W. 6th AVE Slater, IA 50244
Original Contract Date: May 3, 2021
Project Completion Date: October 30, 2023

Date of Council Meeting: August 16, 2021
PAYMENT REQUEST # 2
PAYMENT PERIOD: From: June 23, 2021 Through: July 31, 2021

Contract Summary

Original Contract Amount:	\$	8,499,759.80	
Net change by Change Orders:	\$	39,176.68	
Revised Contract Amount: (line 1 ± 2)	\$	8,538,936.48	
Total completed and stored to date:	\$	830,113.93	
Retainage: 5 % of Completed Work:	\$	41,505.70	
Total Earned less Retainage:	\$	788,608.23	
Less previous applications for payment:	\$	214,430.91	
SUBTOTAL	\$	574,177.32	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	574,177.32	
Balance to finish, including retainage:	\$	7,750,328.25	

Contract Time Remaining (If applicable) 805.00 CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature: [Signature] Firm Name: Absolute Concrete Construction Inc. Date: 08.05.21

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature: [Signature] Firm Name: Bolton & Menk, Inc. Date: 06 AUG 2021

City of Indianola Approval:

Signature: _____ Date: _____

Submit to: Akhilesh Pal, P.E. - Public Works Director

E-mail: apal@indianolaiowa.gov **Phone:** (515) 961-9415

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2021	\$ 214,430.91
2		
3		
4		
5		
6		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 214,430.91

Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
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TOTAL \$ 39,176.68

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	May 3, 2021
Original Completion Date:	October 30, 2023
Added by Change Order:	
Contract Time to Date:	910.00
Time Used to Date:	105.00
Contract Time Remaining:	<u>805.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 1											
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ 29,920.00		\$ -	352.00	0.00%
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ 11,200.00		\$ -	140.00	0.00%
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00	\$ 95,400.00		\$ -	360.00	0.00%
4	EXCAVATION, CLASS 10	CY	8,313.60		8,313.60	\$ 18.00	\$ 149,644.80		\$ -	8,313.60	0.00%
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	\$ 70,000.00		\$ -	17,500.00	0.00%
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00		7,400.00	\$ 6.00	\$ 44,400.00		\$ -	7,400.00	0.00%
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	\$ 218,750.00		\$ -	17,500.00	0.00%
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	\$ 56,962.50		\$ -	5,425.00	0.00%
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00	\$ 5,500.00		\$ -	100.00	0.00%
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00	\$ 59,500.00		\$ -	700.00	0.00%
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00	\$ 435,200.00		\$ -	1,024.00	0.00%
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00		38.00	\$ 5,000.00	\$ 190,000.00		\$ -	38.00	0.00%
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00	\$ 15,950.00		\$ -	110.00	0.00%
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	\$ 279,000.00	200.00	\$ 30,000.00	1,660.00	10.75%
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	\$ 79,625.00	120.00	\$ 21,000.00	335.00	26.37%
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	\$ 54,000.00	217.00	\$ 43,400.00	53.00	80.37%
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00		380.00	\$ 275.00	\$ 104,500.00	380.00	\$ 104,500.00	-	100.00%
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	\$ 33,300.00	387.00	\$ 11,610.00	723.00	34.86%
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00	\$ 108,750.00		\$ -	4,350.00	0.00%
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00	\$ 34,160.00		\$ -	1,220.00	0.00%
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$ 1,000.00	\$ 25,000.00		\$ -	25.00	0.00%
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00		40.00	\$ 275.00	\$ 11,000.00		\$ -	40.00	0.00%
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	\$ 9,900.00	21.00	\$ 1,155.00	159.00	11.67%
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00	\$ 297,000.00	454.00	\$ 49,940.00	2,246.00	16.81%
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00	\$ 21,930.00	618.00	\$ 9,270.00	844.00	42.27%
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$ 2,300.00	\$ 119,600.00	8.00	\$ 18,400.00	44.00	15.38%
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00	\$ 7,000.00	1.00	\$ 3,500.00	1.00	50.00%
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 885.00	\$ 46,905.00	9.00	\$ 7,965.00	44.00	16.98%
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$ 165,000.00	\$ 165,000.00		\$ -	1.00	0.00%
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	0.00%
31	VALVE, GATE, 8 INCH	EA	8.00		8.00	\$ 2,300.00	\$ 18,400.00	2.00	\$ 4,600.00	6.00	25.00%
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	1.00	4.00	\$ 7,000.00	\$ 28,000.00	1.00	\$ 7,000.00	3.00	25.00%
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 6,800.00	\$ 27,200.00	2.00	\$ 13,600.00	2.00	50.00%
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$ 3,800.00	\$ 3,800.00		\$ -	1.00	0.00%
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	2.00	\$ 2,000.00	4.00	33.33%
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$ 7,100.00	\$ 42,600.00		\$ -	6.00	0.00%
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$ 5,500.00	\$ 82,500.00		\$ -	15.00	0.00%
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$ 8,800.00	\$ 52,800.00	3.75	\$ 33,000.00	2.25	62.50%
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	0.75	\$ 9,000.00	0.25	75.00%
40	INTAKE, SW-501	EA	28.00		28.00	\$ 4,500.00	\$ 126,000.00	6.00	\$ 27,000.00	22.00	21.43%
41	INTAKE, SW-511	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	0.00%
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$ 3,200.00	\$ 19,200.00		\$ -	6.00	0.00%
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$ 6,000.00	\$ 18,000.00	1.00	\$ 6,000.00	2.00	33.33%
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$ 5,500.00	\$ 33,000.00		\$ -	6.00	0.00%
45	REMOVE MANHOLE	EA	9.00		9.00	\$ 1,000.00	\$ 9,000.00	3.00	\$ 3,000.00	6.00	33.33%
46	REMOVE INTAKE	EA	18.00		18.00	\$ 1,000.00	\$ 18,000.00	4.00	\$ 4,000.00	14.00	22.22%
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	\$ 240,500.00		\$ -	3,700.00	0.00%
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	\$ 926,500.00		\$ -	10,900.00	0.00%
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	\$ 32,500.00		\$ -	250.00	0.00%
50	PCC CURB AND GUTTER, 2'	LF	6,775.00		6,775.00	\$ 80.00	\$ 542,000.00		\$ -	6,775.00	0.00%
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00	\$ 5,500.00		\$ -	55.00	0.00%
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	\$ 58,200.00	466.50	\$ 5,598.00	4,383.50	9.62%
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	\$ 193,500.00		\$ -	4,300.00	0.00%
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	\$ 48,000.00		\$ -	960.00	0.00%
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00	\$ 16,150.00		\$ -	170.00	0.00%
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00	\$ 105,625.00		\$ -	4,225.00	0.00%
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	\$ 32,000.00		\$ -	640.00	0.00%
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	\$ 13,200.00		\$ -	240.00	0.00%
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	\$ 345,800.00	6,025.50	\$ 84,357.00	18,674.50	24.39%
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00	\$ 216,800.00		\$ -	5,420.00	0.00%
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00	\$ 59,850.00		\$ -	1,330.00	0.00%
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50	\$ 322,500.00		\$ -	5,160.00	0.00%
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00	\$ 52,500.00		\$ -	2,100.00	0.00%
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	\$ 37,375.00	18.93	\$ 10,884.75	46.07	29.12%
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00	\$ 19,710.00		\$ -	27.00	0.00%
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00		15.00	\$ 325.00	\$ 4,875.00		\$ -	15.00	0.00%
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	\$ 19,125.00		\$ -	45.00	0.00%
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 75,000.00	\$ 75,000.00	0.10	\$ 7,500.00	0.90	10.00%
69	SOD	SQ	100.00		100.00	\$ 75.00	\$ 7,500.00		\$ -	100.00	0.00%
70	DECIDUOUS SHRUBS	EA	60.00		60.00	\$ 150.00	\$ 9,000.00		\$ -	60.00	0.00%
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00	\$ 42,680.00		\$ -	2,134.00	0.00%
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00	\$ 23,650.00		\$ -	43.00	0.00%
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00	\$ 12,000.00		\$ -	24.00	0.00%
74	SWPPP PREPARATION	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
75	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 13,500.00	\$ 13,500.00	0.07	\$ 945.00	0.93	7.00%
76	FILTER SOCK, 8 INCH	LF	1,500.00		1,500.00	\$ 2.50	\$ 3,750.00	60.00	\$ 150.00	1,440.00	4.00%
77	TEMPORARY RECP, TYPE 3A	SY	270.00		270.00	\$ 3.00	\$ 810.00		\$ -	270.00	0.00%
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	0.00%
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00		41.00	\$ 265.00	\$ 10,865.00	3.00	\$ 795.00	38.00	7.32%
80	VAULT, FILL	EA	1.00		1.00	\$ 7,400.00	\$ 7,400.00		\$ -	1.00	0.00%
81	CISTERN ABANDONMENT	EA	3.00		3.00	\$ 8,000.00	\$ 24,000.00	1.00	\$ 8,000.00	2.00	33.33%
82	MOBILIZATION	LS	1.00		1.00	\$ 1,000,000.00	\$ 1,000,000.00	0.25	\$ 250,000.00	0.75	25.00%
83	CONCRETE WASHOUT	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-		-	\$ 200,000.00	\$ -		\$ -	-	0.00%
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
87	STEEL BENCH	EA	9.00		9.00	\$ 3,250.00	\$ 29,250.00		\$ -	9.00	0.00%
88	LITTER RECEPTACLE	EA	6.00		6.00	\$ 3,000.00	\$ 18,000.00		\$ -	6.00	0.00%
89	BIKE RACK	EA	6.00		6.00	\$ 925.00	\$ 5,550.00		\$ -	6.00	0.00%
90	EVENT POWER PEDESTAL	EA	7.00		7.00	\$ 1,500.00	\$ 10,500.00		\$ -	7.00	0.00%
91	1' CONCRETE BAND	LF	1,270.00		1,270.00	\$ 35.00	\$ 44,450.00		\$ -	1,270.00	0.00%
92	PLANTER CURB	LF	430.00		430.00	\$ 85.00	\$ 36,550.00		\$ -	430.00	0.00%
93	SEAT WALL	LF	108.00		108.00	\$ 125.00	\$ 13,500.00		\$ -	108.00	0.00%
94	BIO-RETENTION ROCK CHAMBER	TON	35.00		35.00	\$ 100.00	\$ 3,500.00		\$ -	35.00	0.00%
95	RAIN GUARDIAN TURRET	EA	5.00		5.00	\$ 7,500.00	\$ 37,500.00		\$ -	5.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00		5.00	\$ 1,400.00	\$ 7,000.00		\$ -	5.00	0.00%
97	SALVAGE STREET LIGHT POLE	EA	12.00		12.00	\$ 350.00	\$ 4,200.00	1.50	\$ 525.00	10.50	12.50%
98	PLANTER POT	EA	4.00		4.00	\$ 2,125.00	\$ 8,500.00		\$ -	4.00	0.00%
99	GFCI RECEPTACLE	EA	32.00		32.00	\$ 950.00	\$ 30,400.00		\$ -	32.00	0.00%
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00		52.00	\$ 1,650.00	\$ 85,800.00		\$ -	52.00	0.00%
101	SERVICE CABINET	EA	2.00		2.00	\$ 4,350.00	\$ 8,700.00		\$ -	2.00	0.00%
102	HANDHOLE	EA	59.00		59.00	\$ 750.00	\$ 44,250.00		\$ -	59.00	0.00%
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00		1,699.00	\$ 10.50	\$ 17,839.50		\$ -	1,699.00	0.00%
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00		6,673.00	\$ 12.50	\$ 83,412.50		\$ -	6,673.00	0.00%
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00		650.00	\$ 16.50	\$ 10,725.00		\$ -	650.00	0.00%
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00		945.00	\$ 21.00	\$ 19,845.00		\$ -	945.00	0.00%
107	1-1/2" HDPE CONDUIT HDD	LF	866.00		866.00	\$ 24.00	\$ 20,784.00		\$ -	866.00	0.00%
108	#6 AWG CONDUCTOR	LF	26,943.00		26,943.00	\$ 2.00	\$ 53,886.00		\$ -	26,943.00	0.00%
109	#8 AWG CONDUCTOR	LF	5,216.00		5,216.00	\$ 1.50	\$ 7,824.00		\$ -	5,216.00	0.00%
110	#10 AWG CONDUCTOR	LF	3,661.00		3,661.00	\$ 1.50	\$ 5,491.50		\$ -	3,661.00	0.00%
111	#12 AWG CONDUCTOR	LF	1,244.00		1,244.00	\$ 1.25	\$ 1,555.00		\$ -	1,244.00	0.00%
112	YARD HYDRANT	EA	16.00		16.00	\$ 2,300.00	\$ 36,800.00		\$ -	16.00	0.00%
113	PERMEABLE PAVER MONITORING WELL	EA	6.00		6.00	\$ 2,000.00	\$ 12,000.00		\$ -	6.00	0.00%
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS		1.00	1.00	\$ 3,496.50	\$ 3,496.50	0.81	\$ 2,832.17	0.19	81.00%
115	TEMPORARY STORM SEWER	LS		1.00	1.00	\$ 10,323.00	\$ 10,323.00	1.00	\$ 10,323.00	-	100.00%
DIVISION 2											
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	\$ 3,420.00	38.00	\$ 3,420.00	-	100.00%
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	\$ 3,265.00	65.30	\$ 3,265.00	-	100.00%
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	-	100.00%
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50		22.50	\$ 700.00	\$ 15,750.00	9.36	\$ 6,552.00	13.14	41.60%
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00		16.00	\$ 325.00	\$ 5,200.00	16.00	\$ 5,200.00	-	100.00%
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00		10.00	\$ 200.00	\$ 2,000.00	10.00	\$ 2,000.00	-	100.00%
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	5.00	\$ 115.00	\$ 575.00	5.00	\$ 575.00	-	100.00%
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00	4.00	8.00	\$ 425.00	\$ 3,400.00	6.00	\$ 2,550.00	2.00	75.00%
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY		27.30	27.30	\$ 183.15	\$ 5,000.00	27.30	\$ 5,000.00	-	100.00%
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA		3.00	3.00	\$ 149.85	\$ 449.55	2.72	\$ 407.59	0.28	90.67%
D2.11	BOLLARDS	EA		4.00	4.00	\$ 555.00	\$ 2,220.00	3.60	\$ 1,998.00	0.40	90.00%
D2.12	WET RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA		6.00	6.00	\$ 166.50	\$ 999.00	3.20	\$ 532.80	2.80	53.33%
D2.13	MOBILIZATION	LS		1.00	1.00	\$ 1,054.50	\$ 1,054.50	1.00	\$ 1,054.50	-	100.00%
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS		1.00	1.00	\$ 834.13	\$ 834.13	1.00	\$ 834.13	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,538,936.48

\$ 830,113.93

-90.28%

CONTRACT PRICE DETAIL - Funding Break Down

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	City Quantity Complete	City Value of Work Complete	City - Sanitary Sewer Quantity Complete	City - Sanitary Sewer Value of Work Complete	SSE Quantity Complete	SSE Value of Work Complete	IMU - Water Quantity Complete	IMU - Water Value of Work Complete	TOTAL VALUE OF COMPLETED WORK
DIVISION 1															
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	EXCAVATION CLASS 10	CY	8,313.60		8,313.60	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00		7,400.00	\$ 8.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00		38.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	200.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	120.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	217.00	\$ 43,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,400.00
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	360.00		360.00	\$ 275.00	380.00	\$ 104,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,500.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	387.00	\$ 11,610.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,610.00
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	20.00		20.00	\$ 275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	21.00	\$ 1,155.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,155.00
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	454.00	\$ 49,940.00	\$ 49,940.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	618.00	\$ 9,270.00	\$ 9,270.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6.00	\$ 18,400.00	\$ 18,400.00
27	WATER SERVICE, TYPE K COPPER, 1/2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 3,500.00	\$ 3,500.00
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 885.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9.00	\$ 7,965.00	\$ 7,965.00
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$ 165,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	VALVE, GATE, 8 INCH	EA	6.00		6.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2.00	\$ 4,600.00	\$ 4,600.00
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	1.00	4.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00	\$ 7,000.00	\$ 7,000.00
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2.00	\$ 13,600.00	\$ 13,600.00
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2.00	\$ 2,000.00	\$ 2,000.00
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$ 7,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$ 8,600.00	3.75	\$ 33,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000.00
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$ 12,000.00	0.75	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00
40	INTAKE, SW-501	EA	28.00		28.00	\$ 4,500.00	6.00	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00
41	INTAKE, SW-511	EA	1.00		1.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	REMOVE MANHOLE	EA	9.00		9.00	\$ 1,000.00	3.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
46	REMOVE INTAKE	EA	16.00		16.00	\$ 1,000.00	4.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50	PCC CURB AND GUTTER, 2'	LF	6,775.00		6,775.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	466.50	\$ 5,598.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,598.00
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	SIDEWALK UNIT PAYER W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	6025.50	\$ 84,357.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,357.00
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	18.93	\$ 10,884.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,884.75
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00		15.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 750,000.00	0.10	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
69	SOD	SQ	100.00		100.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	DECIDUOUS SHRUBS	EA	80.00		80.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	SWPPP PREPARATION	LS	1.00		1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00

Date printed: 8/5/2021

75	SWPPP MANAGEMENT	LS	1.00		1.00	\$13,500.00	0.07	\$	945.00	\$	-	\$	-	\$	-	\$	945.00			
76	FILTER SOCK, 8 INCH	LF	1,500.00		1,500.00	\$	2.50	60.00	\$	150.00	\$	-	\$	-	\$	-	\$	150.00		
77	TEMPORARY RECIP. TYPE 3A	SY	270.00		270.00	\$	3.00		\$	-	\$	-	\$	-	\$	-	\$	-		
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00		2.00	\$	2,000.00		\$	-	\$	-	\$	-	\$	-	\$	-		
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00		41.00	\$	265.00	3.00	\$	795.00	\$	-	\$	-	\$	-	\$	795.00		
80	VAULT, FILL	EA	1.00		1.00	\$	7,400.00		\$	-	\$	-	\$	-	\$	-	\$	-		
81	CISTERN ABANDONMENT	EA	3.00		3.00	\$	8,000.00	1.00	\$	8,000.00	\$	-	\$	-	\$	-	\$	8,000.00		
82	MOBILIZATION	LS	1.00		1.00	\$11,000,000.00	0.25	\$	250,000.00	\$	-	\$	-	\$	-	\$	250,000.00			
83	CONCRETE WASHOUT	LS	1.00		1.00	\$10,000.00		\$	-	\$	-	\$	-	\$	-	\$	-			
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-		-	\$200,000.00		\$	-	\$	-	\$	-	\$	-	\$	-			
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-		-	\$75,000.00		\$	-	\$	-	\$	-	\$	-	\$	-			
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-		-	\$75,000.00		\$	-	\$	-	\$	-	\$	-	\$	-			
87	STEEL BENCH	EA	9.00		9.00	\$	3,250.00		\$	-	\$	-	\$	-	\$	-	\$	-		
88	LITTER RECEPTACLE	EA	6.00		6.00	\$	3,000.00		\$	-	\$	-	\$	-	\$	-	\$	-		
89	BIKE RACK	EA	6.00		6.00	\$	925.00		\$	-	\$	-	\$	-	\$	-	\$	-		
90	EVENT POWER PEDESTAL	EA	7.00		7.00	\$	1,500.00		\$	-	\$	-	\$	-	\$	-	\$	-		
91	1" CONCRETE BAND	LF	1,270.00		1,270.00	\$	35.00		\$	-	\$	-	\$	-	\$	-	\$	-		
92	PLANTER CURB	LF	430.00		430.00	\$	85.00		\$	-	\$	-	\$	-	\$	-	\$	-		
93	SEAT WALL	LF	108.00		108.00	\$	125.00		\$	-	\$	-	\$	-	\$	-	\$	-		
94	BIO-RETENTION ROCK CHAMBER	TON	35.00		35.00	\$	100.00		\$	-	\$	-	\$	-	\$	-	\$	-		
95	RAIN GUARDIAN TURRET	EA	5.00		5.00	\$	7,500.00		\$	-	\$	-	\$	-	\$	-	\$	-		
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00		5.00	\$	1,400.00		\$	-	\$	-	\$	-	\$	-	\$	-		
97	SALVAGE STREET LIGHT POLE	EA	12.00		12.00	\$	350.00	1.50	\$	525.00	\$	-	\$	-	\$	-	\$	525.00		
98	PLANTER POT	EA	4.00		4.00	\$	2,125.00		\$	-	\$	-	\$	-	\$	-	\$	-		
99	GFCI RECEPTACLE	EA	32.00		32.00	\$	950.00		\$	-	\$	-	\$	-	\$	-	\$	-		
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00		52.00	\$	1,650.00		\$	-	\$	-	\$	-	\$	-	\$	-		
101	SERVICE CABINET	EA	2.00		2.00	\$	4,350.00		\$	-	\$	-	\$	-	\$	-	\$	-		
102	HANDHOLE	EA	59.00		59.00	\$	750.00		\$	-	\$	-	\$	-	\$	-	\$	-		
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00		1,699.00	\$	10.50		\$	-	\$	-	\$	-	\$	-	\$	-		
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00		6,673.00	\$	12.50		\$	-	\$	-	\$	-	\$	-	\$	-		
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00		650.00	\$	16.50		\$	-	\$	-	\$	-	\$	-	\$	-		
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00		945.00	\$	21.00		\$	-	\$	-	\$	-	\$	-	\$	-		
107	1-1/2" HDPE CONDUIT HDD	LF	866.00		866.00	\$	24.00		\$	-	\$	-	\$	-	\$	-	\$	-		
108	#6 AWG CONDUCTOR	LF	26,943.00		26,943.00	\$	2.00		\$	-	\$	-	\$	-	\$	-	\$	-		
109	#8 AWG CONDUCTOR	LF	5,216.00		5,216.00	\$	1.50		\$	-	\$	-	\$	-	\$	-	\$	-		
110	#10 AWG CONDUCTOR	LF	3,661.00		3,661.00	\$	1.50		\$	-	\$	-	\$	-	\$	-	\$	-		
111	#12 AWG CONDUCTOR	LF	1,244.00		1,244.00	\$	1.25		\$	-	\$	-	\$	-	\$	-	\$	-		
112	YARD HYDRANT	EA	16.00		16.00	\$	2,300.00		\$	-	\$	-	\$	-	\$	-	\$	-		
113	PERMEABLE PAVEMENT MONITORING WELL	EA	6.00		6.00	\$	2,000.00		\$	-	\$	-	\$	-	\$	-	\$	-		
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS	1.00		1.00	\$	3,496.50	0.81	\$	2,832.17	\$	-	\$	-	\$	-	\$	2,832.17		
115	TEMPORARY STORM SEWER	LS	1.00		1.00	\$10,323.00	1.00	\$	10,323.00	\$	-	\$	-	\$	-	\$	-	\$	10,323.00	
DIVISION 2																				
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$	90.00	38.00	\$	3,420.00	\$	-	\$	-	\$	-	\$	3,420.00		
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$	50.00	65.30	\$	3,265.00	\$	-	\$	-	\$	-	\$	3,265.00		
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$	2,875.00	1.00	\$	2,875.00	\$	-	\$	-	\$	-	\$	2,875.00		
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50		22.50	\$	700.00	9.36	\$	6,552.00	\$	-	\$	-	\$	-	\$	6,552.00		
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00		16.00	\$	325.00	16.00	\$	5,200.00	\$	-	\$	-	\$	-	\$	5,200.00		
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00		10.00	\$	200.00	10.00	\$	2,000.00	\$	-	\$	-	\$	-	\$	2,000.00		
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	5.00	\$	115.00	5.00	\$	575.00	\$	-	\$	-	\$	-	\$	575.00		
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00		4.00	\$	425.00	6.00	\$	2,550.00	\$	-	\$	-	\$	-	\$	2,550.00		
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY	27.30		27.30	\$	183.15	27.30	\$	5,000.00	\$	-	\$	-	\$	-	\$	5,000.00		
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	3.00		3.00	\$	149.85	2.72	\$	407.59	\$	-	\$	-	\$	-	\$	407.59		
D2.11	BOLLARDS	EA	4.00		4.00	\$	555.00	3.60	\$	1,998.00	\$	-	\$	-	\$	-	\$	1,998.00		
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	6.00		6.00	\$	166.50	3.20	\$	532.80	\$	-	\$	-	\$	-	\$	532.80		
D2.13	MOBILIZATION	LS	1.00		1.00	\$	1,054.50	1.00	\$	1,054.50	\$	-	\$	-	\$	-	\$	1,054.50		
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$	834.13	1.00	\$	834.13	\$	-	\$	-	\$	-	\$	834.13		
City										City - Sanitary Sewer			SRF			IMU - Water			Total	
Total Completed to Date:										\$ 713,836.93			\$			\$			\$ 116,275.00	\$ 830,113.93
Retained Percentage (5%):										\$			\$			\$			\$ 5,613.75	\$ 41,506.70
Total Amount of Previous Payments:										\$ 214,430.91			\$			\$			\$	\$ 214,430.91
Net Amount Due:										\$ 463,716.07			\$			\$			\$ 110,661.25	\$ 574,177.32

	City	City - Sanitary Sewer	SRF	IMU - Water	Total
Total Completed to Date:	\$ 713,838.93	\$ -	\$ -	\$ 116,275.00	\$ 830,113.93
Retained Percentage (8%):	\$ 35,691.95	\$ -	\$ -	\$ 5,813.75	\$ 41,505.70
Total Amount of Previous Payments:	\$ 214,430.91	\$ -	\$ -	\$ -	\$ 214,430.91
Net Amount Due:	\$ 463,716.07	\$ -	\$ -	\$ 110,461.25	\$ 574,177.32

Date printed: 8/5/2021



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: August 16, 2021
Subject: Resolution approving Change Order Number 4 and Payment Application Number 4 for the East Iowa Avenue Paving Project.

Introduction: Staff has received Payment Application No. 4, in the amount of \$155,204.73, for the East Iowa Avenue Paving Project.

Background:

Discussion: The primary items for this pay application include work associated with earthwork, storm sewer, road and trail paving, traffic control, landscaping, street lighting, and other associated tasks. The contractor has substantially completed all aspects of the project except erosion control and final punch-list items. Change Order No. 4 reflects changes to quantity adjustments, resulting in a net decrease of \$2,487 and changing the contract amount to \$914,226.40. This Change Order No. 4 reconciles quantities from field adjustments for fully completed items to their constructed quantities. The total cost breakdown for this project to date is listed below.

Budget Impact:

Summary of Contract	Total Amounts	Council Approval Date
Original Contract Total	\$914,143.50	19-Oct-20
Change Order 1	\$2,277.50	3-May-21
Change Order 2	(\$6,730.00)	7-Jun-21
Change Order 3	\$7,022.40	6-Jul-21
Change Order 4*	(\$2,487.00)	16-Aug-21
Total Contract	\$914,226.40	

Summary of Pay Requests	Total Amounts	Council Approval Date
Pay Request No 1	\$111,102.50	3-May-21
Pay Request No 2	\$197,641.99	7-Jun-21
Pay Request No 3	\$391,245.34	6-Jul-21
Pay Request No 4*	\$155,204.73	16-Aug-21
Total Amount Paid	\$855,194.56	

5% Retainage	\$45,010.24	
Amount Remaining on Contract	\$14,021.60	

**Applies only if this Pay Application and Change Order are approved by City Council on August 16, 2021.*

Recommendation: Staff recommends approval of the change order and pay application.

- Attachments:**
1. Res 2021- Approving East Iowa Paving Pay 4 and CO4
 2. East Iowa Change Order 4
 3. East Iowa Payment Application 4

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING CHANGE ORDER NO 4 AND PAY APPLICATION
NO 4 FOR THE EAST IOWA AVENUE PAVING PROJECT**

WHEREAS, the City of Indianola is currently under obligation of a construction contract with Vanderpool Construction for the East Iowa Avenue Paving Project; and

WHEREAS, changes to labor and materials are needed on the project as described on the attached Change Order No. 4; and

WHEREAS, Vanderpool Construction has submitted Pay Application No. 4 as described on the attached application; and

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

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

1. Change Order No. 4 to decrease the contract amount by \$2,487.00 is hereby approved
2. Pay Application No. 4 in the amount of \$155,204.73 shall be paid
3. Staff is hereby authorized to sign the documents on behalf of the City of Indianola

PASSED AND APPROVED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

CHANGE ORDER NO. 4

OWNER: City of Indianola

PROJECT: East Iowa Avenue Paving

S&A PROJECT #: 119.1077

To: Vanderpool Construction Inc.
Contractor
1100 North 14th Street
Address
Indianola, IA 50125
City, State, Zip

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

1. Description of change to be made:

All except 7.7: Reconcile contract quantities with verified construction quantities.

7.7: Overrun quantity to compensate contractor for additional materials required to comply with updated City Spec.

2. Reason for Change:

2.3: Grade approximately 100' beyond east end of project to ensure storm sewer outlet matches existing drainage patterns.

2.7, 2.8, 2.11,

4.5, 4.7, 4.11,

4.15, 7.1, 7.6,

9.10, & 12.1: Reconcile contract quantities with verified construction quantities.

4.12: Additional cleanouts required to isolate subdrain lengths in separate directions at the high points of East Iowa Avenue.

7.7: City supplemental specifications released after bidding require different colors for detectable warnings depending on trail or sidewalk application.

8.1: Additional traffic control required to restrict MVJATC access along 17th Street during early stages of construction.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.3	Excavation, Class 10	485	CY	\$5.70	\$2,764.50
2.7	Removal of Known Pipe Culvert, CMP, 15"	2	LF	\$9.50	\$19.00
2.8	Removal of Known Pipe Culvert, RCP, 12"	-2	LF	\$15.00	-\$30.00
2.11	Class A Roadstone	14	TON	\$28.00	\$392.00
4.5	Storm Sewer, Trenched, RCP, 18"	-28	LF	\$50.00	-\$1,400.00
4.7	Storm Sewer, Trenched, RCP, 30"	-7	LF	\$70.00	-\$490.00
4.11	Subdrain, PVC, 6"	-75	LF	\$10.00	-\$750.00
4.12	Subdrain Cleanout, PVC, 6", Type A-1	3	EA	\$400.00	\$1,200.00
4.15	Sewer Pipe Support Over Existing Utility Line	-1	EA	\$1,400.00	-\$1,400.00
7.1	Pavement, PCC, 8"	-82	SY	\$55.50	-\$4,551.00
7.6	Sidewalk, PCC, 6"	-3	SY	\$69.00	-\$207.00
7.7	Detectable Warning	37	SF	\$50.50	\$1,868.50
8.1	Temporary Traffic Control	0.09	LS	\$6,900.00	\$621.00
9.10	Removal of Fence	-204	LF	\$2.00	-\$408.00
12.1	Sanitary Sewer Service Stub, PVC, 4"	-2	LF	\$58.00	-\$116.00
TOTAL					-\$2,487.00

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 -\$2487.00 divided as follows:

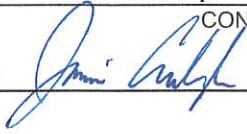
	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$916,713.40	September 30, 2021
Change due to this C.O. (+ or -)	(\$2,487.00)	0
Totals including this C.O.:	\$914,226.40	September 30, 2021

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

Vanderpool Construction Inc.

CONTRACTOR

By



DATE:

8/6/2021

Snyder & Associates, Inc.

ENGINEER

By



DATE:

August 6, 2021

City of Indianola

OWNER

By

DATE:

August 16, 2021

Akhilesh Pal, P.E.
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: PARTIAL PAYMENT APPLICATION NO.4
EAST IOWA AVENUE PAVING PROJECT
SNYDER AND ASSOCIATES PROJECT NO. 119.1077

Dear Mr. Pal:

Partial Payment Application No.4 includes work completed between June 18, 2021, and July 30, 2021. The contractor substantially completed all aspects of the project beyond erosion control and final punch-list items. The contractor met the July 27, 2021, contract substantial completion deadline and opened East Iowa Avenue to vehicular traffic. The National Balloon Classic subsequently placed barricades along East Iowa Avenue after construction was complete. All erosion control and punch-list items must complete prior to the contract date of September 30, 2021.

Change Order No. 4, which is submitted in conjunction with this partial payment application, reconciles quantities for fully completed items to their constructed quantities. All items included in this change order are items already included in the construction contract. The vast majority stem from minor field adjustments, while four items constituted extra work.

The contractor performed additional excavation along the south ditch at the east end of the project to ensure positive drainage and match the existing drainage pattern. Additional subdrain cleanouts were added into the project along East Iowa Avenue at high points in the profile: this allows maintenance crews to reach every linear foot of subdrain in the future. To comply with the City's updated SUDAS supplemental specifications, the contractor needed to order detectable warnings of a new color for placement at all trail crossings. Lastly, additional traffic control was installed at the beginning of construction to ensure Missouri Valley Journeymen Apprenticeship Training Center Traffic did not enter North 17th Street from their parking lot while Iowa Avenue was closed.

As shown in the attached documents, Change Order No.5 totals **-\$2,487.00** and decreases the contract's value from **\$916,713.40** to **\$914,226.40**.

It is Snyder & Associates recommendation that a change order be enacted in the amount of - **\$2,487.00**, and payment of **\$155,204.73** to the Contractor, Vanderpool Construction, Inc. Approximately 98% of construction is complete when comparing the *earned value*, the dollar amount of work completed, to the total contract amount.

The total amount earned thus far in the project is shared as follows:

Party	P.P.A. No. 1	P.P.A. No. 2	P.P.A. No. 3	P.P.A. No. 4	Total
City of Indianola:	\$16,289.66	\$96,404.46	\$182,622.04	\$72,002.89	\$367,319.05
IMU Water:	\$37,389.10	\$1,491.43	\$7,403.40	\$329.63	\$46,613.55
EDA Participation:	\$57,423.75	\$99,744.10	\$201,219.90	\$82,872.21	\$441,261.96
Total:	\$111,102.50	\$197,641.99	\$391,245.34	\$155,204.73	\$855,194.56

Sincerely,

SNYDER & ASSOCIATES, INC.



David N. Moeller, P.E.
President

MLA

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 4

PROJECT: East Iowa Avenue Paving Project

S&A PROJECT NO.:

119.1077

OWNER: City Of Indianola
CONTRACTOR: Vanderpool Construction
ADDRESS: 1100 North 14th Street
Indianola, IA 50125
DATE: 8/16/2021

PAYMENT PERIOD: 6/18/2021
to 7/30/2021

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 914,143.50
Net Change by Change Order: \$ 82.90
Contract Amount to Date: \$ 914,226.40

CONTRACT PERIOD: TOTAL CALENDAR DAYS:

Notice to Proceed: December 11, 2020

Original Contract Completion Date: September 30, 2021

Revised Completion Date: -

2. WORK SUMMARY:

Total Work Performed to Date: \$ 900,204.80
Retainage: 5% \$45,010.24
Total Earned Less Retainage: \$855,194.56
Less Previous Applications for Payment:
P.P.A. No.1: \$ 111,102.50
P.P.A. No.2: \$ 197,641.99
P.P.A. No.3: \$ 391,245.34
Total: \$ 699,989.83

Contract Time to Date (Days): 231

Contract Time Remaining (Days): 62

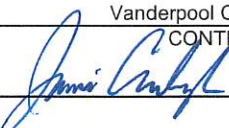
AMOUNT DUE THIS APPLICATION: \$155,204.73

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

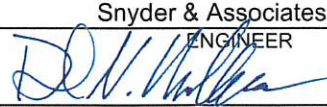
(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

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

Vanderpool Construcion, Inc.
CONTRACTOR
By  DATE: 8/6/2021

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By  DATE: August 6, 2021

5. OWNER'S APPROVAL

City of Indianola
OWNER
By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS						COMPLETED WORK				
		PLAN QTY.	UNIT	UNIT COST	EDA PARTICIPATING COST	NON-PARTICIPATING	TOTAL	QTY. TO DATE	CO #	EDA PARTICIPATING COST	NON-PARTICIPATING	COST TOTAL
	EARTHWORK											
2.1	Clearing and Grubbing	175.8	UNITS	\$ 70.00	\$ 12,306.00	\$ -	\$ 12,306.00	175.8		\$ 12,306.00	\$ -	12,306.00
2.2	Topsoil, On-site	1988	CY	\$ 9.25	\$ 18,389.00	\$ -	\$ 18,389.00	1,988		\$ 18,389.00	\$ -	18,389.00
2.3	Excavation, Class 1C	2580	CY	\$ 5.70	\$ 14,706.00	\$ -	\$ 14,706.00	2,580		\$ 14,706.00	\$ -	14,706.00
2.4	Excavation, Class 10, Contractor Provided Borrow	1087	CY	\$ 7.00	\$ 7,609.00	\$ -	\$ 7,609.00	1,087		\$ 7,609.00	\$ -	7,609.00
2.5	Subgrade Preparation	5975	SY	\$ 2.80	\$ 16,730.00	\$ -	\$ 16,730.00	5,975		\$ 16,730.00	\$ -	16,730.00
2.6	Subbase, Modified, 6'	5485	SY	\$ 7.80	\$ 42,783.00	\$ -	\$ 42,783.00	5,485		\$ 42,783.00	\$ -	42,783.00
2.7	Removal of Known Pipe Culvert, CMP, 15'	124	LF	\$ 9.50	\$ 1,178.00	\$ -	\$ 1,178.00	124		\$ 1,178.00	\$ -	1,178.00
2.8	Removal of Known Pipe Culvert, RCP, 12'	88	LF	\$ 15.00	\$ 1,320.00	\$ -	\$ 1,320.00	88		\$ 1,320.00	\$ -	1,320.00
2.9	Removal of Known Pipe Culvert, RCP, 18'	80	LF	\$ 18.00	\$ 1,440.00	\$ -	\$ 1,440.00	80		\$ 1,440.00	\$ -	1,440.00
2.10	Compaction Testing	1	LS	\$ 5,300.00	\$ 5,300.00	\$ -	\$ 5,300.00	1.00		\$ 5,300.00	\$ -	5,300.00
2.11	Class A Roadstone	144	TON	\$ 28.00	\$ 4,032.00	\$ -	\$ 4,032.00	144		\$ 4,032.00	\$ -	4,032.00
	SEWERS AND DRAINS											
4.1	Sanitary Sewer Gravity Main, Trenched, PVC, 8'	387	LF	\$ 39.00	\$ 15,093.00	\$ -	\$ 15,093.00	387		\$ 15,093.00	\$ -	15,093.00
4.2	Removal of Sanitary Sewer, RCP, 21'	6	LF	\$ 70.00	\$ 420.00	\$ -	\$ 420.00	6		\$ 420.00	\$ -	420.00
4.3	Storm Sewer, Trenched, RCP, 12"	31	LF	\$ 48.00	\$ 1,488.00	\$ -	\$ 1,488.00	31		\$ 1,488.00	\$ -	1,488.00
4.4	Storm Sewer, Trenched, RCP, 15"	378	LF	\$ 48.00	\$ 18,144.00	\$ -	\$ 18,144.00	378		\$ 18,144.00	\$ -	18,144.00
4.5	Storm Sewer, Trenched, RCP, 18"	142	LF	\$ 50.00	\$ 7,100.00	\$ -	\$ 7,100.00	142		\$ 7,100.00	\$ -	7,100.00
4.6	Storm Sewer, Trenched, RCP, 24"	58	LF	\$ 64.00	\$ 3,712.00	\$ -	\$ 3,712.00	58		\$ 3,712.00	\$ -	3,712.00
4.7	Storm Sewer, Trenched, RCP, 30"	55	LF	\$ 70.00	\$ 3,850.00	\$ -	\$ 3,850.00	55		\$ 3,850.00	\$ -	3,850.00
4.8	Pipe Apron and Apron Guard, RCP, 15'	1	EA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	1		\$ 1,500.00	\$ -	1,500.00
4.9	Pipe Apron and Apron Guard, RCP, 18'	1	EA	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	1		\$ 1,600.00	\$ -	1,600.00
4.10	Pipe Apron, Footing, and Apron Guard, RCP, 30'	1	EA	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00	1		\$ 2,800.00	\$ -	2,800.00
4.11	Subdrain, PVC, 6"	2786	LF	\$ 10.00	\$ 27,860.00	\$ -	\$ 27,860.00	2,786		\$ 27,860.00	\$ -	27,860.00
4.12	Subdrain Cleanout, PVC, 6", Type A-1	7	EA	\$ 400.00	\$ 2,800.00	\$ -	\$ 2,800.00	7		\$ 2,800.00	\$ -	2,800.00
4.13	Subdrain, Outlet Into Structure, 6"	14	EA	\$ 325.00	\$ 4,550.00	\$ -	\$ 4,550.00	14		\$ 4,550.00	\$ -	4,550.00
4.14	Concrete Collar, Type PC-2, RCP, 12'	1	EA	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	1		\$ 700.00	\$ -	700.00
4.15	Sewer Pipe Support Over Existing Utility Line	2	EA	\$ 1,400.00	\$ 2,800.00	\$ -	\$ 2,800.00	2		\$ 2,800.00	\$ -	2,800.00
	WATER MAIN AND APPURTENANCES											
5.1	Water Main, Trenched, PVC, 12"	1200	LF	\$ 41.00	\$ 49,200.00	\$ -	\$ 49,200.00	1,200		\$ 49,200.00	\$ -	49,200.00
5.2	Fitting, Tee, 12" x 12"	1	EA	\$ 1,900.00	\$ 1,900.00	\$ -	\$ 1,900.00	1		\$ 1,900.00	\$ -	1,900.00
5.3	Fitting, 45 Degree Bend, 12"	4	EA	\$ 1,200.00	\$ 4,800.00	\$ -	\$ 4,800.00	4		\$ 4,800.00	\$ -	4,800.00
5.4	Valve, Gate, 12"	4	EA	\$ 2,700.00	\$ 10,800.00	\$ -	\$ 10,800.00	4		\$ 10,800.00	\$ -	10,800.00
5.5	Fire Hydrant Assembly	3	EA	\$ 4,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	3		\$ 13,500.00	\$ -	13,500.00
	STRUCTURES FOR SANITARY AND STORM											
6.1	Manhole, SW-301, 48"	2	EA	\$ 4,500.00	\$ 9,000.00	\$ -	\$ 9,000.00	2		\$ 9,000.00	\$ -	9,000.00
6.2	Manhole, SW-401, 48"	1	EA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	1		\$ 5,000.00	\$ -	5,000.00
6.3	Intake, SW-501	3	EA	\$ 2,300.00	\$ 6,900.00	\$ -	\$ 6,900.00	3		\$ 6,900.00	\$ -	6,900.00
6.4	Intake, SW-503	3	EA	\$ 3,800.00	\$ 11,400.00	\$ -	\$ 11,400.00	3		\$ 11,400.00	\$ -	11,400.00
6.5	Intake, SW-505	1	EA	\$ 3,200.00	\$ 3,200.00	\$ -	\$ 3,200.00	1		\$ 3,200.00	\$ -	3,200.00
6.6	Intake, SW-506	1	EA	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	1		\$ 5,500.00	\$ -	5,500.00
6.7	Intake, SW-509	2	EA	\$ 5,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	2		\$ 10,000.00	\$ -	10,000.00
6.8	Intake, SW-513, 4' x 4'	1	EA	\$ 3,200.00	\$ 3,200.00	\$ -	\$ 3,200.00	1		\$ 3,200.00	\$ -	3,200.00
6.9	Remove Manhole	1	EA	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	1		\$ 1,300.00	\$ -	1,300.00

ITEM NO.	DESCRIPTION	CONTRACT ITEMS						COMPLETED WORK				
		PLAN QTY.	UNIT	UNIT COST	EDA PARTICIPATING COST	NON-PARTICIPATING	TOTAL	QTY. TO DATE	CO #	EDA PARTICIPATING COST	NON-PARTICIPATING	COST TOTAL
	STREETS AND RELATED WORK											
7.1	Pavement, PCC, 8"	5390	SY	\$ 55.50	\$ 299,145.00	\$ -	\$ 299,145.00	5,390		\$ 299,145.00	\$ -	299,145.00
7.2	PCC Pavement Samples and Testing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	1.0		\$ 3,000.00	\$ -	3,000.00
7.3	Shared Use Path, PCC, 6"	1510	SY	\$ 39.50	\$ 59,645.00	\$ -	\$ 59,645.00	1,510		\$ 59,645.00	\$ -	59,645.00
7.4	Special Subgrade Preparation for Shared Use Path	1720	SY	\$ 2.40	\$ 4,128.00	\$ -	\$ 4,128.00	1,720		\$ 4,128.00	\$ -	4,128.00
7.5	Sidewalk, PCC, 4"	685	SY	\$ 55.00	\$ 37,675.00	\$ -	\$ 37,675.00	685		\$ 37,675.00	\$ -	37,675.00
7.6	Sidewalk, PCC, 6"	35	SY	\$ 69.00	\$ 2,415.00	\$ -	\$ 2,415.00	35		\$ 2,415.00	\$ -	2,415.00
7.7	Detectable Warning	142	SF	\$ 50.50	\$ 7,171.00	\$ -	\$ 7,171.00	142		\$ 7,171.00	\$ -	7,171.00
7.8	Driveway, Paved, PCC, 6'	65	SY	\$ 68.50	\$ 4,452.50	\$ -	\$ 4,452.50	65		\$ 4,452.50	\$ -	4,452.50
7.9	Driveway, Paved, PCC, 7'	45	SY	\$ 73.00	\$ 3,285.00	\$ -	\$ 3,285.00	45		\$ 3,285.00	\$ -	3,285.00
7.10	Driveway, Granular	32	TON	\$ 35.00	\$ 1,120.00	\$ -	\$ 1,120.00	32		\$ 1,120.00	\$ -	1,120.00
	TRAFFIC CONTROL											
8.1	Temporary Traffic Control	1	LS	\$ 6,900.00	\$ 6,900.00	\$ -	\$ 6,900.00	1.0		\$ 6,900.00	\$ -	6,900.00
	SITE WORK AND LANDSCAPING											
9.1	Hydraulic Seeding, Fertilizing, and Mulching	2.2	ACRE	\$ 2,400.00	\$ 5,280.00	\$ -	\$ 5,280.00			\$ -	\$ -	-
9.2	SWPPP Preparation	1	LS	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	1		\$ 500.00	\$ -	500.00
9.3	SWPPP Management	1	LS	\$ 2,400.00	\$ 2,400.00	\$ -	\$ 2,400.00	0.85		\$ 2,040.00	\$ -	2,040.00
9.4	Filter Sock, 8"	6000	LF	\$ 2.40	\$ 14,400.00	\$ -	\$ 14,400.00	3,416		\$ 8,198.40	\$ -	8,198.40
9.5	Filter Socks, Removal	6000	LF	\$ 0.35	\$ 2,100.00	\$ -	\$ 2,100.00			\$ -	\$ -	-
9.6	Rip Rap, Class E Revetment	45	TON	\$ 85.00	\$ 3,825.00	\$ -	\$ 3,825.00	45		\$ 3,825.00	\$ -	3,825.00
9.7	Inlet Protection Device, Drop In	10	EA	\$ 190.00	\$ 1,900.00	\$ -	\$ 1,900.00	10		\$ 1,900.00	\$ -	1,900.00
9.8	Inlet Protection Device, Open Throat	16	LF	\$ 35.00	\$ 560.00	\$ -	\$ 560.00	16		\$ 560.00	\$ -	560.00
9.9	Inlet Protection Device, Maintenance	12	EA	\$ 20.00	\$ 240.00	\$ -	\$ 240.00	8		\$ 160.00	\$ -	160.00
9.10	Removal of Fence	647	LF	\$ 2.00	\$ 1,294.00	\$ -	\$ 1,294.00	647		\$ 1,294.00	\$ -	1,294.00
	MISCELLANEOUS											
11.1	Construction Survey	1	LS	\$10,700.00	\$ 10,700.00	\$ -	\$ 10,700.00	1.00		\$ 10,700.00	\$ -	10,700.00
11.2	Mobilization	1	LS	\$18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	1.00		\$ 18,000.00	\$ -	18,000.00
11.3	Street Lighting	1	LS	\$50,500.00	\$ 50,500.00	\$ -	\$ 50,500.00	1.00		\$ 50,500.00	\$ -	50,500.00
	SCHEDULE B: NON-PARTICIPATING ITEMS											
12.1	Sanitary Sewer Service Stub, PVC, 4"	131	LF	\$ 58.00	\$ -	\$ 7,598.00	\$ 7,598.00	131		\$ -	\$ 7,598.00	7,598.00
12.2	Storm Sewer Service Stub	1	EA	\$ 1,700.00	\$ -	\$ 1,700.00	\$ 1,700.00	1		\$ -	\$ 1,700.00	1,700.00
12.3	Water Service Stub, Copper, 1"	1	EA	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00	1		\$ -	\$ 2,400.00	2,400.00
12.4	Water Service Stub, Copper, 2"	1	EA	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 5,400.00	1		\$ -	\$ 5,400.00	5,400.00
12.5	Mobilization	1	LS	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	1		\$ -	\$ 500.00	500.00
TOTAL ORIGINAL CONTRACT =				\$ 896,545.50	\$ 17,598.00	\$ 914,143.50			\$ 882,523.90	\$ 17,598.00	\$ 900,121.90	
CHANGE ORDER SUMMARY												
	CHANGE ORDER 01											
13.1	Storz Connections	3	EA	450.00	\$ 1,350.00	\$ -	\$ 1,350.00	3		\$ 1,350.00	\$ -	1,350.00
13.2	Removal of Known Pipe, PVC, 4'	135	LF	5.00	\$ 675.00	\$ -	\$ 675.00	135		\$ 675.00	\$ -	675.00
13.3	Vinyl Sign Covering	1	LS	252.50	\$ 252.50	\$ -	\$ 252.50	1		\$ 252.50	\$ -	252.50
		TOTAL CHANGE ORDER AMOUNT:						2,277.50	\$ 2,277.50 - 2,277.50			
	CHANGE ORDER 02											
5.4	Valve, Gate, 12"	-1	EA	\$ 2,700.00	\$ (2,700.00)	\$ -	\$ (2,700.00)	-1		\$ (2,700.00)	\$ -	(2,700.00)

ITEM NO.	DESCRIPTION	CONTRACT ITEMS						COMPLETED WORK				
		PLAN QTY.	UNIT	UNIT COST	EDA PARTICIPATING COST	NON-PARTICIPATING	TOTAL	QTY. TO DATE	CO #	EDA PARTICIPATING COST	NON-PARTICIPATING	COST TOTAL
12.3	Water Service Stub, Copper, 1"	1	EA	\$ 2,400.00	\$ -	\$ 2,400.00	\$ 2,400.00	1		\$ -	\$ 2,400.00	2,400.00
12.4	Water Service Stub, Copper, 2"	-1	EA	\$ 5,400.00	\$ -	\$ (5,400.00)	\$ (5,400.00)	-1		\$ -	\$ (5,400.00)	(5,400.00)
13.4	Sand Bedding Remova	1	LS	(2,880.00)	\$ (2,880.00)	\$ -	\$ (2,880.00)	1		\$ (2,880.00)	\$ -	(2,880.00)
13.5	Water Service Relocation, 2'	1	LS	1,850.00	\$ 1,850.00	\$ -	\$ 1,850.00	1		\$ 1,850.00	\$ -	1,850.00
		TOTAL CHANGE ORDER AMOUNT:								\$ (3,730.00)	\$ (3,000.00)	(6,730.00)
	CHANGE ORDER 03											
2.6	Subbase, Modified, 6'	492	SY	\$ 7.80	\$ 3,837.60	\$ -	\$ 3,837.60	492		\$ 3,837.60	\$ -	3,837.60
4.12	Subdrain Cleanout, PVC, 6", Type A-1	4	EA	\$ 400.00	\$ 1,600.00	\$ -	\$ 1,600.00	4		\$ 1,600.00	\$ -	1,600.00
4.13	Subdrain, Outlet Into Structure, 6"	2	EA	\$ 325.00	\$ 650.00	\$ -	\$ 650.00	2		\$ 650.00	\$ -	650.00
13.6	Below Grade Excavation	82	CY	\$ 11.40	\$ 934.80	\$ -	\$ 934.80	82		\$ 934.80	\$ -	934.80
		TOTAL CHANGE ORDER AMOUNT:								\$ 7,022.40	\$ -	7,022.40
	CHANGE ORDER 04											
2.3	Excavation, Class 1C	485	CY	\$ 5.70	\$ 2,764.50	\$ -	\$ 2,764.50	485		\$ 2,764.50	\$ -	2,764.50
2.7	Removal of Known Pipe Culvert, CMP, 15"	2	LF	\$ 9.50	\$ 19.00	\$ -	\$ 19.00	2		\$ 19.00	\$ -	19.00
2.8	Removal of Known Pipe Culvert, RCP, 12"	-2	LF	\$ 15.00	\$ (30.00)	\$ -	\$ (30.00)	-2		\$ (30.00)	\$ -	(30.00)
2.11	Class A Roadstone	14	TON	\$ 28.00	\$ 392.00	\$ -	\$ 392.00	14		\$ 392.00	\$ -	392.00
4.5	Storm Sewer, Trenched, RCP, 18"	-28	LF	\$ 50.00	\$ (1,400.00)	\$ -	\$ (1,400.00)	-28		\$ (1,400.00)	\$ -	(1,400.00)
4.7	Storm Sewer, Trenched, RCP, 30"	-7	LF	\$ 70.00	\$ (490.00)	\$ -	\$ (490.00)	-7		\$ (490.00)	\$ -	(490.00)
4.11	Subdrain, PVC, 6"	-75	LF	\$ 10.00	\$ (750.00)	\$ -	\$ (750.00)	-75		\$ (750.00)	\$ -	(750.00)
4.12	Subdrain Cleanout, PVC, 6", Type A-1	3	EA	\$ 400.00	\$ 1,200.00	\$ -	\$ 1,200.00	3		\$ 1,200.00	\$ -	1,200.00
4.15	Sewer Pipe Support Over Existing Utility Line	-1	EA	\$ 1,400.00	\$ (1,400.00)	\$ -	\$ (1,400.00)	-1		\$ (1,400.00)	\$ -	(1,400.00)
7.1	Pavement, PCC, 8"	-82	SY	\$ 55.50	\$ (4,551.00)	\$ -	\$ (4,551.00)	-82		\$ (4,551.00)	\$ -	(4,551.00)
7.6	Sidewalk, PCC, 6"	-3	SY	\$ 69.00	\$ (207.00)	\$ -	\$ (207.00)	-3		\$ (207.00)	\$ -	(207.00)
7.7	Detectable Warning	37	SF	\$ 50.50	\$ 1,868.50	\$ -	\$ 1,868.50	37		\$ 1,868.50	\$ -	1,868.50
8.1	Temporary Traffic Control	0.09	LS	\$ 6,900.00	\$ 621.00	\$ -	\$ 621.00	0.09		\$ 621.00	\$ -	621.00
9.10	Removal of Fence	-204	LF	\$ 2.00	\$ (408.00)	\$ -	\$ (408.00)	-204		\$ (408.00)	\$ -	(408.00)
12.1	Sanitary Sewer Service Stub, PVC, 4"	-2	LF	\$ 58.00	\$ -	\$ (116.00)	\$ (116.00)	-2		\$ -	\$ (116.00)	(116.00)
		TOTAL CHANGE ORDER AMOUNT:								\$ (5,135.50)	\$ (116.00)	(2,487.00)
		TOTAL CHANGE ORDERS =								\$ 82.90		
		TOTAL CONTRACT & CHANGE ORDERS								\$ 900,204.80		



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Approval of utility accounts to be written off and submitted to the state offset program.

Introduction: Delinquent utility accounts are submitted to the State Offset Program for collection on a quarterly basis.

Background:

Discussion: IMU has provided the attached report of uncollected sewer, recycling and stormwater billing amounts from October 2020-December 2020 that will be submitted to the State Offset Program.

Budget Impact:

Service	Amount
Sewer	\$5,909.19
Recycling	\$822.01
Stormwater	\$146.78
Total	\$6,877.98

Recommendation: Staff recommends approval.

Attachments: 1. Write Off Totals

July 2021

(Billed from October 2020 to December 2020)

Sewer Billed	\$1,077,487.17	
Sewer Sent to State Offsets	\$5,909.19	0.55%
Recycling Billed	\$81,402.93	
Recycling Sent to State Offsets	\$822.01	1.01%
Stormwater Billed	\$54,539.05	
Stormwater Sent to State Offsets	\$146.78	0.27%

Total # of accounts wrote off - 50

<u>Service</u>	<u>Total Dollar Amount</u>
Sewer	\$ 5,909.19
Recycling	\$822.01
Stormwater	\$146.78
Grand Total	\$ 6,877.98



MEMORANDUM

To: Mayor and City Council

From:

Date: August 16, 2021

Subject: Resolution approving an amended and restated employment agreement.

Recommendation: Roll call is in order.

Attachments:

1. Res 2021- approving an agreement
2. Amended and Restated Agreement

City of Indianola
RESOLUTION NO. 2021- ____

RESOLUTION APPROVING A RESTATED, AMENDED AND UPDATED EMPLOYMENT AGREEMENT

WHEREAS, Ryan J. Waller has served as City Manager for the City of Indianola since January 18, 2016; and

WHEREAS, the City Council believes it is in the best interests of the City of Indianola, Iowa to continue to employ Ryan J. Waller as City Manager, and

WHEREAS, the Restated, Amended, and Updated Employment Agreement is provided as Exhibit "A".

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Indianola that the Restated, Amended, and Updated Employment Agreement in the form attached is hereby approved.

BE IT FURTHER RESOLVED that the Mayor/Mayor Pro-Tem of the City of Indianola is authorized and directed to execute the Restated, Amended, and Updated Employment Agreement on behalf of the City of Indianola, Iowa.

DATED this 16th day of August 2021.

Mayor/Mayor Pro-Tem

ATTEST:

Andrew J. Lent, City Clerk/CFO

This Restated, Amended, and Updated Employment Agreement ("Agreement"), is made and entered into this _____, by and between the City of Indianola, Iowa, a municipal corporation, (hereinafter called "Employer") and Ryan J. Waller, (herein after called "Employee") an individual who has the education, training, and experience in local government management. City/City Council/Employer and City Manager/Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Employee has served as City Manager for the Employer since January 18, 2016; and

WHEREAS, the Employee and Employer entered into an employment agreement that was amended via Resolution Nos. 2015-48, 2017-17, 2018-140, 2019-147 and 2020-155 ("Original Agreement, as amended"); and

WHEREAS, it is the desire of the City Council of the City to continue to retain the services of Employee as City Manager pursuant to the provisions of the Code of Ordinances of the City of Indianola ("City Code"), and

WHEREAS, it is the desire of the City Council to restate, amend, and update the Original Agreement, as amended in its entirety as set forth herein, and provide certain benefits, establish certain conditions of employment and to set certain working conditions of the City Manager.

NOW, THEREFORE, the above-named Parties hereby mutually agree and promise as follows:

Section 1: Term

A. This agreement shall remain in full force and effect from July 1, 2021 until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

A. Employer agrees to employ Ryan J. Waller as City Manager to perform the functions and duties specified in Chapter 21, Section 21.02 (Duties) of the City of Indianola, Iowa City Code and to perform other legally permissible and proper duties and functions as assigned by Employer, subject to any limitations set forth in this Section. Employee shall not be required to accept Employer's assignment of any duties outside of the scope of those customarily performed by persons holding the role of city manager in the absence of Employee's express written consent to such assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.

B. Employee is the chief administrative officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as

they exist or may hereafter be amended.

C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employer to such other employees as Employee deems appropriate.

D. Employee being in charge of all City employees and pursuant to the authority granted under Section 2(C) shall be the point of contact by the Council or Mayor regarding any departmental or City information. Individual reports for information shall be made to the City Manager who will have the right to provide or request direction from the entire Council as to fulfillment of said request.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$173,005.00, payable in installments at the same time that the other management employees of the Employer are paid.

B. The Employer agrees to increase the Employee's base salary each year based on a performance evaluation as provided in Section 12 of this Agreement. Said increase shall be determined by the City Council within 60 days of completion of the performance evaluation.

Section 4: Health, Disability and Life Insurance Benefits

The Employee is eligible to enroll in any benefit programs offered to all other employees of the City of Indianola, Iowa.

Section 5: Vacation, Sick, and Personal Time

A. Upon execution of this Agreement, the Employee shall be credited with eighty accrued vacation leave hours. In addition, Employee shall accrue sick leave and vacation leave on an annual basis as follows:

- I. Sick Leave shall be earned at the rate of 3.7 hours per pay period until maximum amount allowed is reached.
- II. For the purposes of accruing vacation, the Employee shall be recognized as having fourteen years of service with the City of Indianola, Iowa and shall accrue at a rate of 6.15 hours per pay period.

B. The Employee will be granted twenty-four hours of personal leave each year to be used in accordance with the City of Indianola's policies.

C. The Employee will be granted the same number of holidays as other City employees.

D. The Employee will also be entitled to all other benefits provided to the employees of the City of Indianola as described in the City's Employee Handbook.

Section 6: Automobile

A. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of \$4,200 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle.

B. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

C. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Des Moines area.

Section 7: Retirement

A. The Employee is eligible to participate in the State of Iowa Retirement System (IPERS) and desires to enroll. The Employer shall make all the appropriate contributions on the Employee's behalf as required by law.

B. In addition to the Employer's payment to the IPERS retirement program referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay six hundred dollars per month into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where City business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, or tablet computer for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer.

G. In lieu of providing the Employee a cellular telephone, the Employer shall reimburse the Employee seventy-five dollars on a monthly basis.

Section 9: Termination

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the City Council votes to terminate the Employee in accordance with the City of Indianola, Iowa City Code at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the Indianola, Iowa City Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. A breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.

6. Notwithstanding sections A(1-5) any termination or removal shall be subject to Iowa Code 372.15 in its entirety.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated; the Employer shall provide a minimum severance payment equal to 12 months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing basis, at the Employee's option.

B. For a minimum period of 12 months following termination, the Employer shall also pay the cost to continue the following benefits:

- a. Health, dental and vision insurance for the employee and all dependents, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA");
- b. Life insurance;
- c. Short-term and long-term disability;
- d. Car allowance as provided in Section 6;
- e. Retirement contributions as provided in Section 7;
- f. Out placement services should the Employee desire them in an amount not to exceed \$15,000, and
- g. Any other benefits available to other employees.

C. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

D. The termination and severance of Employee must be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is available from ICMA.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree

otherwise.

Section 12: Performance Evaluation

A. The City Council shall conduct an annual review of the performance of the Employee annually. The evaluation will subject to a process, form, criteria, and format mutually agreed upon by the Employer and Employee. The annual performance review shall be reasonably related to the City Manager's written job description and shall be based, in whole or in part, on goals for the City Manager's performance that are jointly developed and adopted by the City Council and the City Manager. The City Council shall provide the City Manager a reasonable and adequate opportunity to discuss the City Manager's evaluation with the City Council.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

Section 13: Hours of Work

A. It is recognized that City Manager devotes a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

B. It is also recognized by the Employer and Employee that the City Manager is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the Employer and Employee recognize that the City Manager may choose to take personal time off for a portion of regular business hours when it is appropriate and when City Manager's duties allow. This personal time off should not be considered a replacement for vacation time which should be used as appropriate. This time is also not to be considered as compensatory time for time spent by City Manager in carrying out the City Manager duties outside normal office hours, as the parties agree that City Manager must devote the amount of time necessary to fulfill those duties.

Section 14: Ethical Commitments

A. Employee will always uphold the tenets of the ICMA Code of Ethics. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

B. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any

petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, subject to approval by the City Council, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Indemnification

To the maximum extent permitted by law, the Employer must defend, hold harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Employee was then acting within the scope of his/her duties. Under these circumstances only, the Employer (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the Employer (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Employee. Such expense payments shall continue beyond City Manager's employment with the City as long as litigation is pending. Post-employment, City agrees to pay City Manager for reasonable consulting fees, travel expenses and other costs, when City Manager serves as a witness, advisor or consultant to City regarding pending litigation.

In connection with those claims or suits involving the Employee in his/her professional capacity, the Employer must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 17: Residency

The Employee agrees to maintain residency in the City of Indianola.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Indianola, Iowa, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other appointed employees, department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations, collective bargaining agreements or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be in writing and shall be personally served upon the other Party, or sent by United States Postal Service, postage prepaid and addressed to the appropriate Party as follows:

(a) EMPLOYER:

Indianola City Council
110 N. 1st Street
Indianola, Iowa 50125

With a copy to:

City Attorney
Attn: Douglas Fulton
6701 Weston Pkwy #100
West Des Moines, Iowa 50266

(b) EMPLOYEE:

Ryan J. Waller
803 N. T Court
Indianola, Iowa 50125

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and

Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 1, 2021 and will continue until terminated.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

IN WITNESS WHEREOF, the City of Indianola has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate.

Pamela Pepper, Mayor

Andy J. Lent, City Clerk

Employee: Ryan J. Waller

Executed this the ____ day of August 2021.



MEMORANDUM

To: Mayor and City Council
From: Alex Fowler, IT Director
Date: August 16, 2021
Subject: Resolution approving an agreement with Eagle Sign Company

Introduction: The Information Technology Department contacted four different vendors to request quotes to replace the digital sign located outside City Hall along North Jefferson Way.

Background: The current digital sign was installed in 2010, lasting over ten years.

Discussion: This project was approved in the CIP for the 2021-2022 budget year at \$35,000. Two vendors responded with quotes. The remaining two vendors were contacted 2 additional times requesting quotes; however, no quotes were received within the requested timeframe.

After reviewing the quotes received, staff recommends accepting the Eagle Sign Co. Proposal #27110 which totals \$36,366.04. This quote will provide the updated digital sign, appropriate software to manage the sign, as well as updating the panels under the sign, that currently have the old City website URL, to the current URL.

Budget Impact: \$36,366.04

Recommendation: IT Recommends approval of this item.

Attachments:

1. Eagle Sign Agreement
2. Res 2021- approving PSA with Eagle Sign Co

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 9th day of August 2001, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and Eagle Sign Co. of Grimes, IA hereinafter referred to as "SERVICE PROVIDER" for the Sign update.

WHEREAS, the CITY is in need of a Sign hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

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

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

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

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

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

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

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

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

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

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

"CITY":

CITY OF INDIANOLA

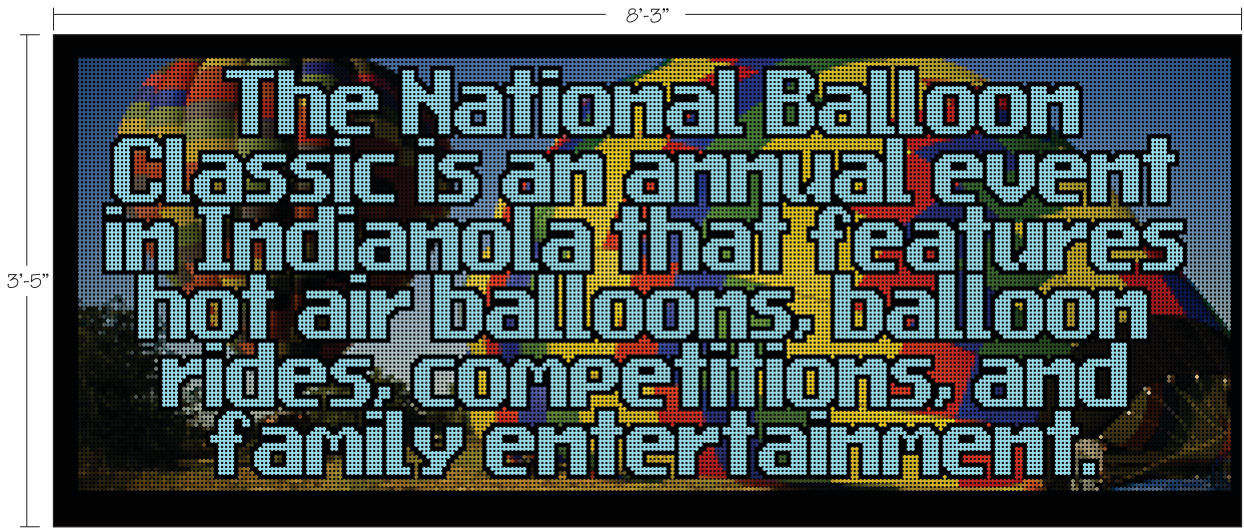
By: _____
Mayor

Attest: _____
Andrew J. Lent, City Clerk/CFO

"SERVICE PROVIDER":

By: Jessica Fosselius
Name: Jessica Fosselius
Title: Vice President of Finance

3' x 8' (viewing area) = 24 SQ FT



Furnish and Install new DF Full Color 10MM Watchfire EMC - Cabinet Dimensions: 41" H X 8'3" W X 5" D - Viewing Area 3'H X 8'W - Matrix 90 x 240. New overlay panel with Black Vinyl.



2.75" x 57" vinyl = 1.1 SQ FT

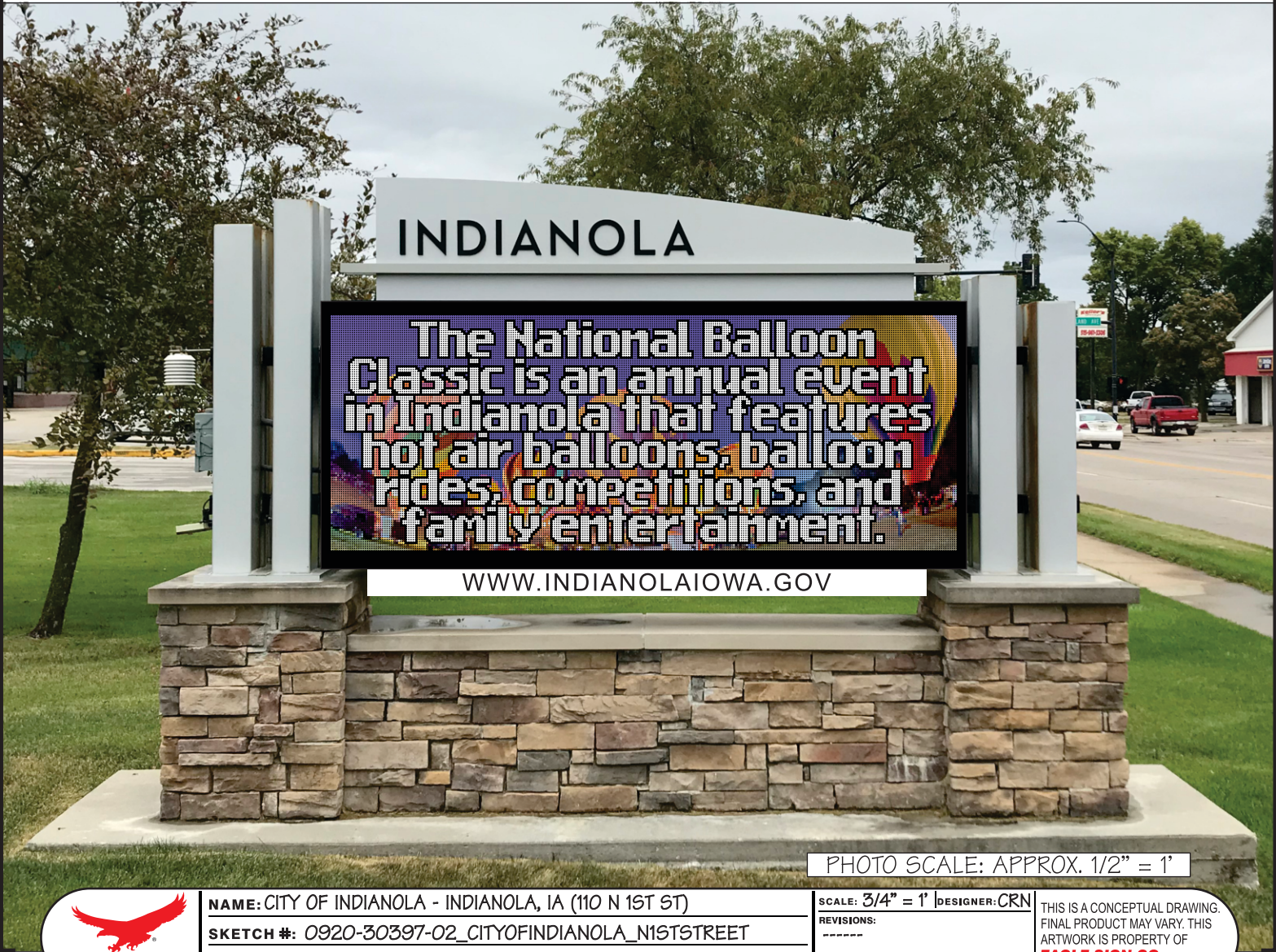


PHOTO SCALE: APPROX. 1/2" = 1'



NAME: CITY OF INDIANOLA - INDIANOLA, IA (110 N 1ST ST)
SKETCH #: 0920-30397-02_CITYOFINDIANOLA_N1STSTREET

APPROVAL: X

DATE: X

SCALE: 3/4" = 1' | DESIGNER: CRN
REVISIONS:

THIS IS A CONCEPTUAL DRAWING.
FINAL PRODUCT MAY VARY. THIS
ARTWORK IS PROPERTY OF
EAGLE SIGN CO.
AND MAY NOT BE REPRODUCED



605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 • Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 27110

Proposal Date: 07/30/21
Customer #: CRM014332
Page: 1 of 5

SOLD TO:	JOB LOCATION:
City Of Indianola 110 N 1st St Indianola IA 50125	City Of Indianola 110 N 1st St Indianola IA 50125 REQUESTED BY: MyLisa Thompson

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #30397 Remove and Dispose existing Watchfire EMC - Furnish and Install new DF Full Color 10 MM Watchfire EMC - Cabinet Dimensions: 41" H X 8'3" W X 5" D - Viewing Area 3'H X 8'W - Matrix 90 x 240 - Ignite OP Software with 4G Wireless Life of Sign Cellular Data Plan - Web Based Software Training with Watchfire Support - Standard 5 year Watchfire Parts warranty and 5 year labor Warranty through Eagle Sign Co. - Electrical Needed 120 Volt 30 Amps Total (15 Amps per face) - NOTE: because this is replacing a current unit it is eligible for the Watchfire Rebate Program - \$3360 - Check will be sent directly to City of Indianola from Watchfire with purchase of new message center -	\$35,922.54	\$35,922.54
1	QUOTE #32194 Fabricate (2) new overlay panels 10" H X 85 3/4" W and Install with new black vinyl lettering "WWW.INDIANOLA.IOWA.GOV". NOTE: Work to be done on trip with EMC.	\$308.50	\$308.50
1	QUOTE #30402 Staff time for the procurement of permitting - NOTE: Permit cost will be on final invoice	\$135.00	\$135.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$36,366.04

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 • Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 27110

Proposal Date: 07/30/21
Customer #: CRM014332
Page: 2 of 5

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.
2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.'s additional costs.
7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 • Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 27110

Proposal Date: 07/30/21
Customer #: CRM014332
Page: 3 of 5

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.
9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.
10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.
13. The Iowa District Court in and for Polk County, Iowa shall have

COMPANY INITIALS _____

CUSTOMER INITIALS _____



605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 • Fax: 515-243-5313

PROPOSAL

Proposal #: 27110

Proposal Date: 07/30/21
Customer #: CRM014332
Page: 4 of 5

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 • Fax: 515-243-5313

DEPOSIT INVOICE

Invoice #: DP27110

Inv Date: 07/30/21
Customer #: CRM014332
Page: 5 of 5

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

SOLD TO:	JOB LOCATION:
City Of Indianola 110 N 1st St Indianola IA 50125	City Of Indianola 110 N 1st St Indianola IA 50125 REQUESTED BY: MyLisa Thompson

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
MyLisa Thompson		Jeff Fye	09/04/20	50.0% Due Upon Receipt	11/01/20

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #30397 Remove and Dispose existing Watchfire EMC - Furnish and Install new DF Full Color 10 MM Watchfire EMC - Cabinet Dimensions: 41" H X 8'3" W X 5" D - Viewing Area 3'H X 8'W - Matrix 90 x 240 - Ignite OP Software with 4G Wireless Life of Sign Cellular Data Plan - Web Based Software Training with Watchfire Support - Standard 5 year Watchfire Parts warranty and 5 year labor Warranty through Eagle Sign Co. - Electrical Needed 120 Volt 30 Amps Total (15 Amps per face) - NOTE: because this is replacing a current unit it is eligible for the Watchfire Rebate Program - \$3360 - Check will be sent directly to City of Indianola from Watchfire with purchase of new message center -	\$35,922.54	\$35,922.54
1	QUOTE #32194 Fabricate (2) new overlay panels 10" H X 85 3/4" W and Install with new black vinyl lettering "WWW.INDIANOLA.IOWA.GOV". NOTE: Work to be done on trip with EMC.	\$308.50	\$308.50
1	QUOTE #30402 Staff time for the procurement of permitting - NOTE: Permit cost will be on final invoice	\$135.00	\$135.00
TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			\$36,366.04

PLEASE PAY THIS DEPOSIT AMOUNT: \$18,183.02

ATTACHMENT C

STANDARD INSURANCE REQUIREMENTS

1. GENERAL

The SERVICE PROVIDER shall protect itself and the CITY OF INDIANOLA throughout the duration of the Agreement by purchasing and maintaining insurance, as indicated below. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies shall be written on a per occurrence basis, not a claims-made basis. SERVICE PROVIDER shall submit Certificates of Insurance or other evidence of coverage, as provided in paragraph 2.F below, confirming coverage prior to the Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including *Employer’s Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o” or any subsequent ISO equivalent or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined

single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Umbrella/Excess Insurance with limits of liability of not less than \$3,000,000 per occurrence. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.
- E. SUBCONTRACTORS: The SERVICE PROVIDER shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Party. The option of self-insurance is not extended to subcontractors.
- F. PROOF OF INSURANCE: The SERVICE PROVIDER shall provide to the CITY OF INDIANOLA proof that all required insurance or coverage is in force by submitting to the CITY OF INDIANOLA a Certificate(s) of Insurance utilizing the latest version of the ACORD form. The form(s) of proof of insurance or coverage shall specify the title of the Agreement.

3. WAIVER OF SUBROGATION

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, SERVICE PROVIDER hereby releases the CITY OF INDIANOLA including its elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the SERVICE PROVIDER or anyone claiming through or under the SERVICE PROVIDER by way of subrogation or otherwise, for any loss for which the SERVICE PROVIDER has agreed to defend, indemnify and hold harmless the CITY OF INDIANOLA as provided in the Agreement to which this Attachment A is included and made part thereof. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The SERVICE PROVIDER policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the SERVICE PROVIDER to recover thereunder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2021

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

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

PRODUCER Brummel Madsen Insurance 318 Main Street Cedar Falls, IA 50613	CONTACT NAME: Cathy Wigant	
	PHONE (A/C, No, Ext): (319) 266-2644	FAX (A/C, No): (319) 277-2429
	E-MAIL ADDRESS: cathyw@brummelmadsen.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SECURA Insurance A Mutual Company	22543
INSURED Eagle Sign Co Nagle Signs, Inc 605 SW 37th Street Grimes, IA 50111	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Riggers Liab - \$500,000		X	CP3185102	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Voluntary Prop \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	A3185103	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		X	CU3185105	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3185104	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CP3185102	11/1/2020	11/1/2021	\$1,000 Ded 250,000
A	Installation Floater			CP3185102	11/1/2020	11/1/2021	\$500 Ded 200,000

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

Waiver of Subrogation on the General Liability, Automobile Liability, and Workers Compensation policies applies in favor of the certificate holder. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

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

City of Indianola
RESOLUTION NO. 2021-

**RESOLUION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EAGLE SIGN COMPANY
FOR A DIGITAL SIGN AT CITY HALL**

WHEREAS, the City of Indianola, Iowa is in need of engaging a company to replace the digital sign at City Hall for the City (hereinafter referred to as “Services”); and

WHEREAS, the City of Indianola, Iowa has solicited proposals for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Eagle Sign Company of Grimes, Iowa for the Services.

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

1. The Professional Services Agreement with Eagle Sign Company of Grimes, Iowa for the Services in the amount of \$36,366.04 is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City to the documents required to complete the contract.

PASSED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andy J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Captain Sher and Lieutenant Hawkins
Date: August 16, 2021
Subject: Resolution authorizing a five-year agreement with Axon for an amount not to exceed \$90,870.01.

Introduction: The Police Department is requesting approval of a five-year agreement with Axon Enterprise, Inc that includes virtual reality training.

Background: The Indianola Police Department has requested authorization from Council to purchase 22 new Taser 7 Electronic Control Devices during FY22 and it was approved.

Discussion: This purchase would be through a sole service provider purchase agreement with Axon Enterprise, Inc. The total cost of the purchase would be \$75,780.10. 00 and is paid in installments of \$15,840.00, spread out over a 5-year payment plan. All products would be received and available up front. As part of the agreement, IPD will be trading in the Taser X26P, carried by officers currently. The trade in of the X26P reduced the cost in Year 1 of the agreement with Axon by \$3,420.00.

Subsequently, virtual reality (VR) training for mental health situations, de-escalation training, as well as simulator training for various calls for service that officers may encounter has now become available. These topics are current issues that police officers face every day. Using hardware and software provided by Axon, it would allow IPD to conduct virtual reality training at our convenience. Training will be done on duty, as well as during roll calls, allowing IPD to minimize OT and mileage costs for travel, and to maximize training time. The training is relevant to the PD mission and will improve officer confidence and performance in handling complex situations.

Budget Impact: To add the virtual reality training, the cost of the overall Taser 7 program would increase by \$2,334.00 per year over the life of the 5-year contract. This would make the annual payment to Axon \$18,174.00 over the life of the contract. We are requesting approval to add the cost of the virtual reality training to our original approved request.

Recommendation: Roll call is in order.

Attachments:

1. Axon Taser 7 - VR quote 7-21
2. Res 2021- authorizing purchase



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-323289-44393.829DE

Issued: 07/16/2021

Quote Expiration:

Account Number: 115879

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-110 N 1st St 110 N 1st St Indianola, IA 50125-2527 USA	Indianola Police Dept. - IA 110 N 1st St Indianola, IA 50125-2527 USA Email: jkeller@cityofindianola.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Dan Effinger Phone: Email: deffinger@axon.com Fax:	Phone: (515) 961-9400 Email: jkeller@indianolaia.gov Fax:

Program Length	60 Months
TOTAL COST	\$90,870.01
ESTIMATED TOTAL W/ TAX	\$90,870.01

Average Savings Per Year	\$4,172.15
TOTAL SAVINGS	\$20,860.75

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Aug, 2021	\$18,174.01
Year 2	Aug, 2022	\$18,174.00
Year 3	Aug, 2023	\$18,174.00
Year 4	Aug, 2024	\$18,174.00
Year 5	Aug, 2025	\$18,174.00

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
T7CertVR	2021 Taser 7 Cert Bundle W/ VR	22	\$18,174.00	\$68.84

Bundle: 2021 Taser 7 Cert Bundle W/ VR Quantity: 22 Start: 9/1/2021 End: 8/31/2026 Total: 90870.01 USD

Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	27	\$71.12		\$71.12	\$1,920.27
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	22	\$66.16		\$66.16	\$1,455.50
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	22	\$248.10		\$248.10	\$5,458.12
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,240.48		\$1,240.48	\$1,240.48
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.43		\$31.43	\$2,074.09
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.43		\$31.43	\$2,074.09
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$36.30		\$36.30	\$36.30
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$248.10		\$248.10	\$248.10
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	22	\$40.52		\$40.52	\$891.49
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	22	\$40.52		\$40.52	\$891.49
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$124.05		\$124.05	\$124.05
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	22	\$1,422.42		\$1,422.42	\$31,293.23
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	44	\$31.43		\$31.43	\$1,382.72
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$62.02		\$62.02	\$62.02
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$8.64		\$8.64	\$8.64
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	44	\$31.43		\$31.43	\$1,382.72
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	44	\$31.43		\$31.43	\$1,382.72
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	44	\$31.43		\$31.43	\$1,382.72
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	44	\$31.43		\$31.43	\$1,382.72
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	22	\$124.05		\$124.05	\$2,729.06
VR Headset	20378	HTC FOCUS 3 VR HEADSET	1	\$1,075.08		\$1,075.08	\$1,075.08
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	22	\$620.24		\$620.24	\$13,645.30
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	27	\$17.02		\$17.02	\$459.52
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	1	\$165.40		\$0.00	\$0.00
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	1	\$421.76		\$0.00	\$0.00
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	\$702.94		\$0.00	\$0.00
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	\$41.35		\$0.00	\$0.00
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	\$49.62		\$0.00	\$0.00
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	\$49.62		\$0.00	\$0.00
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$253.27		\$253.27	\$253.27
Other	80395	EXT WARRANTY, TASER 7 HANDLE	22	\$253.27		\$253.27	\$5,571.83

Individual Items USD

Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	20370	FULL VR TASER 7 ADD-ON USER ACCESS	2	\$750.00		\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/16/2021

City of Indianola
RESOLUTION NO 2021-_____

**RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH AXON
FOR AN AMOUNT NOT TO EXCEED \$90,870.01**

WHEREAS, the Indianola Police Department was authorized to purchase twenty-two Taser 7 Electronic Control Devices as part of the Fiscal Year 22 budget; and

WHEREAS, Axon Enterprises, Inc will provide the products for a purchase price of \$75,780.10, payable over five years; and

WHEREAS, Axon Enterprises, Inc offers virtual training for mental health situations, de-escalation training and simulator training for various calls for service that officers may encounter for a purchase price of \$11,670, payable over five years; and

WHEREAS, the virtual training is relevant to the mission of the Indianola Police Department and will improve officer confidence and performance in handling complex situations.

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

1. The City Council approves the purchase of twenty-two Taser 7 Electronic Control Devices and virtual training for officers in an amount not to exceed \$90,870.01.
2. The Mayor or City Manager are authorized and directed to execute any and all documents on behalf of the City.

Passed this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: August 16, 2021
Subject: Resolution approving a contract with Allender Butzke for geotechnical engineering services on Heritage Hills Plat 11.

Introduction: Staff has received construction plans for a proposed subdivision, Heritage Hills – Plat 11.

Background: 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.

Discussion: The proposed agreement with Allender Butzke Engineers Inc., for an amount not to exceed \$6,280, will include geotechnical engineering investigation on locations where public infrastructure (including pavement and utility infrastructure) will be constructed within the proposed subdivision.

Budget Impact: This expense of \$6,280 should be reimbursed by the developer for this subdivision.

Recommendation: Staff recommends approving the agreement with Allender Butzke Engineers to prepare the geotechnical engineering study for the proposed subdivision on Heritage Hills - Plat 11.

Attachments:

1. Contract with ABE Heritage Hill Plat 11
2. Res 2021- approving contract



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Heritage Hills Plat 11 **PN:** 211377
PROJECT ADDRESS: G Avenue and W Orchard Avenue
Indianola, Iowa
CLIENT: Downing Family Investments, Inc.
ADDRESS: c/o City of Indianola - Attn: Akhilesh Pal, P.E.
706 North 6th Street, Indianola, Iowa

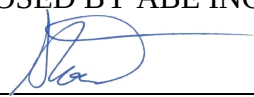
SCOPE: Geotechnical Exploration - Mobilization with drilling equipment, boring locations, utility locations (Iowa One Call), drill and sample 5 test borings 15 to 35 feet deep (see attached Boring Map), laboratory testing (including 1 Atterberg limit, 1 grain size analysis, and 1 standard Proctor test for SUDAS soil classification), engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$6,280.00. Consultation subsequent to completion of report at current engineering rates.

REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Location of private utilities and service lines (if any) are the City's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: 
Stacy G. Brocka, P.E.
 Title: Principal Engineer
 Date: August 8, 2021

ACCEPTED FOR CLIENT

By: _____

 Title: _____
 Date: _____

Printed Name

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email – Above

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$1,000,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

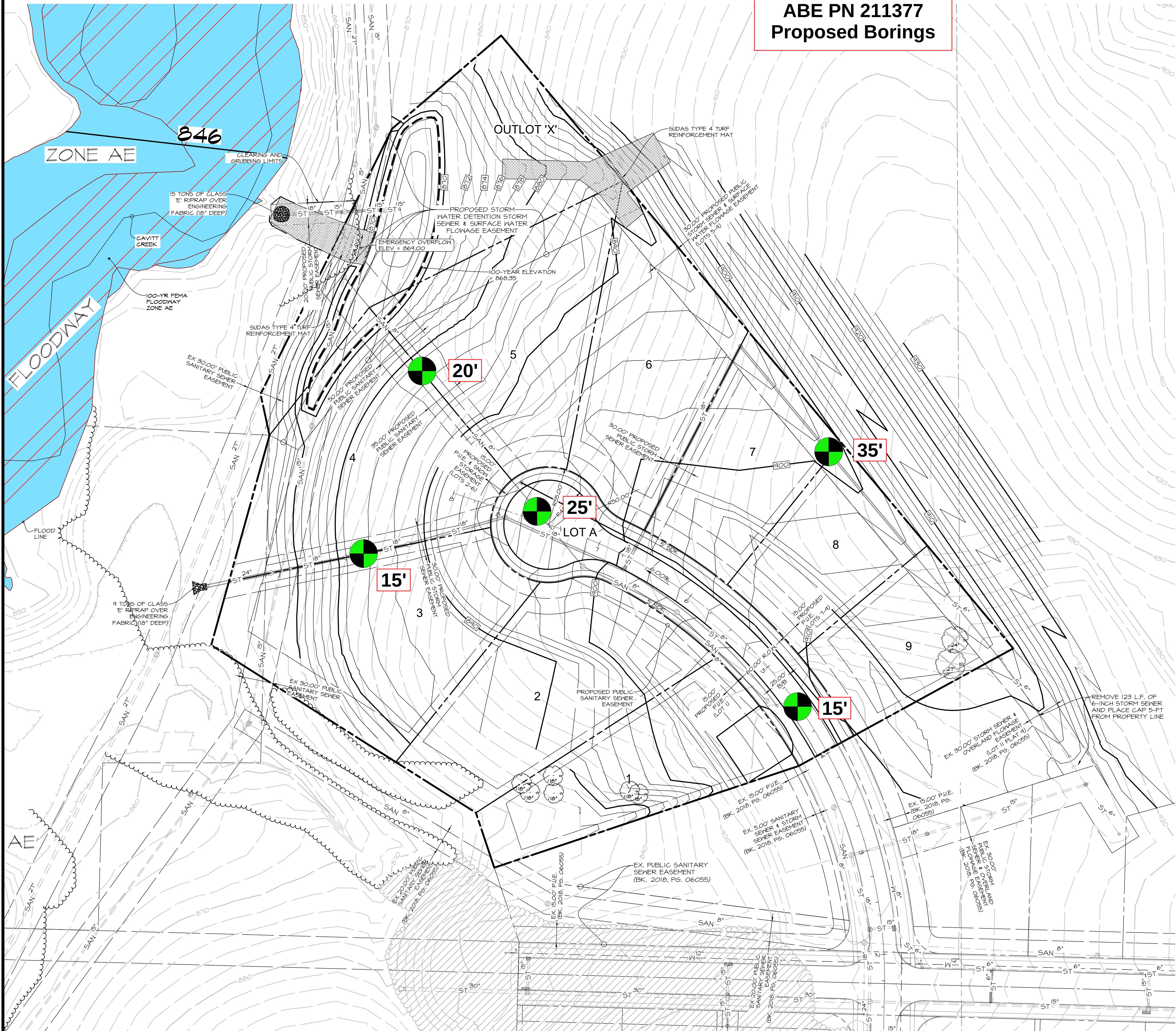
13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ABE PN 211377
Proposed Borings



GRADING AND EROSION CONTROL NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. ALL SPOT ELEVATIONS ARE AT GUTTER, UNLESS NOTED OTHERWISE.
3. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO RECEIVE STRUCTURAL FILL.
4. AREAS TO RECEIVE FILL TO BE BENCHMARKED.
5. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ON-SITE FILL.
6. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR. ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12-INCHES DISCED AND RECOMPACTED TO 95% STANDARD PROCTOR DENSITY.
7. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL MATCH URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, BETWEEN 0 AND 4% OVER OPTIMUM MOISTURE.
8. UNLESS GRADING FOR A DESIGNED SWAMP OR LOW POINT AREA, GRADE ALL SITE AREAS TO DRAIN WITHOUT TRAPPING OR PONDING SURFACE WATER WHEN SITE GRADING IS COMPLETE.
9. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
10. TOPSOIL SHALL BE RESPREAD TO A MINIMUM THICKNESS OF 4-INCHES ON ALL DISTURBED UNPAVED AREAS.
11. BACKFILL TO TOP OF ALL CURBS.
12. GRADING & TREE PROTECTION LIMITS SHALL BE STAKED PRIOR TO ANY TREE REMOVAL.
13. CIVIL ENGINEERING CONSULTANTS, INC. IS NOT A GEOTECHNICAL ENGINEER.
14. GEOTECHNICAL REPORT FOR PROJECT CAN BE OBTAINED BY CONTACTING OWNER AND ASKING FOR GEOTECHNICAL EXPLORATION REPORT PROJECT NO. 190202TILP, DATED APRIL 17, 2019 BY CONSTRUCTION MATERIALS TESTING, INC.
15. 12"-24" OF STREET PAVEMENT SUBGRADE SHALL BE SCARIFIED & COMPACTED PER THE GEOTECHNICAL EXPLORATION REPORT REFERENCED IN NOTE 15.
16. PAVEMENT SUBGRADE PREPARATION SHALL BE IN COMPLIANCE WITH SUDAS SPECIFICATIONS SECTION 3.06 AND CITY OF INDIANOLA SUPPLEMENTARY SPECIFICATIONS TO SUDAS AND THE FOLLOWING CITY OF DES MOINES SUPPLEMENTAL SPECIFICATIONS, 2018 EDITION, SECTION 2010.3.06:
- 17.1. SUBGRADE COMPACTION IN FILL SECTIONS: PROOF ROLL SUBGRADE AS SPECIFIED IN SECTION 3.06, B TO LOCATE SOFT OR YIELDING AREAS PRIOR TO PLACEMENT OF TOP SIX-INCH LIFT.
- 17.2. SUBGRADE COMPACTION IN CUT SECTIONS: PRIOR TO SCARIFY, MIX, AND RE-COMPACT THE BOTTOM SIX-INCHES OF SUBGRADE, PROOF ROLL SUBGRADE AS SPECIFIED IN SECTION 3.06, B TO LOCATE SOFT OR YIELDING AREAS.
- 17.3. SUBGRADE STABILITY: PERFORM PROOF ROLLING WITH A FULLY LOADED SINGLE AXLE OR TANDEM AXLE TRUCK. OPERATE TRUCKS AT LESS THAN 10 MPH. MAKE MULTIPLE PASSES FOR EVERY LANE. THE SUBGRADE WILL BE CONSIDERED UNSTABLE IF, UNDER THE OPERATION OF THE LOADED TRUCK, THE SURFACE SHOWS YIELDING (SOIL WAVE IN FRONT OF THE LOADED TIRES) OR RUTTING OF MORE THAN TWO INCHES, MEASURED FROM TOP TO THE BOTTOM OF THE RUT AT THE OUTSIDE EDGES.
18. EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND INSPECTED IN ACCORDANCE WITH SUDAS SECTION 9040 AND CITY OF INDIANOLA SUPPLEMENTARY SPECIFICATIONS TO SUDAS; BY A CERTIFIED PROFESSIONAL IN EROSION & SEDIMENT CONTROL (GESCC). A GESCC IS A RECOGNIZED SPECIALIST IN SOIL EROSION AND SEDIMENT CONTROL, THE SOIL AND WATER CONSERVATION SOCIETY, AND THE INTERNATIONAL EROSION CONTROL ASSOCIATION, IN COOPERATION WITH THE AMERICAN SOCIETY OF AGRONOMY, SPONSOR THE CERTIFICATION PROGRAM. CIVIL ENGINEERING CONSULTANTS, INC. IS NOT A CERTIFIED PROFESSIONAL IN EROSION & SEDIMENT CONTROL.
19. INSTALL TYPE I TURF REINFORCEMENT MAT (TRM) AS INDICATED. EXTEND THE TRM TO THE 100-YEAR ELEVATION OF THE PROPOSED CHANNEL.
20. THE BOTTOM AND SIDE SLOPES OF THE PROPOSED DETENTION BASIN SHALL HAVE A MINIMUM OF 12-INCHES OF COHESIVE SOIL REWORKED AND RECOMPACTED TO 95% STANDARD PROCTOR DENSITY. AREAS OF INCREASED SAND CONTENT OR SAND LAYERS SHALL BE CAPPED WITH AN ADDITIONAL 1-FOOT OF COMPACTED COHESIVE SOIL. THE TOP OF BERM SHALL BE DISCED AND RECOMPACTED TO 98% STANDARD PROCTOR DENSITY.

(SQR) SOIL QUALITY RESTORATION NOTES:

1. ALL SQR AREAS NOTED SHALL HAVE AT LEAST 8-INCHES OF A-HORIZON SOILS UNDERLAIN BY INTACT B- & C-HORIZON SOILS, AND SHALL MEET THE FOLLOWING REQUIREMENTS:
 - a. CLAY CONTENT SHALL BE LESS THAN 25% & SOIL SHALL HAVE AT LEAST 2% ORGANIC MATTER.
 - b. BULK DENSITY EXCEEDING 80 lb/ft³.
 - c. A PENETROMETER READING OF NO GREATER THAN 200 psi. TO A DEPTH OF AT LEAST 8-INCHES BELOW THE SURFACE.
 - d. SOIL IS NOT HYDRIC & IS SEPARATED FROM NORMAL HIGH WATER TABLE BY AT LEAST 2 FEET.
 - e. UNDISTURBED TOP SOIL IS CONSIDERED HEALTHY IF AT LEAST 8-INCH DEEP AND HAVING A PERCOLATION RATE OF 1 INCH/HOUR OR MORE.
2. THE GEOTECH SHALL BE CONTACTED FOR SOILS TESTING PRIOR TO STRIPPING OF TOP SOIL & AFTER RESPREAD OPERATIONS TO DETERMINE IF COMPOST SHALL BE APPLIED PRIOR TO TILLAGE OPERATIONS. TILLAGE SHALL NOT BE PERFORMED WHEN SOILS ARE WET.
3. METHOD #6 -
 - a. TILL DISTURBED COMPACTED AREA TO A DEPTH OF AT LEAST 6-INCHES. PRIOR TO PLACEMENT OF TOPSOIL & COMPOST BLEND.
 - b. TOPSOIL TO MEET CRITERIA IN NOTE #1.
 - c. SPREAD 2 INCHES OF TOPSOIL & COMPOST BLEND OVER TILLED SUBSOIL AFTER ALL GRADING & TRENCHING ACTIVITIES ARE COMPLETED (50% TOPSOIL / 50% COMPOST).
 - d. PROVIDE EROSION CONTROL AT PERIMETER OF STOCKPILE.
 - e. DURING HOME CONSTRUCTION TO ENSURE TOPSOIL REMAINS ON SURFACE.
 - f. REMOVE ALL UNDESIRABLE MATERIALS (CLODS, ROOTS, LITTER, STONES, ETC.) LARGER THAN 1-INCH. AVOID PLACING BASEMENT SPOILS ON RESTORED AREAS.
 - g. PERFORM TILLAGE TO A MINIMUM DEPTH OF 4 INCHES TO INCORPORATE TOPSOIL & COMPOST BLEND.
5. MAINTENANCE:
 - a. MONITOR WEEKLY & AFTER RAINS OF 0.5 INCHES UNTIL VEGETATION IS WELL ESTABLISHED.
 - b. MAINTAIN ORGANIC MATTER CONTENT BY LEAVING LAWN CLIPPINGS ON THE YARD TO DECOMPOSE. ANNUAL APPLICATIONS OF 1/2-3/4 INCH OF COMPOST MAY ALSO BE APPLIED.

CITY CODE SECTION 106-136(H) LAND OWNER/ MANAGER
STORMWATER FACILITIES MAINTENANCE REQUIREMENTS

- A. THIS STORMWATER MANAGEMENT FACILITIES, INCLUDING PIPES, INLETS AND OUTLETS, SHALL BE ANNUALLY INSPECTED AND MAINTAINED IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.
- B. LITTER, SILT, SEDIMENT AND DEBRIS SHALL BE PROMPTLY REMOVED FROM SUCH FACILITIES.
- C. THE PLANTINGS AND VEGETATION WITHIN THE STORMWATER MANAGEMENT FACILITIES SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN. IF ANY VEGETATION DIES, IT SHALL BE REPLACED WITH VEGETATION IN CONFORMANCE WITH THE PLAN AS SOON AS THE WEATHER PERMITS.
- D. NO GRASS CLIPPINGS, LEAVES OR OTHER YARD WASTES, SOIL, ROCKS, CONCRETE, OR SIMILAR MATERIALS, SHALL BE PLACED WITHIN A SWALE, OR RETENTION OR DETENTION POND WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- E. NO PORTION OF THE STORMWATER MANAGEMENT FACILITIES SHALL BE ALTERED OR REMOVED WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- F. RECORDS OF INSPECTION, MAINTENANCE AND REPAIR MUST BE MAINTAINED AND KEPT FOR AT LEAST FIVE YEARS AND MADE AVAILABLE UPON REQUEST TO THE CITY ENGINEER.

GRADING QUANTITIES:

- | | |
|----------|---|
| 2,105 SF | CLEARING & GRUBBING |
| 8,31 AC | SEEDING (TYPE II EROSION CONTROL MIX) |
| 3,876 LF | SILT FENCE |
| 3 EA | INLET FILTERS |
| 1,416 SF | SUDAS TYPE 4 TURF REINFORCEMENT MAT (TRM) |
| 24 TN | CLASS 'E' RIPRAP |
| 1 EA | ROCK CONSTRUCTION ENTRANCE (I.D.O.T. SECTION 4122, GRADATION 13, MACADAM CRUSHED STONE) |

Civil Engineering Consultants, Inc.

2400 86th Street Unit 12 Des Moines, Iowa 50322
515.276.4884 mail@cecinc.com



DATE: 1st SUBMIT 06-01-2021

DATE OF SURVEY: 10-15-2018
DESIGNED BY: CEM
DRAWN BY: CEM

PRELIMINARY - NOT FOR CONSTRUCTION

HERITAGE HILLS PLAT II

INDIANOLA, IOWA

GRADING PLAN

SHEET

OF II

A-2082

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH ALLENDER BUTZKE ENGINEERS INC. FOR
HERITAGE HILLS PLAT 11**

WHEREAS, the construction plan review process for the proposed subdivision, on Heritage Hills Plat 11, 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, Allender Butzke Engineers Inc. has prepared and presented an agreement for those professional services for an amount not to exceed \$6,280; and

WHEREAS, the Council finds that the proposed agreement with Allender Butzke Engineers 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 Allender Butzke Engineers Inc., for an amount not to exceed \$6,280, is hereby approved for the proposed subdivision, on Heritage Hills Plat 11, and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Alex Fowler, IT Director
Date: August 16, 2021
Subject: Resolution approving an agreement with RediTech.

Introduction: The Information Technology Department released an RFP in which 11 different vendors submitted quotes to assist in IT functions such as a ticket management system, helpdesk support, and future strategic planning. This project was approved by the CIP for the 2021-2022 budget year at \$70,000.

Background:

Discussion:

Budget Impact:

Recommendation: After reviewing the quotes received, staff recommends accepting the RediTech three-year quote which totals \$60,180/year. RediTech can provide all requested services from the RFP and they submitted the best competitive price while including all services.

Attachments:

1. City of Indianola RFP Response 3 year
2. REDiTECH COI
3. Res 2021- approving proposal from RediTech

IT Support Services

Issue Date: 06-07-2021

Deadline Date: 06-18-2021, 2:00pm CST

The City of Indianola is accepting proposals for support services for the IT Department. Proposals submitted must be based on the minimum of the following items:

1. Unlimited Onsite & Remote Help Desk Support Services for 100 employees/computers, at all locations, with 24x7x365 answer service
2. Ticket system, with local IT utilization
3. Remote assistance and issue monitoring for up to 6 physical servers, 30 virtual machines, including Exchange (On-Premise and Cloud), SQL Servers, MS Hyper-V
4. Data backup monitoring and verification
5. Manage and install patches and security updates on all managed systems
6. Assists in strategic planning with IT department (such as projects/purchasing/policies/procedures)
7. Uptime monitoring for all servers and server services (Exchange, SQL, etc.)
8. Consults with local IT to recommend policy and strategic planning
9. Assist in setup and local deployment of 6 computer systems per month (up to 30 per year)

The contract is scheduled to start on July 1st, 2021. Proposals must show the cost of a single year of coverage but can include additional proposals for up to 3 years of service to show any discounts that might be applied.

The contractor must provide for general liability and worker compensation insurance with the City listed as an additional insured.

Sealed proposals may be submitted at Indianola City Hall at 110 N 1st Street, Indianola, IA 50125, or emailed to afowler@indianolaiowa.gov. Additional proposal documents may be included with this form including cost breakdown or included services above the listed minimum.

Any additional information or questions may be addressed to Alex Fowler, Director of IT Services at (515) 962-5304; AFowler@indianolaiowa.gov or IndianolaIT@indianolaiowa.gov

The City of Indianola reserves the right to reject any or all proposals.

I have read and understood the conditions set forth by the Request for Proposal. Upon acceptance of my proposal, I will provide the City of Indianola with an insurance certificate with the specifications listed above.

Total Proposal: \$5015.00

Jacob Delzer
Signature

Jacob Delzer
Printed Name

6/17/2021
Date

REDiTECH
Company Name



PARTNERSHIP EXPLORATION

City of Indianola

June 10th 2021

Most businesses struggle to make technology effortless, so we developed a unique process that places IT on auto-pilot, so you can refocus your time and energy on the things that move the needle for you. We've created a 3-step process, that delivers an 18-month technology road map and a partnership to drive the business outcomes you're striving for.



WHO IS REDiTECH



**CHRIS
POLITO**
CEO



**STEVE
WILLIS**
CFO



**DANE
JOHNSON**
CTO

Handling all the demands of the organization that inevitably end up under the 'umbrella' of Technology on a roles & responsibilities chart is daunting. Peel back the layers even further and what we've found is that even when an organization feels that they have a good handle on all thing's technology, there are areas of focus that aren't on anyone's radar. Once the decision has been made to outsource, we often see where many Managed Service Partners only have one side of the business in their view, often leaving you to grapple with the strategic IT decisions and hoping for the best.



**BRIAN
CERNY**
COO

Our 3 founders forged their own path, beginning in 2003, they began in the IT Service industry. Years before 'Managed IT Services' sprouted as an industry, REDiTECH has a few hundred client relationships. We understand that we're a service company first, who happens to be in the tech industry, not the other way around. Our sole existence is built on the shoulders of those mutually beneficial relationships, and word of mouth referrals.

Only in 2020, did REDiTECH spend their first Marketing dollars to intentionally grow. We proudly support over 6000 users while accomplishing their objectives by supporting the underlying technology that drives their business. Headquartered in Omaha, with field offices in Lincoln & Des Moines, we seek out partnerships where the right solutions matter more than a *take it, or leave it* approach to IT support.

Company Bio

- Began in 2003
- 225+ Managed Service Partnerships
- 41 Team Members
- Built on Relationships, Not Our Requirements!
- 3 Locations
 - Omaha, NE
 - Lincoln, NE
 - Des Moines, IA
 - Davenport, IA
 - Mankato, MN
 - Wichita, KS
 - Tampa, FL
- Supporting Over 6,000 Users



THE TWO-HEADED BEAST

Technology tends to be the one department in an organization that touches all others. We often see that the division of responsibilities end up in two separate silos. In most cases, especially when outsourcing technology to a 3rd party, we see the gaps and misalignment between the IT Leadership & the IT Fulfillment. REDiTECH takes one step back and approaches every single partnership with the anticipation of 100% accountability for every area of IT, regardless of who's been tasked with it, we know that it ends up at our feet. Our approach is to embrace it, and guide the process entirely, as we'll end up supporting it in the end after all.

TECHNOLOGY LEADERSHIP

- IT Strategic Planning
- IT Financial Planning
- Policy & Procedure
- Business Continuity
- Incident Response Plan

TECHNOLOGY MANAGEMENT

- IT Security Posture
- IT Services & Support
- IT Controls & Implementation
- Project Management & Execution
- Vendor Management

When it comes to the strategic IT leadership of any organization, knowledge is just one part of the equation, but experience is the difference maker. If you had the opportunity to leverage all the collective context from a group of IT leaders when you're at the fork in the road, would you rather address that panel than roll the dice on one person's hopes?

Do you remember the old saying about "It's who you know?". That evolved to "What you know?". We'd contend that the newest evolution of that theory, is "What you know, about who you know!" The amount of tribal knowledge that our team of vCIO's brings to the table to make recommendations on solving your most complex IT questions is unmatched, and it's yours through our partnership.

vCIO's act as an extension of your dedicated engineering team to help advise on recommended IT solutions, long-term business planning, and implementation of new technologies in your environment.

They each have experience working with owners, executives, and board members to help drive the value of IT as part of the organization's strategic plan.

- Multi-Year IT Planning
- Align Goals With Technology
- Facilitate SWOT Analysis
- Due Diligence During Mergers & Acquisitions

vCIO ENGAGEMENT



DANE
JOHNSON



DAVE
SWANGER

67 Years Consulting



MIKE
BENSON



JEFF
NEWTON

THE REDiTECH PARTNERSHIP DIFFERENCE

If you were to 'lift the roof' off REDiTECH and look down over the organization, you would find the meaningful areas of a full enterprise IT department. We deliver at every level of IT, alongside you and your business. Our dedicated teams are exactly that, assigned to the success of your partnership.

You'll be on a first name basis with your engineers and will cultivate an inception-like relationship. The kind of relationship where when you pick up the phone, all you need to really say is "it's happening again," and we know what you mean and how to respond. The reason these teams can dedicate their attention to you, is because the rest of the teams, tools, and systems are designed to free them up for just that.

IT FUNDAMENTALS

- Blocking & Tackling
- SLA's & Support
- End User Devices
- Annual Budget Planning
- Infrastructure Management
- Industry Best Practices
- Backups and Antivirus

IT MANAGEMENT

- Security Posture Planning
- Ongoing Assessment
- Hardware Lifecycle Schedule
- Disaster Recovery Planning
- Business Continuity Planning
- Employee Security Awareness Training

IT LEADERSHIP

- 3/5 Year Forecasting
- Strategic Planning
- Deliver Business Outcomes
- Improve Employee Effectiveness

PROVEN TOOLS
NEXT GENERATION ANTI-VIRUS
Encrypted Email
Real Time Network Mapping



ACCOUNT MANAGEMENT
NON-TECHNICAL PEERS
Procurement/Billing Questions
General Inquiries



SOLUTION STACK
RIGHT SIZED SOLUTIONS
Planning for the Future
Match Your Budget & Your Goals



SPECIAL PROJECTS TEAM
INFRASTRUCTURE EXPERTS
Dedicated Team of Engineers
Understand Business Implications



S
U
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DEDICATED ENGINEERING TEAM
Proactive & Reactive Support
An Extension of Your Team
Consulting & Meaningful Recommendations
Compliance Assistance



SUPPORT DESK
24/7 - 365 DAYS A YEAR
Monitoring & Support
REDiTECH Support Application
Live Answer & Triage



SUBJECT MATTER EXPERTS
TIER 3 ENGINEERS
The Right Solution, The First Time
Business Outcome Focused



BACKUP ACCOUNTABILITY
MONITORED BACKUPS
Image Based
Scalable & DR Focused

DEDICATED ENGINEERING TEAM



Eric Schnackel
SYSTEMS ENGINEER
TIER 3

15 Years in IT



Kyle Lorenzen
Sr. Systems Admin
TIER 2

10 Years in IT



ROBERT DEAN
Sr. Systems Admin
TIER 2

14 Years in IT



ADDISON WALTERS
Sr. Systems Admin
TIER 2

8 Years in IT



KATIE POLITO
Service Desk
Manager

4 Years in IT



AMANDA EDWARDS
Account Manager

7 Years in Account
Management

As an example of what one of those Dedicated Engineering Teams looks like, this is it. Gallup researched the characteristics of highly effective teams and determined that one of the key traits was that those teams were made of up 4.6 people. Well, we haven't figured out how to split humans in half yet, but you'll notice our teams are made up of either 4, or 5, engineers.

You're assigned to an experienced team of individuals who've been around the block a while, seen plenty of things, and know how to navigate difficult situations. When you have an issue, we're not going to ask you if you've rebooted 3x before calling. Instead we'll be able to dive into the underlying issues and provide a resolution, so you don't have to call back tomorrow!

You also get direct access to your Dedicated Account Manager, and the Service Manager for the team responsible for you. Nearly all things come down to either communications, or expectations, we want to ensure you have access to all the right resources from the beginning.

NON-TECHNICAL EMPHASIS



STAFFING

- New Hires
- Terminations
- Onboarding
- Training



NEW LOCATIONS

- Expansions & Relocations
- New Development
- Consulting with Contractors
- Repurpose Equipment



MERGERS & ACQUISITIONS

- Forecast technology implications, Prior To Purchase
- Identify 18-month IT Roadmap



END OF LIFE & EMERGING TECH

- Understand & Plan for the impact to your business
- Scrutinize Your Security Posture
- Navigate Compliance Red Tape



WHAT'S INCLUDED IN PARTNERSHIP?

- Unlimited Onsite & Remote Support
- Dedicated Engineering Team & Account Manager
- Strategic Quarterly Business Reviews
- Endpoint Protection, Spam Filter, Email Encryption
- Automated Patch Management
- Project Planning & Consulting
- 24/7 Monitoring and Alerting of Issues
- After Hours Support Included
- REDi-Response Plan (Incident Management)
- REDi-Recovery Effort (Recovery & Restoration)

FLAT RATE PER PERSON



98%

Customer
Retention

2019

Best of
Omaha

100%

Accountable
For Technology

We have prepared a quote for you

REDiTECH Managed Support Partnership

Quote # 003959 v1

Prepared for:

Prepared for:

Alex Fowler
afowler@indianolaiowa.gov

Prepared by:

Jake Delzer
jake@reditech.com

Monthly | Support Partnership

Description	Recurring	Qty	Ext. Recurring
REDiTECH Complete Support Per User Complete IT Support: • Unlimited Onsite & Remote Support • Dedicated Engineering Team & Account Manager • Strategic Quarterly Business Reviews • Automated Patch Management • Project Planning & Consulting • 24/7 Monitoring and Alerting of issues • After Hours Support Included • REDi-Response Plan (Incident Management) • REDi-Recovery Effort (Recovery & Restoration) REDiSECURE - Advanced Cyber Security • Endpoint Protection Platform - SentinelOne Core (EPP + EDR) ○ Full device coverage, SentinelOne Core has all endpoint security essential features in place, including prevention, detection, and response. It provides prevention and detection of attacks across all major vectors, rapid elimination of threats with fully automated, policy-driven response capabilities, and complete visibility into the endpoint environment with full-context, real-time forensics ○ <i>In the event that certain workstation performance standards are not meant, then a traditional Anti-Virus solution will be deployed to necessary workstations ensuring coverage.</i> • Email Security ○ Managed Email Security Solution for your entire organization. Includes Email-Antivirus, Spam Filtering, Sand-boxing. ○ <i>Email Encryption can be added as necessary to conform to regulatory requirements.</i>	\$85.00	59	\$5,015.00
Subtotal:			\$5,015.00

REDiTECH Managed Support Partnership



Prepared by:

Omaha

Jake Delzer
(402) 933.6887
jake@reditech.com

Prepared for:

City of Indianola

,
Alex Fowler
(319) 241-8328
afowler@indianolaiowa.gov

Quote Information:

Quote #: 003959

Version: 1
Delivery Date: 06/21/2021
Expiration Date: 06/30/2021

Expenses Summary

Description	Amount
Monthly Support Partnership	\$5,015.00
Total:	\$5,015.00

A signed proposal and/or purchase order shall be required for all work. The signed proposal shall become the Contract between all parties. A 100% deposit for all hardware shall be required when proposal is accepted. Balance due is expected upon delivery of products and/or services. Payment must be made by check or money order. We also accept Visa, MasterCard, and American Express cards. There will be a 10% restocking fee on everything returned to REDiTECH. Shipping and taxes, if required, are estimated and shall be additional and added to the final invoice.

Omaha

City of Indianola

Signature: _____
Name: Jake Delzer
Title: Sales Executive
Date: 06/21/2021

Signature: _____
Name: Alex Fowler
Date: _____

SERVICE AGREEMENT

Our Responsibilities

Our Response Time

We agree to provide a live response to Your support requests within the time frames laid out below.

If the support request is submitted outside of Our business hours, Our response time may be longer normal. We will still work on Your support request as fast as possible, however it will be on a best effort basis.

Support Request Priorities

We classify support request priorities as shown in the chart below.

These priorities reflect the amount of time that We have before We change the status of Your service ticket from a status of “New” to a status of “In Progress”.

We will respond to each support request to confirm that We have received the request and gather any additional details We think We may need. From there, We will prioritize how quickly We have an engineer starting to resolve Your issue based on the chart below. Many times, We will change the status of Your support request from “New” to “In Progress” immediately. We simply set out these guidelines for situations when We have multiple service requests waiting to be worked on. This lets You know the “worst case scenario” for when Your support request will have an engineer actively working on resolving the issue.

As We all know, not everything in life fits into a box so, the final decision on classifying the priority of an issue will be made by Our responding technician.

Priority	Examples	“In Progress” Time
Critical	Your Main Server is offline, and all users are unable to work.	1 Hour
	One of Your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
High	Your Internet Connection is offline, users can still work locally	2 Hours
	Your CEO’s computer has stopped working	
	Your main Accounting Software has stopped working	
Medium	A user’s desktop won’t turn on so they can’t work	4 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
Low	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
No Priority	Pro-Active maintenance of systems	N/A
	Add / Edit / Delete User Requests	
	New Computer or Software Installation	

What’s Covered?

As part of this AGREEMENT, We endeavor to include all of the day to day IT support items that are generally required to run a typical business technology baseline infrastructure.

The following is a list of items that are covered under this AGREEMENT.

It’s important to note that anything not included in this list is excluded from Your AGREEMENT and may be billed at Our normal hourly rates.

From time to time, We may provide support for items not included in this list without charge, however We will do this at Our absolute discretion. You will be advised when additional charges would apply if We were to perform work outside of this list prior to Us beginning the work. You will have to agree to these charges before We proceed. This way there will be no billing surprises.

Description of Services

Consulting

Onsite Quarterly Business Review (QBR)
End-User Office365 Training Program

Desktop, Laptops and Servers

Setup New Profiles on Desktops and Laptops
Add / Edit / Delete User Accounts
Forgotten Password Resets
Archive Old User Accounts (Backup Email & Files)
Setup & Maintain Security Groups
Setup & Maintain Network Drives
Restore Files from Backups (1)
Troubleshoot Operating System Not Working
Troubleshoot Microsoft Office Not Working
Troubleshoot Anti-Virus Not Working
Reboot Servers
Troubleshoot Hardware Issues (3)
Hard Drive Clean-up (Remove Temp & Unnecessary Files)
Warranty Claim Processing (3)
Microsoft Patch Management (Service Packs & Updates)
Update Approved 3rd Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)
Monitor all Critical Server and Computer Services and Fix
Monitor Anti-Virus Running & Protection Enabled
Monitor Anti-Virus Definitions Updating Correctly
Monitor Anti-Malware Running & Protection Enabled
Monitor Anti-Malware Definitions Updating Correctly
Monitor Hard Disk Health + Space & Defrag if Necessary
Monitor High CPU Usage
Monitor Security and Event Logs
Roll out Our Best Practice Security Policies

Backups and Disaster Recovery

Monitor Server and Computer Backups (1)
Troubleshoot Server and Computer Backup Failures (1)
Monitor Office365 Backups (1)
Troubleshoot Office365 Backup Failures (1)
Manual Test Restore & Report of Approved Backups (1)

Printers

Clear & Reset Printer Queues
Troubleshoot Printer Issues
Add / Edit / Delete Printer Mapping Group Policies
Add / Edit / Delete Printer Drivers for Existing Printers
Troubleshoot Printer Hardware Issues (3)
Warranty Claim Processing (3)

Network

Troubleshoot Internet Service Provider Issues & Outages
Troubleshoot Network Switch Issues
Troubleshoot Wi-Fi Access Point Issues
Update Wi-Fi SSID / Keys
Troubleshoot Router Issues
Troubleshoot Firewall Issues
Firewall Security Audit and Adjustment
Monitor Network Switches Operations & Availability
Monitor WiFi Access Points Operations & Availability
Monitor Router Operations & Availability
Monitor Firewall Operations & Availability
Warranty Claim Processing (3)

Domain Names

Add / Edit / Delete MX Records
Add / Edit / Delete TXT Records
Add / Edit / Delete PTR Records

Add / Edit / Delete CNAME Records

Add / Edit / Delete A Record

Mobile Phones & Tablets

Configure Outlook or Mail App (2)
Configure Skype for Business App (2)
Configure OneDrive for Business App (2)
Configure Teams for Business App (2)

Office 365

Add / Edit / Delete User Accounts
Add / Edit / Delete User and Security Groups
Add / Edit / Delete Shared Mailboxes
Add / Edit / Delete Distribution Groups
Forgotten Password Resets
Archive Old User Accounts (Backup Email & OneDrive)
Restore Files from Backups (1)
Install & Connect OneDrive Desktop Client (2)
Install & Connect Skype for Business Desktop Client (2)
Install & Connect Teams Desktop Client (2)

(1) Only applies to when using Backup Platforms purchased through REDiTECH, unless a pre-existing support solution was purchased and deployed by the CLIENT. REDiTECH will assume the management & administration responsibility of support solutions such as VEEAM, NCentral/Solarwinds Backup, DATTO, Acronis.

(2) This assumes that You already have the back-end systems and company-wide configurations all setup and configured for this product. If You don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for Your review.

(3) As You can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that We didn't recommend, sell and install.

What's Not Covered

If the Hardware We are troubleshooting was not purchased from Us and/or the device is not currently covered by the manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our discretion as to whether We will cover this work under the scope of this AGREEMENT or set it as billable out of scope work.

We do not provide any software or modifications to software. Any software upgrades that are needed will be provided by the provider of the software and billed separately. We can only provide generalized advice for software related issues.

Support for items that are aged out of the manufacturer's warranty period. All requests pertaining to equipment that is outside of the manufacturers warranty will be serviced as "Best Effort" and reasonably accommodated. The recommendation for device replacement may be made, typically when the cost to service exceeds the cost of replacement.

Special Projects (Replacing and or adding net new hardware or software)

PC Installs that amount to more than 6 PCs being installed in a 30-day period will be categorized as a special project and a separate quote for this special project will be provided.

Physical office moves will be categorized as a special project and a separate quote for this special project will be provided.

Support, troubleshooting, and or recovery of backups not purchased through REDiTECH.

Support, troubleshooting, and or remediation of any issues on a network that is currently running any Microsoft Operating System that is no longer supported by Microsoft.

Examples include Windows 7, Vista, XP, and older. Server 2008, 2003, and older.

Our REDiSECURE Advanced Cyber Security Package will proactively help prevent these attacks and allow for remediation of these types of events to be covered under this AGREEMENT.

REDiTECH reserves the right to bill hourly for support, troubleshooting, and or remediation of any issues on a network that are caused by a malicious 3rd party. Commonly referred to as Ransomware, Trojans, Viruses, Worms, and other similarly associated terms.

Travel further than a 60 mile radius of our Lincoln, Omaha, or Des Moines offices will be billed at \$105/hr.

Reporting

Clients may request to opt into the delivery of an Executive Summary Report on a monthly basis.

Quarterly Business Reviews

As part of this AGREEMENT, every quarter We will provide to You with a Quarterly Business Review session with Your dedicated Account Manager.

In this session, We will run through items such as, but not limited to, the following:

- Last Quarters Metrics
- Your Plans for the next Quarter
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- General Information and Updates about Your Network
- Anything else You need to Discuss Related to Your IT

You agree to allocate two (2) hours for each of these sessions to ensure that We can provide Our service to You at the world class levels that We strive to provide.

You agree to give Us at least seven (7) business days' notice if You need to reschedule or amend an upcoming Quarterly Business Review. If You don't give Us at least seven (7) business days' notice, that Quarterly Business Review will still be counted as used.

Your Responsibilities

Minimum Standards

There are some hardware and software requirements that You need to have in place in order for Us to meet Our service obligations, these can be found here <http://reditech.com/rtp>. We will update this list from time to time as certain technologies age and other technologies are released and tested by Us.

If You do not have all of these minimum standards in place before Your AGREEMENT start date, then We will work with You on a plan to bring Your network up to our minimum standards.

We understand that this may take some time depending on timing and budgets, so We will do Our best to support any items that do not currently meet Our minimum standards.

However, if an item requiring support does not meet Our minimum standards, it will be at Our discretion whether We charge You for any time incurred for supporting that Item.

Submitting Support Requests

The process for submitting support requests is outlined in the Welcome Packet You will receive upon partnering with REDiTECH. There are 3 different ways to submit a support request.

Critical and high priority support requests must be submitted via phone only. Otherwise, the support request priorities will be defaulted to Our medium priority level.

All requests received by REDiTECH will be processed with the assumption that the person submitting the request has the authority to make such a request and the authority to sign off on any quote that they have requested.

If You have a specific person or a specific group of people that have the authority to sign off on purchase orders, they need to be who the quote for additional products or services is requested by and sent to.

TERMS AND CONDITIONS

The terms and conditions of product sales and monthly service(s) or specific service projects are limited to those contained herein and are collectively referred to herein after as “AGREEMENT” or “MASTER TERMS AND CONDITIONS”. Any additional or different terms or conditions in any form delivered by you (“CLIENT”) are hereby deemed to be material alterations to this AGREEMENT and are therefore summarily rejected by PSP Solutions, LLC DBA REDiTECH (“PROVIDER”).

By accepting delivery of products or by engaging with the PROVIDER on a statement of work, invoice, or other agreement to provide any type of services to the CLIENT, CLIENT agrees to be bound by and accepts the terms and conditions of this AGREEMENT unless the PROVIDER and the CLIENT have mutually signed a subsequent and separate agreement that specifically states said agreement is in lieu of this specific AGREEMENT, in which case that mutually signed separate agreement shall govern the order of business therein.

CLIENT does in fact consent to receiving electronic documents from PROVIDER. These documents may be provided via a web browser or by email transmissions or other forms of electronic transmission via internet or cellular services. CLIENT may decline this consent by contacting PROVIDER in writing and requesting such. Electronic signatures or copies of signatures sent via electronic means are the equivalent of personally written and signed documents and shall hold such legally binding power as an original signature.

Prior dealings (such as quotes, invoices, inquiries, RFPs, RFIs and the like) or contracts will not be considered to affect this AGREEMENT contained herein. This AGREEMENT is understood to contain the entirety of the AGREEMENT between the CLIENT and the PROVIDER for the matters contained herein and shall supersede and replace any previous communications whether written, oral, electronic, implied, or otherwise with respect to the subject matter hereof.

1. Terms and Termination of this AGREEMENT

1.1 Terms: This AGREEMENT carries a term of three (3) year(s). This AGREEMENT automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this AGREEMENT.

1.2 This-AGREEMENT may be terminated by the CLIENT upon sixty (60) days written notice if the PROVIDER fails to fulfill, in any material respect, its obligations under this AGREEMENT and does not cure such failure within thirty (30) days of receipt of such written notice, or

- A. Breaches any material term or condition of this AGREEMENT and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- B. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this AGREEMENT.
- C. This AGREEMENT may be terminated by the PROVIDER upon sixty (60) days written notice to the CLIENT.
- D. If either party terminates this AGREEMENT, PROVIDER will assist CLIENT in the orderly termination of services, including timely transfer of the services to another designated provider. CLIENT agrees to pay PROVIDER the actual costs of such services.

2. Fees, Payments, Payment Methods, Credits, Applicable Taxes

2.1 Fees: A \$50 fee will be assessed on all unpaid invoices on the 5th day after the published due date and finance charges will be applied at a rate of 1.25% for all invoices or portions of invoices that are thirty (30) days past due. This interest will compound monthly until the delinquent balance is paid in full.

2.2 Payment: Payment for agreed monthly services will be due within Forty-five (45) days of the invoice date regardless of the date the invoice is received. Payment for projects governed by this AGREEMENT shall be paid in the format of 100% of the hardware costs being paid prior to the commencement of the project and 100% of the agreed labor cost being paid upon completion of the project if the labor cost is under \$10,000. In cases where the labor cost for a single project exceeds \$10,000, the CLIENT agrees to pay 50% of the labor cost prior to the commencement of the project and the remaining 50% of the labor cost upon completion of the project. Completion of project shall be defined as the “Scope Of Work” being complete. Should the CLIENT work with a PROVIDER approved third party leasing company for a project, the payment terms will be governed by the third-party leasing company as negotiated between PROVIDER and said leasing company.

2.3 Payment Methods: REDiTECH will accept payments in multiple forms. These forms include credits cards including Visa, Mastercard, American Express, Capital One, Citibank, Discover, and Chase. Payments will also be accepted via ACH. Please note that bank drafted

paper checks will not be accepted for efficiency purposes. The PROVIDER's billing department will work with the CLIENT to collect the proper checking or savings account information to set up ACH (Automated Clearing House) payments.

2.4 CLIENT agrees that all payments made via credit card (whether a one-time payment or a recurring monthly payment) will incur an additional 3% processing fee. Payments made via ACH will not incur any additional fees.

2.5 Credits: Credit memos will be communicated individually between the CLIENT and the PROVIDER. Credits may be used in one of two ways: A. Reduction of balances toward outstanding invoices. B. Full reimbursement by bank drafted check if the CLIENT currently has no outstanding invoices.

2.6 Taxes: Applicable Local, State, and Federal taxes will be applied to all services rendered under this AGREEMENT. CLIENT is responsible for all applicable taxes and shall pay such taxes. CLIENT may produce a valid state issued certificate of exemption to the PROVIDER and the taxes will be properly adjusted to accommodate this exemption.

3. Non-Disclosure and Confidential Information

3.1 Confidential Information: CLIENT acknowledges that during the course of providing standard and regular IT Services, PROVIDER will have access to private and confidential information should such information reside in or on the CLIENT's network. This information includes information governed by HIPAA, PCI, and other regulatory bodies. PROVIDER will handle such information in a confidential and professional manner as set out by Industry Best Practices and in a manner concurrent with the description of the service request.

3.2 Use of Confidential Information: CLIENT and PROVIDER shall use confidential information for the sole purpose of performing duties governed herein. There shall be no use of confidential information in whole, in part, or in any other form for any other purpose. Both parties agree to refrain from disclosing confidential information from third parties unless a prior and separate agreement is made for an agreeable purpose between the CLIENT and the PROVIDER. Furthermore, the PROVIDER and the CLIENT agree to take all reasonable steps to keep all information (Including quotations for services from the PROVIDER) confidential and not to disseminate this type of information to outside third parties. If either party is required by subpoena to turn over confidential information to a proper governing authority, the receiving party shall immediately notify the other party. However, it shall be assumed that the subpoenaed party shall comply with such lawful requests.

3.3 Remedies for Breach of Non-Disclosure: The confidential information that is covered by this AGREEMENT is of unique character to such an extent that monies and damages may not be a significant form of compensation should there be a breach of this AGREEMENT (although they are not ruled out as available forms of remedy). The parties agree that injunctive and other forms of equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

4. Non-Solicitation of Employees

4.1 CLIENT recognizes and agrees that the PROVIDER's employees are its most valuable asset. In consideration of the value of these assets, CLIENT agrees that it shall not solicit (or in any other direct or indirect way, cause to be solicited) for employment any of the PROVIDER's employees during the terms of this AGREEMENT or for a period of 12 thereafter. If any employee quits or resigns his or her position for any reason and is then employed by the CLIENT (or their affiliate or subsidiary) during anytime that this AGREEMENT remains in effect or for a period of 12 months after, CLIENT agrees to pay PROVIDER 150% of that employee's annual salary immediately. The CLIENT and PROVIDER both agree that this is a reasonable amount in consideration of the recruitment and training the PROVIDER would have to undertake to replace the employee.

5. Minimum Standards

5.1 CLIENT understands and acknowledges that PROVIDER has a set of minimum standards to which the CLIENT's network must comply in order for PROVIDER's services to be rendered in a professional, timely, and effective fashion. PROVIDER may come to CLIENT at any time to let them know that certain hardware or software is "out of date" per the manufacturer's specifications or no longer of a serviceable standard or condition. CLIENT shall be compelled to adjust their environment to comply with such minimum standards in order for PROVIDER to properly provide services. Refusal to comply with this section may be grounds for termination of this AGREEMENT as laid out in section 1.2(c) of this AGREEMENT. PROVIDER, at its own discretion, may also opt to eliminate said out of date or unserviceable hardware or software from the PROVIDER's list of items they are responsible for servicing under this AGREEMENT and charge an hourly rate of \$135/hr. for any services requested to be performed on such hardware or software.

6. Cooperation of Client

6.1 CLIENT will allow PROVIDER to use CLIENT's machines, communications devices, facilities, features, and other such equipment at no charge, as in situation where the CLIENT and PROVIDER agree that it is a reasonable need to enable PROVIDER to render agreed services.

7. Access to Equipment and Facilities

7.1 CLIENT agrees that PROVIDER may utilize certain items in the CLIENT's stack of equipment and may gain access to CLIENT facilities as necessary to render services agreed upon under this AGREEMENT. CLIENT shall retain ownership and title of all CLIENT owned equipment that is utilized by PROVIDER. CLIENT may deny access at any time as it makes specific business sense for the CLIENT, however, if access is denied, CLIENT understands that there may be an impact up to and including inability to remedy service issues as requested by CLIENT. CLIENT also agrees that PROVIDER's inability to access one piece of equipment or software does not only impact the PROVIDER's ability to service that specific piece of hardware or software but may lead to the inability to service other network connected pieces of hardware or software. In such situation PROVIDER shall be held harmless and any previously agreed upon services to be rendered shall be deemed void.

8. Pricing Adjustments

8.1 PROVIDER reserves the right to make adjustments to pricing for products and services alike. Reasons for such adjustments may include, but are not limited to, product discontinuation, manufacturer price changes, changes in market conditions, product availability, errors in manufacturer advertisements, price changes from PROVIDER's suppliers, and discovery of a disparity between CLIENT consumption of monthly services and the set monthly service fee. All orders are subject to PROVIDER's availability to perform services and therefore PROVIDER cannot guarantee that it can always perform all services requested at any time. Any Time and Material estimates that are provided by the PROVIDER are merely for planning purposes as both the Time and Materials needed to complete a request can vary outside of the original estimate for purposes beyond the control of the PROVIDER.

9. Representation of Warranties

9.1 PROVIDER represents and warrants that it has the proper rights, power, and authority to enter into this AGREEMENT and to fully perform all functions hereunder, will use commercially available and commercially reasonable efforts to provide all services requested and required of it under this AGREEMENT in accordance with industry best practices.

9.2 PROVIDER does not produce hardware or commercial off the shelf software covered under this AGREEMENT. Any warranty provisions are passed through from the third-party sellers to the CLIENT and are subject to the individual manufacturer's limitations. Labor provided by PROVIDER is not covered under manufacturer's warranty. CLIENT is hereby notified that all warranty claims are to be processed through the individual manufacturer of the hardware or software in question.

9.3 PROVIDER may provide equipment owned by PROVIDER and stored at CLIENT's location. Such equipment may include but is not limited to remote backup devices, desktops, servers, routers, firewalls, switches and software. Such equipment shall be properly secured and cared for in the same manner as the CLIENT's own equipment. CLIENT shall be liable for any damages or loss that is not covered by that specific equipment's manufacturer's warranty. If such loss or damage occurs CLIENT agrees that it is reasonable for PROVIDER to invoice CLIENT for a replacement of similar model and or capability of the lost or damaged device.

10. Disclaimer of Warranties and Limitations of Liabilities

10.1 The express, but limited warranty in section 9 above is in lieu of all other warranties, expressed, or implied regarding PROVIDER's services. PROVIDER and its affiliates specifically disclaim all warranties of any kind whether expressed or implied, including, but not limited to all warranties of merchantability, fitness for a specific purpose, title, non-infringement, and any warranties arising from the course of dealing, course of performance, or trade usage.

10.2 PROVIDER and its affiliates shall not be liable for any incidental, direct, indirect, exemplary, special, consequential, or punitive damages or for any lost data including, but not limited to damages from lost profits, costs of procurement of substitute goods or services, business interruptions arising from or relating to this AGREEMENT or arising from or relating to the use of software which has been modified by anyone other than the PROVIDER, Loss of programs and the like, that result from the use or inability to use the services or mistakes, omissions, interruptions, deletions of files or any and all directories, loss of data, errors, defects, delays in operations or transmissions of data, or any other failure of performance however caused and under any existing or new theory of liability including negligence or other torts to the extent allowed by law, even if PROVIDER has been advised of the possibilities of such damage and works with CLIENT to make a decision to proceed with such process when deemed by CLIENT that the risks are worth the benefit of taking such actions.

10.3 CLIENT acknowledges and agrees that CLIENT has relied on no warranties except the limited expressed warranty(s) in section 9.

10.4 CLIENT agrees that the total liability of PROVIDER and its affiliates and the sole remedy of the CLIENT and any end user for any claims regarding PROVIDER is limited to the CLIENT's right to terminate this AGREEMENT unless determined otherwise by an adjudicator in Douglas County, Nebraska. Should that adjudicator deem that liability is above and beyond the right to terminate this AGREEMENT, the CLIENT agrees that the total liability of PROVIDER and its affiliates shall be capped at the single occurrence amount that the PROVIDER's General Liability Insurance policy allows for the event germane to the adjudication.

10.5 Except as expressly provided in this AGREEMENT, CLIENT acknowledges that PROVIDER is in no manner responsible for any actions or inactions of third-party vendors or any other third party. PROVIDER is in no way representing that the services shall be uninterrupted, error free, or without delay. PROVIDER does not and cannot control the flow of data through the internet. Such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the internet may be impaired or disrupted. Accordingly, CLIENT acknowledges that PROVIDER disclaims all liability related to events outside of its control and or in the control of all other third parties and CLIENT shall have no right to rely upon any representation of any third party in respect to the services as they apply to the services rendered by the PROVIDER. Further, CLIENT acknowledges that, in providing the services, PROVIDER shall necessarily rely upon information, instructions, and services from CLIENT, its administrator(s), employees, agents, and other third parties providing computer and communications hardware and software and internet services. Except as expressly provided in this AGREEMENT, CLIENT fully assumes the risk associated with errors in such information, instructions, and services.

11. Liquidated Damages

11.1 CLIENT acknowledges that PROVIDER is relying on CLIENT to perform as agreed upon under this AGREEMENT and has therefore made significant investments in time, equipment, and personnel. To protect this investment, PROVIDER has the right to collect liquidated damages in the case of breach by the CLIENT. If CLIENT fails to perform as outlined in this AGREEMENT, CLIENT agrees to pay liquidated damages in the amount equal to six (6) times the amount of the monthly services fee set out by the current service agreement or other current Managed Services Agreement due to PROVIDER for services rendered at the time for the breach.

12. Coverage

12.1 CLIENT agrees that unless otherwise specified in a separate written agreement, business hours shall mean Monday through Friday from 8:00am to 5:00pm Central Standard Time. These times exclude national holidays. Provider will make best efforts to respond to emergency requests outside of business hours.

13. Indemnification

13.1 CLIENT and PROVIDER shall defend, indemnify, and hold harmless one another from and against any claims, damages, expenses and liabilities, causes of action, and costs, including all reasonable costs of defense including attorney fees arising out of or resulting from the following.

A. Death. Personal Injury or property damage from the unintentional reckless acts of the indemnifying party, its employees, subcontractors, or suppliers in connection with the obtaining or providing of services.

B. Claims of infringement of any intellectual property right in connection with the obtaining or providing of services.

C. The unauthorized disclosure, use, or infringement by the indemnifying party of any proprietary or confidential information of any third party. The indemnified party shall give a timely notification to indemnifying party of any claim(s) and shall cooperate with the indemnifying party and its agents in the defense of the claim(s). Each party's obligation to indemnify the other party shall survive the termination of this AGREEMENT.

14. Entire AGREEMENT

14.1 This AGREEMENT contains the entire AGREEMENT and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of products or services inconsistent with any of the terms hereof. This AGREEMENT may not be modified or amended other than by a new agreement in writing between the CLIENT and the PROVIDER.

15. Successors and Assignees

15.1 Each service agreement as well as this AGREEMENT shall benefit and be binding upon the parties hereto and the respective successors and assignees.

16. Returns

16.1 Products are non-returnable unless approved in writing by the PROVIDER within 30 days of the invoice date. Those approved returns may be subject to a restocking fee of 10% of the invoice price of the product being returned.

17. Severability

17.1 Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the AGREEMENT shall be prohibited by or invalid under applicable laws, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

18. Waivers

18.1 The failure or forbearance of PROVIDER or CLIENT to enforce any right or claim against the other party shall not be deemed to be a waiver by the PROVIDER or the CLIENT of such right or claim or any other right or claim herein. Furthermore, the waiver by the PROVIDER or the CLIENT of breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

19. Passwords

19.1 CLIENT acknowledges that PROVIDER may need access to secure passwords to perform the duties described herein this AGREEMENT and therefore agrees to provide such passwords for the PROVIDER to perform the duties and services described herein.

20. Force Majeure

20.1 Neither Party shall be in breach of its obligations under this AGREEMENT (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by the other (other than under any express indemnity in this AGREEMENT) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

21. Arbitration

21.1 Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo and prevent irreparable harm pending the selection of an arbitrator, All claims and disputes arising under or relating to this AGREEMENT are to be settled by binding arbitration in the state of Nebraska or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in technology services disputes and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

22. Availability of Products

22.1 Under no circumstance shall PROVIDER be responsible to CLIENT or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, freight embargo, war, civil disobedience, vendor problems, or any cause beyond the PROVIDER's control.

23. Transfer of Ownership

23.1 CLIENT agrees that transfer of ownership will pass to the CLIENT from the PROVIDER upon receipt of the goods at the PROVIDER location and upon identification of the CLIENT's product by the Provider.

24. Notices

24.1 Any notice required or permitted under this AGREEMENT shall be in writing and shall be delivered by the United States Postal Service via Certified Mail with a return receipt requested, postage prepaid, and properly addressed to the office of the respective parties to this AGREEMENT or at other addresses as such parties to this AGREEMENT may specify in writing at a later date for the reception of certified mail notifications. This section shall apply whether said mail is accepted, denied, or unclaimed.

25. Cyber Security Exclusions

25.1 The delivery of products and services discussed and explained in this AGREEMENT are assumed to not be caused by, needed because of, or requested considering, any type of cyber security breach.

25.2 Issues caused by or due to cyber security breaches including but not limited to, infections, system takeovers, worms, trojans, SQL injection attacks, man in the middle attacks, denial-of-service attacks, command and control server attacks, ransomware, or any other nefarious act performed by an uninvited outside source or party of any origination shall be dealt with in a best effort scenario and may require the assistance of an outside third party that specializes in cyber security remediation.

25.3 These services and associated costs shall be billed on a separate basis, unless CLIENT subscribes to PROVIDER's Managed Cyber Security Services Bundle (REDiSECURE) and has had this Managed Cyber Security Services Bundle (REDiSECURE) for 30 days prior to the above described incident. In such case, remediation services rendered by the PROVIDER are covered under the monthly Managed Services Agreement.

25.4 The hourly rate for work that is done in house by the PROVIDER shall be billed at \$175/hr if CLIENT does not subscribe to the Managed Cyber Security Services Bundle or has not been subscribed to the Managed Cyber Security Services Bundle for the requisite 30 days prior to the above described incident.

25.5 Any work that requires the involvement of a third-party cyber security expert shall be billed based on the rates provided by said provider. Such third-party services will be billed to the CLIENT regardless of the subscription status of the PROVIDER's Managed Cyber Security Services Bundle. The CLIENT shall get a quote for the Statement of Work to be performed by said third-party cyber security expert and shall be aware of these charges prior to the commencement of remediation. Such agreement for services shall be between the CLIENT and said third-party provider.

25.6 As described in section 10.2 of this AGREEMENT, PROVIDER is not responsible for or liable for, any type of adverse or unwanted effect, including but not limited to, the compromise, degradation, takeover, or loss of data or the incapacitation of network or computing capabilities due to any type of cyber security breach under any circumstance regardless of the subscription status of the PROVIDER's Managed Cyber Security Services Bundle.

25.7 PROVIDER's Managed Cyber Security Services Bundle (REDiSECURE) is standard on all REDiTECH Support Partnership(s). The absence of PROVIDER's Managed Cyber Security Services Bundle (REDiSECURE) indicates that this service was declined and invokes the relevant portion of section 25.3 as described above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2021

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

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

PRODUCER Farmers National Company 11516 Nicholas Street STE 100 Omaha NE 68154	CONTACT NAME: Carol Gurbacki PHONE (A/C, No, Ext): (402) 593-7666 E-MAIL ADDRESS: Carol@ctekins.com FAX (A/C, No): (402) 592-0962
INSURED Psp Solutions Inc DbA Reditech 4509 S 143rd St Ste 2 Suites #1 & #2 Omaha NE 68137	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford Accident & Indemnity INSURER C: Rated by Multiple Companies INSURER D: INSURER E: INSURER F:
	NAIC # 29424 22357 00914

COVERAGES**CERTIFICATE NUMBER:** 21/22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		91SBABT1250	04/18/2021	04/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Auto \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			91UECIA8824	09/05/2020	09/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	91WECIJ7699	04/18/2021	04/18/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is listed as Additional Insured with respects to the Named Insured on the General Liability

CERTIFICATE HOLDER**CANCELLATION**

City of Indianola

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol Gurbacki

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City of Indianola
RESOLUTION NO. 2021-

RESOLUION APPROVING A PROPOSAL FROM REDITECH FOR A MANAGED SUPPORT PARTNERSHIP

WHEREAS, the City of Indianola, Iowa is in need of engaging a company to provide IT support for the City (hereinafter referred to as “Services”); and

WHEREAS, the City of Indianola, Iowa has solicited proposals for said Services; and

WHEREAS, after review of the proposals by an end-user committee, the City Council believes it to be in the best interest of the City to engage RediTech of Omaha, NE for the Services.

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

1. The Proposal from RediTech of Omaha, NE for the Services in the amount of \$60,180/year for three-years is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City to the documents required to complete the contract.

PASSED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andy J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Second consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees.

Recommendation: Roll call is in order.

Attachments: 1. Ord Amend Stormwater Management Fees.docx

ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA AMENDING STORMWATER MANAGEMENT FEES.

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

Section 1. The portion of the following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

104.02 STORMWATER MANAGEMENT FEES.

Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, through its utility billing system, the following stormwater management fees based on equivalent residential unit (ERU) associated with the customer's property:

1. Undeveloped: A flat fee at the rate of \$0.00 per month.

2. Single-Family and Two-Family Residential: \$6.00 per ERU per month.

3. Commercial/Industrial/Multi-Family/Government/Other Uses: \$6.00 per ERU per month up to a maximum of 200 ERUs. The owner of the taxed land parcel shall be deemed the user; except where units are individually metered in which case the occupant of each unit is deemed the user and the ERU's associated with the property shall be divided equally amongst each meter, with a minimum of one (1) ERU for each meter. The 200 ERU cap is in place for the physical condition of properties as of December 31, 2010. If a property exceeds 200 ERUs as of this date and expands its impervious area after this date, the new expanded area is subject to the full stormwater management fees for the expanded area plus the 200 ERU cap. Multiple parcels owned by either the Indianola Community School District, Warren County, or the City shall be considered one parcel and subject to one 200 ERU cap regardless of future expansions. Multiple parcels owned by a private entity shall be considered one parcel and subject to one 200 ERU cap as long as such parcels are contiguous. All other non-contiguous parcels owned by such a private entity shall be calculated separately and individually.

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



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: August 16, 2021

Subject: Second consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission.

Recommendation: Roll call is in order.

Attachments: 1. Ord Human Relations Commission

ORDINANCE _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
INDIANOLA, IOWA, BY ADDING PROVISIONS PERTAINING TO CHAPTER _____
HUMAN RELATIONS COMMISSION**

BE IT ENACTED by the City Council of the City of Indianola, Iowa:

SECTION 1. NEW CHAPTER. Chapter _____, Human Relations Commission, is hereby added as follows:

____.01 PURPOSE.

The purpose of this chapter is to establish a nonjudicial Human Relations Commission consistent with the Iowa Civil Rights Act (Chapter 216, Code of Iowa); to recognize the authority of the Iowa Civil Rights Commission and foster use of its procedures and programs; to increase awareness, understanding and appreciation of diversity, equity and inclusion within the community, and to proclaim a public policy of nondiscrimination by securing freedom from discriminatory practices based on a person's race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability as defined in Iowa Code Chapter 216 ("Protected Groups"), protecting individual dignity, ensuring their full productive capacities, preserving the public safety, health, and general welfare, and promoting the interests, rights, and privileges of individual citizens within the City.

____.02. DEFINITIONS.

When used in this chapter, unless the context otherwise requires:

COMMISSION: The Indianola Human Relations Commission created by this chapter.

COMMISSIONER: A member of the commission.

COMPLAINT: A report of discrimination as provided by this chapter.

PERSON: One or more individuals, partnerships, associations, corporations, legal representatives, trustees, receivers, and the State of Iowa and all political subdivisions and agencies thereof.

____.03. COMMISSION APPOINTED.

A. The City Human Relations Commission shall consist of seven (7) members appointed by the Mayor with approval of the City Council. Appointments shall take into consideration the Protected Groups and geographical areas within the City insofar as may be practicable.

B. The term of appointment shall be three (3) years from July 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.

C. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.

D. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.

E. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as need for that purpose.

__04. POWERS AND DUTIES.

The commission's powers and duties include:

A. Plan, conduct and assist organizations (e.g., schools, businesses, religious groups, non-profit organizations, civic associations, libraries and museums) in programs designed to increase community awareness, appreciation of diversity, equity and inclusion, and the full securing of the rights of all citizens.

B. Studying the existence, character, causes, and extent of discrimination within the City because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability, and to attempt the elimination of such discrimination by education and understanding.

C. Promoting good will among the various Protected Groups within the City and to minimize or eliminate discriminatory practices.

D. Issue such publications and reports of research as in the judgment of the commission shall tend to promote good will among all the citizens and Protected Groups within the City and which shall tend to minimize or eliminate discriminatory practices. The commission may prepare and distribute a brochure explaining its mission and the purpose for dissemination within the City.

E. Providing intake assistance for complaints from individuals who may be victims of discriminatory practices within the City and refer such complaints to the Iowa Civil Rights Commission for investigation and adjudication. This Commission will review the findings of the Iowa Civil Rights Commission.

F. With approval of the City Council and with the assistance of the City staff, receiving administering, dispensing and accounting for any City funds that may be allocated, any donations that may be voluntarily contributed to the commission, or any grants that may be awarded to the commission for furthering the purposes of this chapter.

G. Making recommendations to the City Council for such further legislation concerning discrimination because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability as it may deem necessary and desirable.

H. Preparing and transmitting to the City Manager, Mayor and City Council from time to time, but not less often than once each year, through written report or oral presentation to the City Council, describing its activities and functions.

I. Utilize volunteers to aid in the conduct of the commission's activities and functions.

SECTION 2. RULE OF CONSTRUCTION. This chapter shall be construed broadly to effectuate its purposes. Nothing in this chapter shall be construed to include participation in acts which are prohibited by law.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED at Indianola, Iowa, this ____ day of _____, 20__.

Pamela Pepper, Mayor

ATTEST:

Andrew Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Courtney Silliman, HR Director
Date: August 16, 2021
Subject: Resolution approving the labor contract agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and Police Unit.

Introduction:

Background: As you know, over the past several months, negotiations have taken place for the police officers collective bargaining agreement.

Discussion: Below is a summary of the main items contained within and aligned with the comparables approved by council as part of this process. Attached are the resolution and the contract that's been approved by the negotiating unit.

- Employees who work mid-shift and night-shift shall be eligible to receive a shift differential of \$0.25 per hour for all regular hours worked.
- Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave in excess of 760 hours is forfeited. However, employees who reach 22 years of service can request a payout of sick leave of 25% with a maximum of 760 hours.
- Wage scale increase of 3% across the board. If non-union employees receive an across the board increase greater than 3%, then the union will receive the greater across the board increase.
- Employees are entitled to tuition reimbursement in accordance with City Policy 6.10 in the amount of \$1,200 per year and \$4,800 lifetime maximum.
- Health Insurance – City will provide a high deductible health plan with an HSA. HSA will include City funding \$1200 and matching \$26.92 per paycheck for single coverage and \$76.92 per paycheck for all other tiers. Police officers will pay 12% of the premium. In the event the total cost of the health insurance premiums increase by ten percent (10%) or more, the City has the ability to increase the employee's insurance contribution by no more than five percent (5%).
- 1 year contract term effective July 1, 2021-June 30, 2022

Budget Impact:

Recommendation: Roll call is in order.

- Attachments:**
1. Res 2021- Approving Police Unit Contract
 2. Teamsters PD Contract

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING THE LABOR CONTRACT AGREEMENT BETWEEN THE CITY OF
INDIANOLA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 238 AND POLICE UNIT**

WHEREAS, the City Council of the City of Indianola has considered the Labor Contract between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit; and

WHEREAS, said attached contract is in compliance with the provisions authorized by the City Council of the City of Indianola; and

WHEREAS, the membership of the International Brotherhood of Teamsters, Local Union 238 and the Police Unit have concurred with the proposal; and

WHEREAS, the contract has been approved by said memberships.

WHEREAS, the contract is attached as exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that this contract is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or City Manager are hereby authorized and directed to execute the agreement.

PASSED this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

AGREEMENT
BETWEEN THE
CITY OF INDIANOLA, IOWA
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 238

July 1, 2021
to
June 30, 2022

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AGREEMENT

This Agreement entered into by the City of Indianola, Iowa, hereinafter referred to as the "Employer or City" and International Brotherhood of Teamsters, Local Union 238, hereinafter referred to as the "Organization".

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification Case # 102360 of said "Teamsters Local 238", the employer does hereby recognize the Organization during the term of this agreement for all employees of the City included in the "Police Bargaining Unit" consisting of the following classifications: "All police officers of the Indianola Police Department."

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as specifically modified and limited by this Agreement, the employer shall retain whatever rights, powers and authority necessary for it to operate and direct the affairs of the City and the police department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and/or services should be purchased; to hire, promote, demote, transfer, discipline or discharge, to establish and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine what work or services shall be contracted out or performed by the unit employees; and to initiate, prepare, certify and administer its budget.

ARTICLE 3 **UNION REPRESENTATION**

The Organization may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The names of such committee members shall be transmitted in writing to the Police Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. Normally, Organization business will not be conducted on City time, however, when the nature of the grievance requires immediate action, i.e. irreparable harm to an employee, a committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

Whenever a committee person enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem. Any such investigations shall be accomplished in such a manner as to avoid interference with the Department operations and the performance of any employee's job duties. The Organization agrees that there shall be no solicitation for membership, collection of union fees, fines or assessments, meetings or other union activities on City time.

The Organization will take all reasonable measures to assure that such representatives are knowledgeable of their respective responsibilities.

Employees shall be allowed to review any complaints filed against them prior to submitting to any investigative interview. Employees shall be entitled to Union representation during any investigation, debriefing or interview resulting from a formal complaint which would likely result in any type of formal or informal disciplinary action. The City shall notify the employee(s) of the results of the complaint or investigation.

ARTICLE 4 **HOURS OF WORK AND OVERTIME**

The police officer's normal workday shall consist of between eight (8) to twelve (12) hours of work and shall include a thirty (30) minute paid lunch period. This will average forty (40) hours weekly during an eighteen (18) week cycle.

While on special assignment officers may be assigned to a work week consisting of five (5) consecutive eight (8) hour days which include a 30-minute paid lunch hour followed by two days off.

Since the police department must normally operate seven (7) days per week, employees may have regularly scheduled workdays on any day of the week.

Specific work schedules, including hours and days, will be issued by the police chief at least two (2) weeks in advance. Such schedules shall normally be followed, however, the chief or his designee may make necessary changes to meet the needs of the department. The City agrees not to change the current schedule without first providing seventy-two hours notice to the union.

Shift Differential

Employees who work mid-shift and night-shift shall be eligible to receive a shift differential of \$0.25 per hour for all regular hours worked.

Overtime

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

All employees will be paid overtime in accordance with the FLSA.

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

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

Compensatory Time

All non-exempt employees whose total work and/or leave hours exceed forty (40) hours in a standard work week are eligible for overtime or compensatory time. Compensatory time is calculated at a rate of one and one-half (1 ½) hours for each one (1) hour worked in excess of forty (40) hours in a regular work week. A maximum of 80 hours will be allowed to accumulate.

The Police Chief or designee shall authorize compensatory time for an eligible employee. Should an employee accumulate more than 80 hours, the employee may be required by the Police Chief or designee to schedule and take time off.

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

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

Court Time

When a Police Officer is required, during off duty time, to appear in court as a witness in a criminal case, arising directly from the officer's employment, such "court time" shall be considered "overtime". Such time shall be compensated at overtime rates on an hour for hour basis. However, the officer shall be paid a minimum of two hours overtime payment for such appearances and also on instances when the appearance is canceled by the court with less than two (2) hours notice.

An officer's absence from court without a reasonable excuse shall be proper cause for disciplinary action.

Call Back, Call In

Any Officer who is required to limit their personal time by being placed on "call" or "standby" shall be compensated at the following rate: one (1) hour per day of straight time that they are required to be on call or standby. This shall not be construed to be paid for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the Officer is called in to work, they shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable. An Officer called in shall receive pay for work only in lieu of call-in or standby pay.

Attendance at Meetings

Any employee whose presence is required at a meeting of the City Council or any board, commission, or committee of the city which occurs outside of regular working hours, shall be reimbursed a minimum of two hours of work, for time spent at such meeting/s at a rate equal to one and one-half of their regular hourly rate, unless the employee's presence is for the purpose of receiving a recognition award. In such instance, no additional compensation will be earned.

ARTICLE 5 **SETTLEMENT OF DISPUTES**

A "grievance" is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved in the Union. For the purposes of the Article, the word(s) Employee(s)/grievant(s) shall also mean and include the Union/Employee Organization. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented by an employee. Grievances must be presented at the first step of the procedure within seven (7) calendar days of the incident giving rise to the complaint.

STEP 1

The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within seven (7) calendar days.

STEP 2

If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step 1 answer, present the written grievance to his/her Lieutenant who shall respond within fourteen (14) calendar days.

STEP 3

If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step 2 answer, present the written grievance to the Police Captain, who shall respond within fourteen (14) calendar days.

STEP 4

If the matter has not been resolved the employee shall then, within ten (10) working days of receipt of the Step 3 answer, present the written grievance to the Human Resource Director and Police Chief, who will respond within thirty (30) calendar days.

STEP 5

If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the Human Resources Director. Such notice shall specify the section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties.

Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Human Resources Director, the parties shall establish a date for the arbitration hearing.

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Indianola, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Organization. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual agreement.

ARTICLE 6 **VACATION**

All regular full-time employees shall earn vacation on a pay period basis at the following rates which reflect longevity in City service.

Accrual

Full time and permanent part time employees are eligible for vacation leave. The vacation leave year begins with the first day of the first complete bi-weekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year. Vacation leave shall be accrued as follows:

Full Time Employees

Length of Service	Biweekly Accrual
Less than 2 years	3.08 hours
2 years, less than 8 years	4 hours
8 years, less than 14 years	5 hours
14 years, less than 20 years	6.15 hours
20 years or more	7.69 hours

Usage

The Chief of Police or his designee is responsible for proper planning and scheduling of vacation for all employees within their respective departments. Advanced planning permits adherence to work schedules and reduces the possibility of employees losing vacation at the end of the year.

The Chief of Police or designee is authorized to approve vacation leave within their respective departments. It should be approved in advance except in an emergency. All requests and approval must be in writing.

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

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

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

Employees can rollover up to 166.47 hours of unused vacation to the new leave year; any excess will be forfeited. The last pay period to use vacation time before it is forfeited is the pay period including December 31st of that leave year. During that same pay period, all leave in excess of 166.47 hours is forfeited.

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

Personal Time

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

Personal time shall be accrued as follows.

Status of Employee	Accrual Per Year
Full Time Police Officers	18 hrs (based on 9hr shifts); subject to change based on current work shift.

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

Month Employment Starts	Eligible Amount
January 1 – March 31	100%
April 1 – June 30	75%
July 1 – September 30	50%
October 1 – December 31	25%

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

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

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

ARTICLE 7 **LEAVES OF ABSENCE**

Sick Leave

All regular full time and permanent part time employees scheduled and averaging thirty (30) hours or more per week earn sick leave. Available sick leave shall be requested by the employee and granted by the Police Chief, or designee, in writing. Employees may request leave for their own personal illness, pregnancy, childbirth, or related medical conditions; personal injury; examinations and consultations with physicians and other health care providers licensed by the State of Iowa, including the City of Indianola's Employee Assistance Program; or as provided under any other City policy.

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

Sick leave shall be accrued as follows:

Status of Employee	Accrual Per Pay Period
Full Time	3.7 hrs

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

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

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

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

Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave in excess of 760 hours is forfeited. However, employees who reach 22 years of service can request a one-time payout of sick leave of 25% with a maximum of 760 hours.

Upon resignation, termination or change to a non-leave earning position, the employee will forfeit any accrued but unused sick leave.

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

Military Leave

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

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

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

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

Jury Duty Leave

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

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

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

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

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

Unpaid Leave of Absence

The City of Indianola understands that there are times an employee may need additional time off for personal reasons. If an employee has exhausted all applicable sick leave, vacation, personal, compensatory time and FMLA

leave, if eligible, an employee may request an unpaid leave of absence for up to thirty (30) days. An employee requesting an unpaid leave should fill out the unpaid leave form, stating the reason for the leave and include dates of expected absence. Approval of unpaid leave is at the discretion of the Police Chief and Human Resources

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

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

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

ARTICLE 8

WELLNESS

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

ARTICLE 9

SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

Seniority shall be considered for shift selection and on-duty time slots. All members of the bargaining unit assigned to the Patrol Division shall have the opportunity of making shift bid thirty (30) days prior to the start of the calendar year. Bidding shall be done based on seniority for the following shifts and days off rotation:

1 st Shift	Day shift
2 nd Shift	Mid shift
3 rd Shift	Night shift

If vacancies occur during the calendar year, employees interested in using their seniority to transfer to a different shift must submit their request to the Chief of Police in writing. Officers will not be permanently re-assigned, contrary to their selected shift bid, unless circumstances require based upon quantifiable needs of the department such as appointments to specialized positions. The department reserves the right to assign officers to other shifts regardless of seniority to ensure operational efficiency.

All new employees shall serve a probationary period not to exceed nine (9) months after graduation from the Iowa Law Enforcement Academy. Upon completion of the probationary period, they shall be put on the seniority list and

their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged unless reinstated through the grievance process.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An employee absent from work one (1) day without justifiable cause or notice to the Employer.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer records. Extension of this time may be granted at the discretion of the Employer.
- (h) An employee is absent from work for any reason, except an on-the-job injury, for over one (1) year or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.
- (j) In the event an employee is promoted or transferred out of the bargaining unit and such employee returns to the bargaining unit, the seniority date shall be the original date of hire less time served in the non-bargaining unit position; however, there shall be no loss of seniority for an employee who returns to the bargaining unit during the twelve (12) month probationary period after a promotion or transfer.

Reduction in Force

Whenever it becomes necessary for police officers to be laid off because of lack of work, lack of funds or reorganization, the officer with the least amount of continuous unbroken service as a full-time employee of the police department, shall be laid-off first and if subsequent lay-offs are made, this order shall be followed.

If the work force in the police department is later increased or an existing position is to be filled, the position shall be, first, offered to a laid-off employee in that same classification in reverse order. The employee shall be notified, in writing, by ordinary mail, of the opening. If the laid-off employee desires this position, he shall notify the Employer, in writing, within seven (7) days. It shall be the obligation of a laid-off employee to notify the City of his or her current address and to maintain the qualifications necessary for the position.

This right of recall shall be effective for two (2) years. The union shall review and agree to the date each member of the bargaining unit was initially employed and the amount of continuous service. The same procedures shall be followed for other employees within the bargaining unit. There will be no reduction of the full-time work force until all officers in all classifications outside of full-time are laid off.

ARTICLE 10 **HOLIDAYS**

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

New Year's Day - January 1
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4

Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Day After Thanksgiving
Christmas Eve Day - December 24
Christmas Day - December 25

Holidays shall count as hours worked in meeting the forty (40) hour requirement for overtime pay.

If the employee is scheduled to work, and actually works, the employee receives double time plus holiday pay at the current hourly schedule, whether it is an 8, 8.5, 9, 10 or 12 hour shift. If the employee is not scheduled to work the holiday, the employee will receive holiday paid straight time at whatever hour schedule they are currently at, whether it is an 8, 8.5, 9, 10 or 12 hour shift.

School Resource Officer (SRO) - Vacation time in excess of five (5) consecutive days must be taken during school vacation or holiday breaks. Vacation time or compensatory time less than five consecutive days may be taken during the school year with the approval of the SRO supervisor.

ARTICLE 11 **INSURANCE**

Health and Prescription Drug Insurance

The City shall provide all full-time employees a high deductible health plan with a Health Savings Account (HSA). Employees are eligible for benefits the first of the month following their hire date.

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

See Appendix B for additional information.

Dental

The City shall provide dental insurance to all full-time employees.

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

Vision

The City shall provide vision insurance to all full-time employees.

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

ARTICLE 12
WORK RULES

The Employer may from time to time adopt new, and/or publish changes in existing, department work rules and regulations. All employees shall comply with all such work rules and regulations. The Organization will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, such new rules will be published and posted at least five (5) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

ARTICLE 13
TRAINING

The Employer shall make available to officers appropriate training opportunities on an annual basis which shall satisfy the minimum training requirements set forth by the Iowa Law Enforcement Academy. Such training will be conducted at the Employer's expense and during hours which officers are appropriately compensated for.

ARTICLE 14
HEALTH AND SAFETY MATTERS

Employees shall observe and follow all regulations established by the Employer for the protection of life, health and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with those provisions will result in nonpayment of related medical services from the Employer.

ARTICLE 15
NON-DISCRIMINATION

In accordance with applicable law the Organization and the Employer agree not to discriminate against any employee on the basis of race, creed, color, religion, disability, union affiliation, national origin, age or sex.

ARTICLE 16
NO STRIKE – NO LOCKOUT

Neither the Organization, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any employee who violates any provision(s) of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any "lock-out" activity of the employees in this unit.

ARTICLE 17
WAGES

The salary table shown in Appendix A represents an increase of three percent (3%) effective July 1, 2021. If non-union employees receive an across the board increase greater than three percent (3%), then the Union will receive the greater across the board increase.

All pay rate changes will take effect at the beginning of the pay period following the change.

The City agrees to provide all permanent full-time employees longevity pay. The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

YEARS	ANNUAL PAY	HOURLY PAY
0-4	\$0	0
5-9	\$250	12.0 c/hour
10-14	\$300	14.4 c/hour
15-19	\$350	16.8 c/hour
20+	\$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary to be paid the pay period following the employee's anniversary date.

ARTICLE 18

SUPPLEMENTAL PAY

Clothing Allowance

Each employee covered under this contract, shall receive seven hundred dollars (\$700) for work-related items such as boots and clothing. Employees will receive this payment in the first paycheck following July 1.

Education Allowance

Union employees are entitled to tuition reimbursement in accordance with City Policy 6.10 in the amount of \$1,200 per year and \$4,800 lifetime maximum.

Field Training Officers

Employees serving as field training officers shall receive one hour of compensation at the employee's regular rate of pay for each day a daily observation report is completed by the field training officer for the new employee.

ARTICLE 19

TRANSFER PROCEDURES

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

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

Reclassification

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

ARTICLE 20
PERSONNEL FILES

Individual employees shall receive signed and dated copies of each disciplinary action form placed in their personnel file. The employee may also be required to sign such items indicating knowledge of their existence and not necessarily concurrence.

Copies of formal grievances filed under the provisions of Article 5 of this Agreement shall not be made a part of the employee's personnel file.

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022.

ARTICLE 22
SAVINGS

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable law, such adjudication shall not affect the validity of this agreement as a whole or any section, provision or part thereof not adjudicated unlawful or unenforceable.

City of Indianola, Iowa

International Brotherhood of Teamsters, Local Union 238
Committee Members

City Manager

Union Steward

Business Agent

APPENDIX A
WAGES

**Public Safety Pay
Scales**

Effective July 1, 2021

3.00%

**Police
Officer/Detective**

Hire	1	2	3	4	5
59,234.71	62,351.79	65,588.72	69,087.74	72,723.42	76,551.73
28.478	29.977	31.533	33.215	34.963	36.804

Step increase with each anniversary.

APPENDIX B
Health and Prescription Drug Insurance

Benefit Plan Year 7/1/2021 - 6/30/2022		
Qualified High Deductible Health Plan w/ HSA		
Medical	In-Network	Out-of-Network
Single Deductible	2800	2850
EE Spouse, Child(ren), Family Deductible	5400	5700
Coinsurance	100/0%	80/20
Single Out of Pocket (OOP)	2800	3350
Family Out of Pocket (OOP)	5400	6700
Coinsurance - after deductible	100% plan/0% member	80% plan/0% member
Office Visit - PCP		
Office Visit - Specialist		
Urgent Care		
Hospital Inpatient & Outpatient		
Emergency Room Services		
Imaging (CT/PET scans, MRI, etc)		
Diagnostic Testing (x-ray, blood work, etc)		
Pregnancy-prenatal, postnatal, delivery & all inpatient services		
Substance Abuse Outpatient & Inpatient Services		
Mental/Behavioral Health Services		
Pharmacy		
Preventive Care/Screenings/Immunization - deductible waived in-network only	100% plan/0% member	80% plan/20% member

Coverage Tier	Per Pay Amount	
Employee Only	\$42.13	Employee portion is 12% of total premium.
Employee + Spouse	\$78.27	
Employee + Children	\$69.93	
Family	\$114.71	

In the event the total cost of the health insurance premiums increases by ten percent (10%) or more, the City has the ability to increase the employee's insurance contribution by no more than five percent (5%).

Health Savings Account

City will fund employee HSA accounts with \$1200 on the first pay period in January 2021. City will match employee contributions up to \$26.92 per pay period and \$76.92 for all other tiers. Employees must be enrolled in the City's health insurance to receive the funding and match.

The \$1200 will be prorated for new hires based on their hire date. If hired between:

- January through March new employees will receive 100% of the \$1200.
- April through June new employees will receive 75% of the \$1200.
- July through September new employees will receive 50% of the \$1200.
- October through December new employees will receive 25% of the \$1200.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: August 16, 2021
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2021- 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:

Greg Chia, Fire Chief, from CE13.5-5 \$119,680.52/year to CE13.5-6 \$123,270.86/year, effective May 9, 2021;

Greg Chia, Fire Chief, CE13.5-6, \$123,270.86/year to \$126,968.99/year, effective June 20, 2021 for the across-the-board increase;

Tye Sparks, Police Officer, from PO2 \$65,588.72/year to PO3 \$69,087.74/year, effective August 1, 2021;

MyLisa Thompson, IT Technical Services Specialist from CE5-3 \$47,821.05/year, including \$250 longevity to CE5-4 \$49,227.14/year, including \$250 longevity, effective August 1, 2021;

Joe Colby, Part-time EMS Paramedic, \$20.499/hour, effective August 2, 2021;

Jill Burrell, from Part-time EMS Paramedic \$21.114/hour to full-time Career Firefighter/Paramedic \$59,234.71/year, effective August 9, 2021;

Timothy Little, Building and Zoning Official from CE8-3 \$64,592.73/year to CE9-3 \$69,115.33/year, effective August 15, 2021;

Michael Visser from Streets Operation Specialist R21-3 \$55,320.82/year to Code Enforcement Officer CE6-1 \$49,844.15/year, effective August 15, 2021;

Jennifer Williams, Police Officer, from PO4 \$72,723.42/year to PO5 \$76,801.73/year, including \$250 longevity, effective August 15, 2021;

Courtney Silliman, Director of Human Resources, from CE10-1 \$71,433.80/year to \$73,540.35/year, effective August 29, 2021;

Eric Wallace, Career Firefighter Paramedic, from FF2 \$65,588.72/year to FF3 \$69,087.74/year, effective August 29, 2021.

Passed and approved this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From:
Date: August 16, 2021
Subject: Receive and file the July 2021 Treasurer's Report.

Recommendation: Simple motion is in order.

Attachments: 1. Treasurer's Report July 2021

**FINANCIAL REPORT
MONTH OF JULY, 2021**

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
001 General Government	3,138,693.91	108,973.65	320,915.73	76,396.00	5,709.17	2,997,438.66
011 Police	2,260,340.01	76,148.76	312,228.46	30,285.11	5,705.42	2,048,840.00
015 Fire	339,465.77	7,836.52	56,870.28	3,043.65	1,139.75	292,335.91
016 Ambulance	111,348.83	51,135.95	142,402.47	6,968.35	6,458.83	20,591.83
041 Library	467,752.74	9,006.61	49,644.82	3,123.74	3,660.00	426,578.27
042 Park & Recreation	664,276.38	63,167.89	133,825.74	4,730.06	4,110.08	594,238.51
045 Memorial Pool	179,440.41	32,989.78	59,219.97	-	-	153,210.22
099 Franchise Fee-MEC	678,249.34	39,574.89	-	-	-	717,824.23
GENERAL FUND SUB-TOTAL	7,839,567.39	388,834.05	1,075,107.47	124,546.91	26,783.25	7,251,057.63
110 Road Use Tax (Streets)	2,060,729.12	231,232.09	113,645.92	-	18,040.08	2,160,275.21
112 Trust & Agency	36,668.19	40,478.82	-	-	40,478.83	36,668.18
115 YMCA Maintenance Obligations	366,095.03	-	-	-	-	366,095.03
121 Local Option sales Tax	6,423,499.06	146,031.27	-	-	-	6,569,530.33
125 TIF	5,346,360.74	10,300.97	-	-	-	5,356,661.71
141 Library Special Revenue	58,217.01	1,227.71	376.66	-	-	59,068.06
142 Park & Rec Special Revenue	89,243.59	-	-	-	-	89,243.59
160 Downtown Revolving Loan	147,711.14	3,858.62	-	-	-	151,569.76
161 Downtown BIZ Program	120,008.06	-	-	-	-	120,008.06
177 Police Forfeiture	19,830.07	-	-	-	-	19,830.07
190 Vehicle Reserve	1,474,829.93	-	676.27	-	-	1,474,153.66
199 Police Retirement	39.69	-	-	-	-	39.69
SPECIAL REVENUE SUB-TOTAL	16,143,231.63	433,129.48	114,698.85	-	58,518.91	16,403,143.35
200 DEBT SERVICE (SUB-TOTAL)	712,030.67	12,610.91	-	-	-	724,641.58
301 Capital Projects (General)	752,769.60	-	3,598.45	-	-	749,171.15
321 Capital Projects (Streets)	561,431.57	12,462.65	417,741.12	-	-	156,153.10
322 Downtown Square Streetscape	4,290,624.45	-	326,902.91	-	-	3,963,721.54
323 Hillcrest Ave Improvements	-	-	-	-	-	-
324 K Street Improvements	(11,225.47)	-	-	-	-	(11,225.47)
325 ARPA Funds	-	-	-	-	-	-
353 Community Redevelopment (D&D)	88,537.03	-	-	-	-	88,537.03
CAPITAL PROJECTS SUB-TOTAL	5,682,137.18	12,462.65	748,242.48	-	-	4,946,357.35
541 LIBRARY ENDOWMENT FUND	44,457.80	21.61	-	-	-	44,479.41
610 Sewer	986,525.93	-	114,720.14	158,333.33	37,644.75	992,494.37
650 Stormwater Utility	421,903.18	18,198.18	2,154.75	-	800.00	437,146.61
670 Recycling	142,564.74	28,734.98	25,538.69	-	800.00	144,961.03
710 Sewer Capital Projects	734,633.40	347,587.53	-	-	158,333.33	923,887.60
771 Sewer Reserve	114,238.70	-	-	-	-	114,238.70
781 WRRF Construction	411,609.06	1,866,805.50	1,861,232.50	-	-	417,182.06
791 Sewer Revenue Bonds	591,605.79	-	-	-	-	591,605.79
820 Health Insurance	2,177,997.12	147,401.53	83,760.36	-	-	2,241,638.29
830 Health Reimbursement Accounts	5,607.71	-	-	-	-	5,607.71
840 Flex/STD	185,847.01	241.54	237.04	-	-	185,851.51
850 Liability Insurance Reserve-City	(34,660.90)	-	-	-	-	(34,660.90)
CITY UTILITY & ISF SUB-TOTAL	5,737,871.74	2,408,969.26	2,087,643.48	158,333.33	197,578.08	6,019,952.77
City Funds Subtotal	36,159,296.41	3,256,027.96	4,025,692.28	282,880.24	282,880.24	35,389,632.09
IMU Funds Subtotal	(1,427.20)	309,527.56	304,610.62	-	-	3,489.74
GRAND TOTAL CITY FUNDS	36,157,869.21	3,565,555.52	4,330,302.90	282,880.24	282,880.24	35,393,121.83
Cross Check Total						35,393,121.83
Investments				Clerk's Balance		35,393,121.83
Bankers Trust	\$	20,823,775.30	1.84%			
Iowa Public Agency Inv. Trust	\$	116,208.66	0.02%			
Payroll Account, TruBank	\$	-				
Checking Account, TruBank	\$	4,560,090.86	0.20%	Plus Outstanding Checks	\$	179,155.24
Sweep Account, TruBank	\$	10,026,415.36	0.40%	Minus Outstanding Deposits	\$	(807.50)
Indianola Hometown Pride, TruBank	\$	353.58		Bank Adjustment		
Indianola EMS - TruBank	\$	42,509.07		Book Adjustment (Voided Check)	\$	(45.00)
Wells Fargo	\$	2,071.74				
BANK BALANCE		35,571,424.57				35,571,424.57

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
600 Water	22,487.37	62,804.90	58,894.90	-	-	26,397.37
620 IMU Administration	620.75	54,810.52	54,810.52	-	-	620.75
625 Revolving Economic Development	-	-	-	-	-	-
626 USDA RLF	-	-	-	-	-	-
630 Electric	(25,376.91)	129,875.42	128,787.47	-	-	(24,288.96)
640 Fiber/Communications	907.00	58,440.82	58,521.83	-	-	825.99
700 Water Capital Projects	-	-	-	-	-	-
730 Electric Capital Projects	(65.41)	3,595.90	3,595.90	-	-	(65.41)
740 Fiber/Comm Capital Projects	-	-	-	-	-	-
IMU SUB-TOTAL	-1,427.20	309,527.56	304,610.62	0.00	0.00	3,489.74

INTEREST DISTRIBUTION	INTEREST		FYTD
	INCOME	% OF TOTAL	
General Fund (Non-Program 9500)	\$ 3,786.87	43.81%	\$ 3,786.87
Library Special Revenue (Fund 141)	\$ 28.52	0.33%	\$ 28.52
Library Endowment	\$ 21.61	0.25%	\$ 21.61
TIF (Fund 125)	\$ 2,582.78	29.88%	\$ 2,582.78
Sewer (Fund 710)	\$ 1,172.10	13.56%	\$ 1,172.10
Health Insurance (Fund 820)	\$ 1,051.96	12.17%	\$ 1,051.96



MEMORANDUM

To: Mayor and City Council
From: Greg Chia, Fire Chief
Date: August 16, 2021
Subject: Receive and file the EMS Billing Activity Report for June 2021.

Introduction: June 2021 EMS billing activity from Digitech Company is posted below.

Background:

Discussion: 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 June 2021.

Budget Impact:

Details for the month of June 2021 EMS Billing activity.

For the period: 06/01/2021 to 06/30/2021

New Charges: \$101,196.00	All Accounts Collected Old / New: \$60,904.90
Billable Transports: \$101,196.00	Non-Transports Collected: 0.00
Non-Transports Billable: 0.00	Unidentified Payments Collected: \$0
Total Non-Billable: (\$10,468.00)	Refunds: (\$1,528.48)
ALS Tier: 0	
Total Accounts Created: \$90,728.00	Net Total Collected: \$59,376.42

With the above activity the TruBank Account Balance now stands at \$912,735.91 as reflected on June 30, 2021.

Recommendation: Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: August 16, 2021
Subject: Proclamation declaring August 26 as Women's Equality Day in Indianola.

Recommendation:

Attachments: 1. Women's Equality Day - August



—Office of the Mayor—

PROCLAMATION

Women's Equality Day

WHEREAS, women are noteworthy contributors, innovators, and leaders in nearly every sector of our society; and

WHEREAS, women face unique daily struggles for equality in all spheres of society where the wage gap between men and women still impacts women's economic and political power and gender-based discrimination still plagues workplaces and business transactions; and

WHEREAS, women in the United States have continuously worked to gain full rights and privileges as citizens of the United States; and

WHEREAS, Congress has designated August 26, the date the Nineteenth Amendment was certified, as Women's Equality Day; and

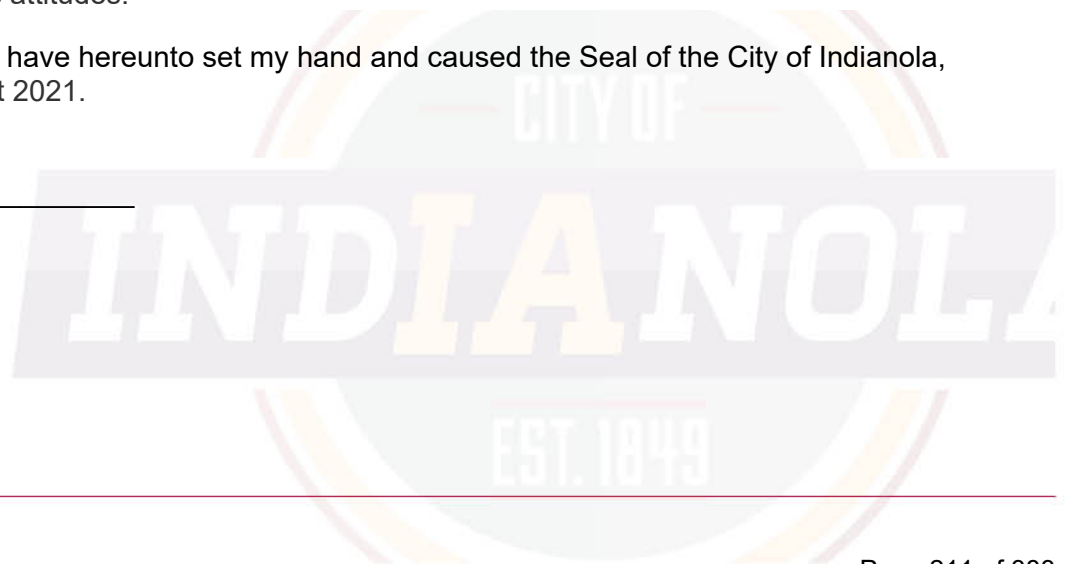
WHEREAS, recognizing Women's Equality Day as a day of celebration throughout the country commemorates the struggles of women to be heard as fierce advocates who gained the statutory right to vote. It is also a day that emphasizes the importance of women's work for democracy, women's continued fight for equal rights and that the United States commends and supports them.

NOW, THEREFORE, BE IT RESOLVED I, Mayor Pepper, do hereby proclaim August 26 as Women's Equality Day throughout the City of Indianola as a day celebrating the importance of the women's suffrage movement and I remind all citizens that we all have the opportunity, and the responsibility, to create a society that gives both men and women equal voice.

BE IT FURTHER RESOLVED that I encourage all citizens to reflect on the continuing struggle for equality in the workplace and the role of women in our public life. Women in public service and government have long served this nation by working to clear barriers, enforce laws, implement new ideas, and change people's attitudes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indianola, Iowa this 16th day of August 2021.

Pam Pepper, Mayor





MEMORANDUM

To: Mayor and City Council

From:

Date: August 16, 2021

Subject: Consideration of the appointment of George Green to serve on the Veterans Memorial Building Commission for a term beginning immediately and ending June 30, 2024.

Recommendation: Simple motion is in order.

Attachments: 1. Green Application



City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. State law requires political subdivisions to make a good faith effort to balance appointive boards, commissions, committees, and councils authorized by the Code of Iowa according to gender by January 1, 2012, and each year thereafter. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday.

To be considered, interested individuals must be Indianola residents and must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

Personal Information

Name: Brad Green		Today's Date: 28 JUL 2021	
Street Address: 700 North G St			
City, State, Zip: Indianola, IA 50125		Years Resided in Indianola: 13	
Email: hooah03@gmail.com			
Home Phone:		Cell Phone: 515-577-7457	Work Phone:
Occupation: Weather Forecaster-Iowa Air National Guard			
Have you previously volunteered on a City Board, here or elsewhere? No			
Board Name:		Years Served:	City:
Gender: Male	Age (Optional): 49		Race (Optional):
Application for (Name of Board/Commission or Committee): Memorial Board Commission			
Why do you want to serve on this Board/Commission or Committee? This is two fold. One I have always wanted to serve my town and give back to all it has given my family. Two my backyard is Memorial Park and i have vested interest in seeing it thrive.			
What will you contribute to this Board/Commission or Committee? Being someone who has the Park and the Pool in my "backyard" I would give a perspective of someone who uses this area everyday. Haviing 4 kids rainging from 9-19 years old I can give a perspective of what families are wanting in the park and pool.			

Please attach additional pages if necessary.

Boards, Commissions and Committees

☐	Board of Adjustment/Appeals meets the first Wednesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Civil Service Commission meets on-call. The commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The commission consists of three members that serve 4- year terms.
☐	Hometown Pride Committee meets once a month. The committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
☐	IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
☐	Indianola Fine Arts and Beautification Commission is comprised of nine residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the second and fourth Thursdays, at 6:00 in the Council Chambers.
☐	Library Board of Trustees meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving six year terms.
☒	Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐	Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.
☐	Planning and Zoning Commission meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The commission consists of nine members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

GEORGE BRADLEY GREEN

700 North G St, Indianola, IA 50125

515-577-7457 hooah03@gmail.com

31 JUL 2021

City of Indianola

RE: **VETERAN'S MEMORIAL BUILDING COMMISSION**

Dear Sir/Ma'am,

Please accept this letter as an expression of my interest in being a part of the Veteran's Memorial Building Commission position. I am a highly motivated and progress-focused professional with a strong background in doing volunteer work for the community.

Throughout the course of my career in the military, I have perfected my interpersonal skills along with a strong attention to details. I am capable and consistent problem-solver skilled at prioritizing and managing projects with proficiency.

In my previous roles, I contributed collaboratively using critical thinking and implementing ideas toward team efforts and improving overall proficiency. I have proven to be effective team player by using my strong planning talents. I enjoy collective brainstorming sessions which allows me to coordinate activities to achieve a common goal.

Please take a moment to review my attached resume and references. I would greatly appreciate the opportunity to speak with you regarding my candidacy.

Thank you for your consideration.

Sincerely,

TSgt George "Brad" Green

George Bradley Green

700 North G Street

Indianola, IA 50125

(515)-577-7457

hooah03@gmail.com

QUALIFICATIONS:

Strong track record of problem-solving success in high pressure, operational settings

Adept at organizing and leading diverse staff in dynamic environments

Exceptional communicator, skilled in peer and team development

EDUCATION:

Master's in Geoscience in Applied Meteorology	Summer 2023
Mississippi State University, Starkville, MS	
Bachelor's Degree in Secondary Education- Graduated Cum Laude	May 2004
Upper Iowa University, Fayette, IA	
Associate's Degree in Biology- Graduated with Honors	May 2000
Des Moines Area Community College, Ankeny, IA	
Associate's Degree in Meteorology	Jan 2017
Community College of the Air Force	

WORK EXPERIENCE:

Weather Forecaster 2014-present

Iowa Air National Guard

- Provided operational weather support to Air Force, Army, Reserve, Guard and other DoD customers in the form of Mission Execution Forecasts (MEF).
- Analyzed climatic regimes, geography, terrain, weather system characteristics, centralized weather products, and indigenous surface and upper air reports to forecast weather conditions for all parts of mission to include takeoff, route, target and landing for locations worldwide.
- Advised senior staff officers and mission commanders of possible weather impact and provides assistance in making go/no go weather decisions for impending air and ground operations.
- Evaluated records and transmitted surface weather observations.
- Operated atmospheric instruments, weather radar and meteorological computer workstations, and utilizes satellite imagery and products provided by military, national, and international weather agencies.
- Issued advisories, watches, and warnings to alert users of dangerous or inclement weather.
- Identified, evaluated, and monitored significant weather developments, especially as they present potential impacts on critical flight operations.
- Identified and evaluated data sources for applicability and quality; operating communications and meteorological equipment to perform automated and interactive point selection; and initiates computer generated graphic sequences to accurately load, evaluate and display meteorological charts, alphanumeric data and statistical model output.
- Solved a variety of meteorological problems with other production personnel.

Anesthesia Tech

2011-Present

Iowa Methodist Medical Center, Des Moines, IA

- Assisted Anesthesiologists during examinations and procedures such as open heart surgery and traumas.
- Obtained patient vital signs, to include height, weight, blood pressure, temperature, pulse and respiration.
- Performed phlebotomy and inserting IV's and arterial lines.
- Explained test procedures to patients.
- Monitor and troubleshooting of anesthesia machines before, during, and after procedures.

Biological Science Teacher

2006-2010

Des Moines Christian Schools, Urbandale, IA

- Prepared and taught lessons in Biology, Anatomy and Physiology classes in a High School setting.
- Developed programs to educate students on the different careers in medicine.

Science and Algebra Teacher

2005-2006

Woodward Granger High School, Woodward, IA

- Prepared and taught lessons in Biology, Anatomy and Physiology and Algebra I in a High School setting.
- Coached various grade level sports

Cardiovascular Technician

1999-2003

Mercy Medical Center, Des Moines, IA

- Under direct supervision of the physician, prepares patients, assembles and operates hemodynamic and electrophysiologic equipment during interventional and diagnostic procedures
- Assists physician in performing invasive procedures. Performs related radiographic/fluoroscopic imaging techniques to demonstrate catheter location, position and document findings
- Work with physicians during electrophysiology tests, which locate abnormal electrical impulses in the heart tissue

AWARDS:

Graduated Cum Laude

National Honor Society for 2 year colleges

Air Force Achievement Medal

Air Reserves Forces Meritorious Service Medal (2)

ACE

CERTIFICATIONS:

CPR

FIRST AID

BCLS/ACLS

BOARD OF EDUCATIONAL EXAMINERS TEACHER LICENSE

SOFTWARE:

Microsoft Word, Excel, Office Suite, and Outlook
Adobe Acrobat and Photoshop



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Second consideration of an Ordinance repealing Chapter 145 - Manufactured and Mobile Homes, Chapter 146 – Mobile Home Parks, and Chapter 164 – Small Wind Energy Conversion Systems.

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments: 1. Ord repealing Chpts 145, 146, 164

ORDINANCE NO. 2021 - _____

**AN ORDINANCE REPEALING CHAPTER 145 - MANUFACTURED AND
MOBILE HOMES, CHAPTER 146 – MOBILE HOME PARKS, AND
CHAPTER 164 – SMALL WIND ENERGY CONVERSION SYSTEMS**

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

Section 1. Chapter 145, Manufactured and Mobile Homes, of the Code of Ordinances of the City of Indianola, Iowa be and is hereby by deleted in its entirety.

Section 2. Chapter 146, Mobile Home Parks, of the Code of Ordinances of the City of Indianola, Iowa be and is hereby by deleted in its entirety.

Section 3. Chapter 164, Small Wind Energy Conversion Systems, of the Code of Ordinances of the City of Indianola, Iowa be and is hereby by deleted in its entirety.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 5. 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



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Public Hearing on the proposed amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.

Introduction:

Background: As the Council will recall, at its meeting on July 19, 2021, a Public Hearing was set for August 16, 2021, on proposed Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa. At that meeting, the Council also set a consultation meeting with the affected taxing jurisdictions (Warren County and the Indianola School District) for July 26, 2021 at 10 AM. That meeting was held, and no taxing jurisdictions attended.

Discussion:

Budget Impact:

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan.

Introduction:

Background: As the Council is aware, the City is working with a few existing businesses regarding proposed expansion projects for their existing businesses.

Discussion: To help facilitate these expansion projects, the City proposes Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area. In summary, the proposed amendment does two things:

1. Adds a development agreement with Cemen Tech, Inc. as an eligible urban renewal project.
2. Removes property owned by DeYarman Properties LLC from the Hillcrest/Downtown Unified Urban Renewal Plan. This is necessary as the sunset of this property within the Hillcrest/Downtown Unified Urban Renewal Plan is in 2025, and a development agreement is proposed that would expire after 2025. (Amendment No. 5 is proposed to add this property back into the Hillcrest/Downtown Unified Urban Renewal Plan)

A consultation meeting with the affected taxing jurisdictions (Warren County and the Indianola School District) was held on July 26, 2021 at 10 AM, and the minutes of that meeting are attached.

It should be noted that at this time, the Council is only amending the Hillcrest/Downtown Unified Urban Renewal Plan. Formal action on any associated development agreement with the noted expansion projects will occur later.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Amend No. 4 to Unified URP - Authorizing Resolution (01911951x7F7E1)
2. URA Amendment Consultation Meeting Memo, 26 July 2021
3. Amendment No 4 - Final (01904911x7F7E1)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

August 16, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposed Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan

IMPORTANT INFORMATION

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

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

August 16, 2021

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan, the Mayor first asked for the report of the City Clerk, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Clerk, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN

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

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

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

WHEREAS, the Unified Plan has subsequently been amended three times, lastly by Amendment No. 3 in 2020; and

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

HILLCREST ORIGINAL URBAN RENEWAL AREA

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

HILLCREST AMENDMENT NO. 1 SUBAREA

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

HILLCREST AMENDMENT NO. 2 SUBAREA

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

HILLCREST AMENDMENT NO. 3 SUBAREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HILLCREST AMENDMENT NO. 4 SUBAREA

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

AND

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

AND

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

AND

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

AND

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

AND

Parcel "J"

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

AND

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

AND

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

AND

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

AND

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

AND

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

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

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

AND

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

AND

Parcel 1:

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

AND

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

Parcel 2:

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

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

Parcel 3:

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

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

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

AND

The North 50 feet of the South Half (S $\frac{1}{2}$) of the following described real estate: Beginning 33 feet East and 238 $\frac{1}{2}$ feet North of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 76 North, Range 23 West of the 5th P.M. of Iowa, in Indianola, Iowa, thence North 306 feet, thence East 208 $\frac{1}{2}$ feet, thence South 306 feet, thence West 208 $\frac{1}{2}$ feet to the place of beginning:

AND

The N $\frac{1}{2}$ of the following described real estate: Beginning at a point 33 feet East and 238 $\frac{1}{2}$ feet North of the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Iowa, in Indianola, Iowa thence North 306 feet, thence East 208 $\frac{1}{2}$ feet thence South 306 feet, thence West 208 $\frac{1}{2}$ feet to the place of beginning.

AND

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

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat 1 and except Parcel P and except parcel Q.

AND

Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 76, Range 23 except Sunset Terrace Plat 1 and except Hulen's Subdivision and except the east 110' of the North 250' of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as: Beginning at the West $\frac{1}{4}$ corner of said Section 19, thence S87 36'50"E along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin.

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

AND

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

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

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

AND

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

AND

Parcels A and C of Berry's Outlot 5

AND

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

AND

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

AND

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

AND

All of the Wal-Mart Subdivision

AND

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

AND

DOWNTOWN ORIGINAL URBAN RENEWAL AREA

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

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

DOWNTOWN AMENDMENT NO. 1 SUBAREA

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

DOWNTOWN AMENDMENT NO. 2 SUBAREA

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

thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW ¼ of the SW ¼ of Section 26, Township 76 North, Range 24; The West 150' of the NW ¼ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3, 4 and 5 of the Newsome Subdivision; The West 677.6' of the SW ¼ of the SW ¼, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE ¼ of the SE ¼ of Section 22, Township 76 North, Range 24; The East 150' of the NE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24; The east 660' of the SE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24, The N ½ of the SE ¼ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East ½ of the SE ¼ of the SE ¼ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE ¼ of the NE ¼ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE ¼ of the NE ¼ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW ¼ of the SW ¼ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE ¼ of SW ¼ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW ¼ of the SW ¼ Section 26, Township 76 North, Range 24; The West 430' of the NW ¼ of the NW ¼ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW ¼ of the NW ¼ Section 35, Township 76 North, Range 24 which lies within the corporate limits except for Deer Run Subdivision Plat 2: Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition; Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

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

UNIFIED AMENDMENT NO. 1 SUBAREA

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

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

UNIFIED AMENDMENT NO. 2 SUBAREA

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

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

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

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

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

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

UNIFIED AMENDMENT NO. 3

No land added or removed.

WHEREAS, a proposed Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove land from the Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 4 removes the following land from the Urban Renewal Area:

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

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 4; and

WHEREAS, by resolution adopted on July 19, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 4 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 be sent to all affected taxing entities; and

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

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 4 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Indianola Record Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of the City of Indianola, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

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

b) The Plan, as amended, and Amendment No. 4 conform to the general plan for the development of the City as a whole; and

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

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

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

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

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

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

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development

of the City in accordance with sound planning standards and local community objectives.

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

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

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 4 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Warren County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 16th day of August, 2021.

Mayor

ATTEST:

City Clerk

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

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

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

City Clerk, City of Indianola, State of Iowa

(SEAL)

01911951-1\13538-166



— CERK/FINANCE DEPARTMENT —

26 July 2021

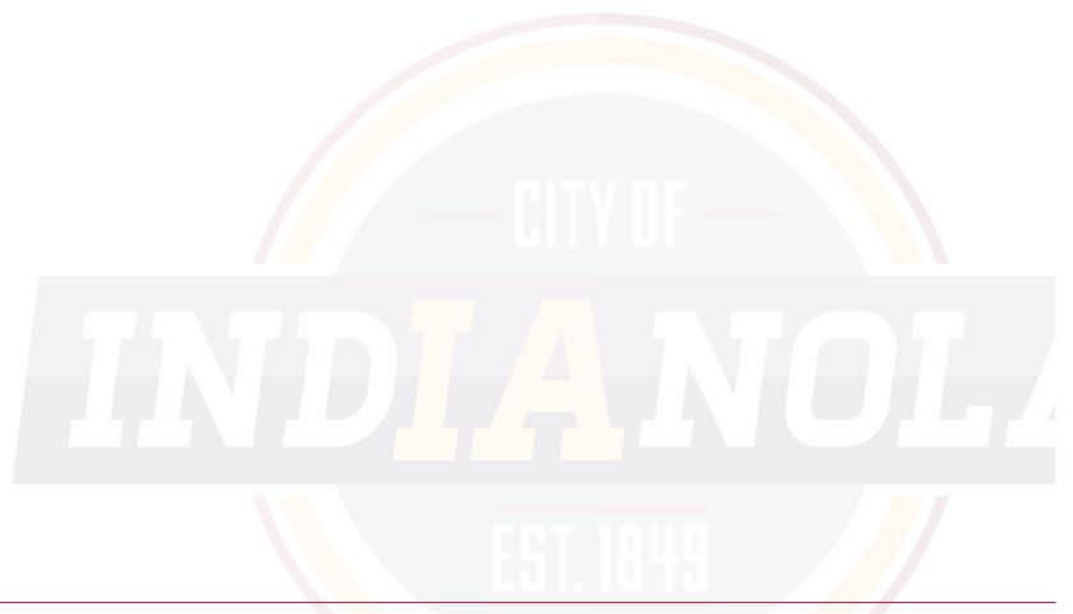
To: File

From: Andrew J. Lent

Re: Urban Renewal Plan Amendment Consultation Meeting

A Consultation Meeting was held at 10:00 AM on July 26, 2021 in the Indianola City Council Chambers, 110 N 1st Street, Indianola, Iowa. This meeting was to consult any taxing entities within the Indianola Unified Downtown Urban Renewal Area concerning the proposed Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Area currently under consideration.

In attendance was Andrew Lent, City Clerk/CFO. No other taxing entities were present.



AMENDMENT NO. 4

TO

**HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

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

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

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

**AMENDMENT NO. 4
TO THE
HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN
CITY OF INDIANOLA, IOWA**

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

The City is further amending the Unified Plan with the adoption of this Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment") to remove land from the Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Unified Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Unified Plan.

DESCRIPTION OF URBAN RENEWAL AREA

The legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit "A." A map of the property being removed by Amendment No. 4 is attached hereto as Exhibit "B." A map of the Hillcrest/Downtown Unified Urban Renewal Area, as amended by this Amendment No. 4, is attached hereto as Exhibit "C."

AREA DESIGNATION

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

DEVELOPMENT PLAN/ZONING

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

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

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

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous Urban Renewal Projects have previously been approved and are continuing. Such projects are not listed in this Amendment but may consist of a variety of urban renewal projects. This Amendment does not alter the description of those previously approved Projects.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 4)

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

1. Development Agreements:

A. *Cemen Tech, Inc. (or related entities):* The proposed urban renewal project anticipates Cemen Tech, Inc. (or a related entity) constructing a new building and renovating an existing building. Construction is expected to be completed in 2022. It is estimated that total construction costs for the building will be approximately \$1,500,000 and will result in the creation or retention of jobs in the City. The City expects to make annual grants to Cemen Tech, Inc. in the form of rebates of incremental taxes generated by the project. The cost of such grants shall not exceed \$215,000 and will be subject to the terms and conditions of a detailed development agreement with both parties.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL DATA

1.	July 1, 2021 constitutional debt limit:	\$53,320,144
2.	Current outstanding general obligation debt:	\$12,705,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Eligible Urban Renewal Project (Amendment No. 4) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 4 are	\$240,000 (Note: The above does not include debt service or financing costs).

	estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Eligible Urban Renewal Project (Amendment No. 4) as described above will be approximately as indicated in the adjacent column:	
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URBAN RENEWAL PLAN AMENDMENTS

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

EFFECTIVE PERIOD

This Amendment No. 4 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Unified Urban Renewal Plan, any prior amendment, resolution, or document, the Unified Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Code of Iowa. The division of revenues shall continue on the Urban Renewal Area, including all amendment areas or subareas, for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

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

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

EXHIBIT A

**LAND TO BE REMOVED BY AMENDMENT NO. 4 TO THE
HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA**

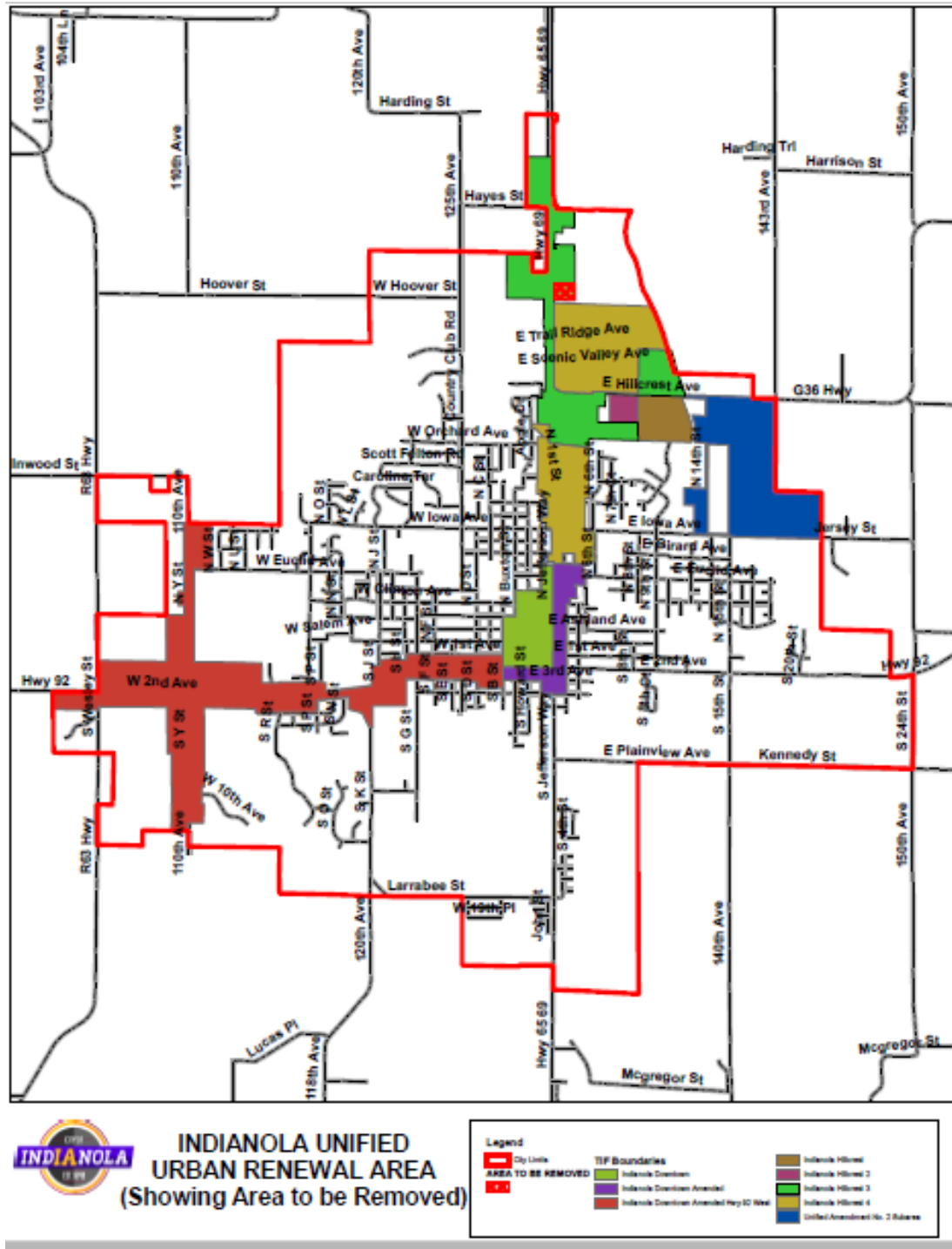
The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in
Warren County, Iowa

EXHIBIT B

MAP OF PROPERTY BEING REMOVED BY AMENDMENT NO. 4



**HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA,
AS AMENDED BY AMENDMENT NO. 4**



01904911-1\13538-166



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Consideration of an Ordinance to revise the collection of tax increment revenues within the Urban Renewal Area, as amended and as part of adopting amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.

Recommendation: Roll call is in order.

Attachments: 1. Amend No. 4 to Unified URP - Ordinance (01911959x7F7E1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, AND 1616, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA **(AMENDMENT NO. 4 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN)**

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

WHEREAS, territory now has been removed from the Hillcrest/Downtown Unified Urban Renewal Area through the adoption of Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan; and

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

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

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

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

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

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

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

b) Hillcrest Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 14-98 on October 19, 1998, and described in Ordinance No. 1137, which includes the lots and parcels located within the area legally described as follows:

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

c) Hillcrest Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 9-01 on September 4, 2001, and described in Ordinance No. 1218, which includes the lots and parcels located within the area legally described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AND

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

AND

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

AND

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

AND

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

AND

Parcel "J"

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

AND

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

AND

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

AND

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

AND

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

AND

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

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

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

AND

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

AND

Parcel 1:

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

AND

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

Beginning, EXCEPTING therefrom the South 30 feet thereof AND EXCEPTING therefrom the North 108.5 feet thereof.

Parcel 2:

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

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

Parcel 3:

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

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

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

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

AND

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

AND

Parcels A and C of Berry's Outlot 5

AND

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

AND

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

AND

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

AND

All of the Wal-Mart Subdivision

AND

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

f) Downtown Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Downtown Urban Renewal Plan for the Downtown Urban Renewal

Area approved by Resolution No. 8-01 on September 4, 2001, and described in Ordinance No. 1217, which includes the lots and parcels located within the area legally described as follows:

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

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

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

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

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

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

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

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

Beginning at a point 269.5' North of the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19-76-23 thence North along the West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to the Northeast corner of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-

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

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

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

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

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

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa (Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

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

k) Unified Amendment No. 3 did not add or remove land.

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

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

m) Amended Area means that portion of the City of Indianola, State of Iowa, included within the Urban Renewal Area, as amended, which Amended Area includes the lots and parcels located within the area legally described in Sections (a) - (l) above.

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

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

As to Hillcrest Amendment No. 1 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1997, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1137, minus the assessed value on the assessment roll as of January 1, 1997 for the property removed by Amendment No. 1 to the Unified Plan.

As to Hillcrest Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2000, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1218.

As to Hillcrest Amendment No. 3 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance Nos. 1322 and 1336, minus the assessed value shown

on the assessment roll as of January 1, 2004 for the property removed from the Hillcrest Amendment No. 3 Subarea by Amendment No. 4 to the Unified Plan and this Ordinance.

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

As to the Downtown Original Urban Renewal Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2000, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the first calendar year in which the City certified to the county auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described in Ordinance No. 1217.

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

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

As to the Unified Amendment No. 1 Subarea, base period taxes shall be reduced due to the removal of area from the Hillcrest Amendment No. 1 Subarea.

As to the Unified Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1616.

As to the Unified Amendment No. 4 Subarea, base period taxes shall be reduced due to the removal of area from the Hillcrest Amendment No. 3 Subarea.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Indianola, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa,(but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the

payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

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

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area, as amended, under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, and 1616. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2021, signed by the Mayor on _____, 2021, and published in the Indianola Record Herald on _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01911959-1\13538-166



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Resolution setting dates of a consultation and a Public Hearing on a proposed Amendment Number 5 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa. (after other Hillcrest items on agenda)

Introduction:

Background: As the Council is aware, the City is working with a few existing businesses regarding proposed expansion projects for their existing businesses. To help facilitate these expansion projects, Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area has been proposed with possible action at the Council August 16 meeting. Amendment No. 4 removes property from the Hillcrest/Downtown Unified Urban Renewal Area, as this area is set to sunset in 2025. To further facilitate this process, amendment No. 5 is necessary to add the property back in.

It is requested that the Council set a consultation meeting with the affected taxing jurisdictions (Warren County and the Indianola School District) for August 23, 2021 at 10 AM and a Public Hearing date on this matter for the September 20, 2021 City Council Meeting at 6:00 PM.

It should be noted that at this time, the Council is simply being asked to set the consultation meeting and public hearing dates. Formal action on the amendment and any associated development agreement with the noted expansion project will occur at a later date.

Discussion:

Budget Impact:

Recommendation: Staff recommends a Public Hearing date on this matter be set for the September 20, 2021 City Council Meeting at 6:00 PM.

Attachments:

1. Amend No. 5 to Unified URP - Resolution Setting Dates
2. Amendment No. 5 to Unified Hillcrest-Downtown UR Plan

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

August 16, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 5 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.

IMPORTANT INFORMATION

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

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

August 16, 2021

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 5 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN IN THE CITY OF INDIANOLA, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 5
TO THE HILLCREST/DOWNTOWN UNIFIED URBAN
RENEWAL PLAN IN THE CITY OF INDIANOLA, STATE OF
IOWA

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

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

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

WHEREAS, the Unified Plan has subsequently been amended four times, lastly by Amendment No. 4 in 2021; and

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

HILLCREST ORIGINAL URBAN RENEWAL AREA

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

HILLCREST AMENDMENT NO. 1 SUBAREA

Beginning at a point 269.5' North of the Southeast corner of the NW 1/4 of the SE 1/4 of Section 19-76-23 thence North along West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980'

to East Corporate Limits; thence South along East Corporate Limits line within Section 20 a distance of 3,300', thence East along East Corporate Limits line 660' to East line of the NW 1/4 SW 1/4 of 20-76-23, thence South along corporate limits line to the center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N 00-05'-00" E) 269.5', thence West (N 00-08'-00" W) 165' to point of beginning. (Area includes Indianola Industrial Park Plats 1 & 2 and additional property.)

HILLCREST AMENDMENT NO. 2 SUBAREA

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

HILLCREST AMENDMENT NO. 3 SUBAREA

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

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

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

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

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

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

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

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

Part of the SE 1/4 SE 1/4 of Section 12-76-24 described as follows: Beginning 450' West of the SE Corner of said Section 12, thence West 242', thence North 120',

thence East 242', thence South 120' to the point of beginning including all adjacent Public Right of Way and Road Easements of record.

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

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

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

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

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

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

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

HILLCREST AMENDMENT NO. 4 SUBAREA

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

AND

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

AND

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

AND

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

AND

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

AND

Parcel "J"

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

AND

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

AND

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

AND

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

AND

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

AND

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

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

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

AND

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

AND

Parcel 1:

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

AND

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

Parcel 2:

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

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

Parcel 3:

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

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

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

A tract of land located in the SW ¼ of the NW ¼ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as: Beginning at the West ¼ corner of said Section 19, thence S87 36'50"E along the South line of the SW ¼ of the NW ¼ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin. Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an

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

AND

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

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

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

AND

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

AND

Parcels A and C of Berry's Outlot 5

AND

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

AND

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

AND

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

AND

All of the Wal-Mart Subdivision

AND

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

AND

DOWNTOWN ORIGINAL URBAN RENEWAL AREA

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

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

DOWNTOWN AMENDMENT NO. 1 SUBAREA

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

DOWNTOWN AMENDMENT NO. 2 SUBAREA

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

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

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

UNIFIED AMENDMENT NO. 1 SUBAREA

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

Beginning at a point 269.5' North of the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19-76-23 thence North along the West line until said line intersects

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

UNIFIED AMENDMENT NO. 2 SUBAREA

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

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

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

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

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

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

UNIFIED AMENDMENT NO. 3
No land added or removed.

UNIFIED AMENDMENT NO. 4 SUBAREA
(REMOVED the following property from the Urban Renewal Area)

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

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 5 adds the following land to the Urban Renewal Area:

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

AND

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

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

65/69; thence North 00°05'43" East along the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69, a distance of 100.06 feet to the Point of Beginning, containing 3.02 Acres, subject to all easements, covenants and restrictions.

AND

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

AND

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

AND

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

AND

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

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 5 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 5 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 5 required by Section 403.5(2), Code of Iowa, as amended, shall be held on August 23, 2021, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 10:00 A.M., and the Director of Community

& Economic Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 5, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF INDIANOLA, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 5 TO THE
HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL
PLAN FOR THE CITY OF INDIANOLA, STATE OF IOWA

The City of Indianola, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on August 23, 2021, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed Amendment No. 5 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, a copy of which is attached hereto.

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

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Community & Economic Development, or his delegate, as the designated representative of the City of Indianola, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 5 to the Hillcrest/Downtown Unified Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 5 before the City Council at its meeting which commences at 6:00 P.M. on September 20, 2021, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa.

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

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 5 TO THE
HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL
PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF
INDIANOLA, STATE OF IOWA

The City Council of the City of Indianola, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 P.M. on September 20, 2021 in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, to consider adoption of a proposed Amendment No. 5 to the Hillcrest/Downtown Unified Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Indianola, State of Iowa.

Amendment No. 5 **adds** land to the Hillcrest/Downtown Unified Urban Renewal Area as follows:

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

AND

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

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

AND

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

AND

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

AND

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

AND

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

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

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

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 5 would add land to the Urban Renewal Area and add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

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

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

Dated this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 5, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 5 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 16th day of August, 2021.

Mayor

ATTEST:

City Clerk

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

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

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

City Clerk, City of Indianola, State of Iowa

(SEAL)

01920596-1\13538-168

AMENDMENT NO. 5

TO

**HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

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

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

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

**AMENDMENT NO. 5
TO THE
HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

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

The City is further amending the Unified Plan with the adoption of this Amendment No. 5 to the Plan (“Amendment No. 5” or “Amendment”) to add land to the Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment No. 5, the provisions of the Unified Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 5 shall control. Any subsections not mentioned in this Amendment No. 5 shall continue to apply to the Unified Plan, as previously amended.

DESCRIPTION OF URBAN RENEWAL AREA

The property being added to the Urban Renewal Area by this Amendment No. 5 may be referred to as the Amendment No. 5 Subarea. The legal description of the property being added to the Urban Renewal Area is attached hereto as Exhibit “A.” A map of the property being added by Amendment No. 5 is attached hereto as Exhibit “B.” A map of the entire Hillcrest/Downtown Unified Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

BASE VALUE

If a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district on all or a portion of the Amendment No. 5 Subarea, then the “base value” (for the purposes of Tax Increment Financing) for the applicable portion of the Amendment No. 5 Subarea shall be the assessed value as of January 1 of the calendar year preceding the year in which the property is added to the applicable TIF ordinance. It may be that more than one ordinance will be adopted on the separate portions of the Amendment No. 5 Subarea, in which case there may be multiple frozen base values within the Amendment No. 5 Subarea. Nothing in this Amendment otherwise affects other already established frozen base values for any other Subarea.

AREA DESIGNATION

The Amendment No. 5 Subarea is appropriate for economic development (commercial and industrial development) and the Urban Renewal Area, as amended, continues to be an economic development (commercial and industrial development) area. This Amendment makes no change to the designation.

DEVELOPMENT PLAN/ZONING

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

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

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

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous Urban Renewal Projects have previously been approved and are continuing. Such projects are not listed in this Amendment but may consist of a variety of urban renewal projects. This Amendment does not alter the description of those previously approved Projects.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 5)

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

1. Development Agreements:

A. *Deyarman Properties, LLC. (or related entities):* This proposed urban renewal project anticipates Deyarman Properties, LLC (or a related entity) demolishing an existing structure and constructing a new 4,800 square foot showroom building. Construction is expected to be completed in 2022. It is estimated that total construction costs for the building will be approximately \$4,033,9080. The new facility will be operated by DeYarman Ford Indianola, Inc (or a related entity) who will create or retain jobs in the City. Pursuant to the terms and conditions of a detailed development agreement among the parties, the City expects to make annual grants to DeYarman Properties, LLC or DeYarman

Ford Indianola, Inc in the form of rebates of incremental taxes generated by the project. The cost of such grants shall not exceed \$553,962.

2. Willowcrest Avenue Extension: The City anticipates extending Willowcrest Avenue from approximately Jefferson Way to Summerset Trail in the next 5-10 years. The project is expected to include new paved roadway, sidewalks, and related public infrastructure extensions and/or installations (such as water main extensions). This street extension will promote economic development in the Urban Renewal Area by facilitating development in an area that the City's Comprehensive Plan (Elevate Indianola) has identified for Regional Mixed Use, which includes retail, office, restaurants, bars, personal and business services, and similar commercial uses, generally of a large scale. Accordingly, this project is expected to attract numerous businesses to this area within the Urban Renewal Area and, in turn, create jobs and income through new business operations in the area. The anticipated costs for this project are \$5,000,000.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL DATA

1.	July 1, 2021 constitutional debt limit:	\$53,320,144
2.	Current outstanding general obligation debt:	\$12,705,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Eligible Urban Renewal Project (Amendment No. 5) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 5 are estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Eligible Urban Renewal Project (Amendment No. 5) as described above will be approximately as indicated in the adjacent column:	\$5,578,962 (Note: The above does not include debt service or financing costs).

URBAN RENEWAL PLAN AMENDMENTS

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

EFFECTIVE PERIOD

This Amendment No. 5 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

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

REPEALER AND SEVERABILITY CLAUSE

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

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

EXHIBIT A

**LAND TO BE ADDED BY AMENDMENT NO. 5 TO THE HILLCREST/DOWNTOWN
UNIFIED URBAN RENEWAL AREA**

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

AND

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

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

AND

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

AND

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

AND

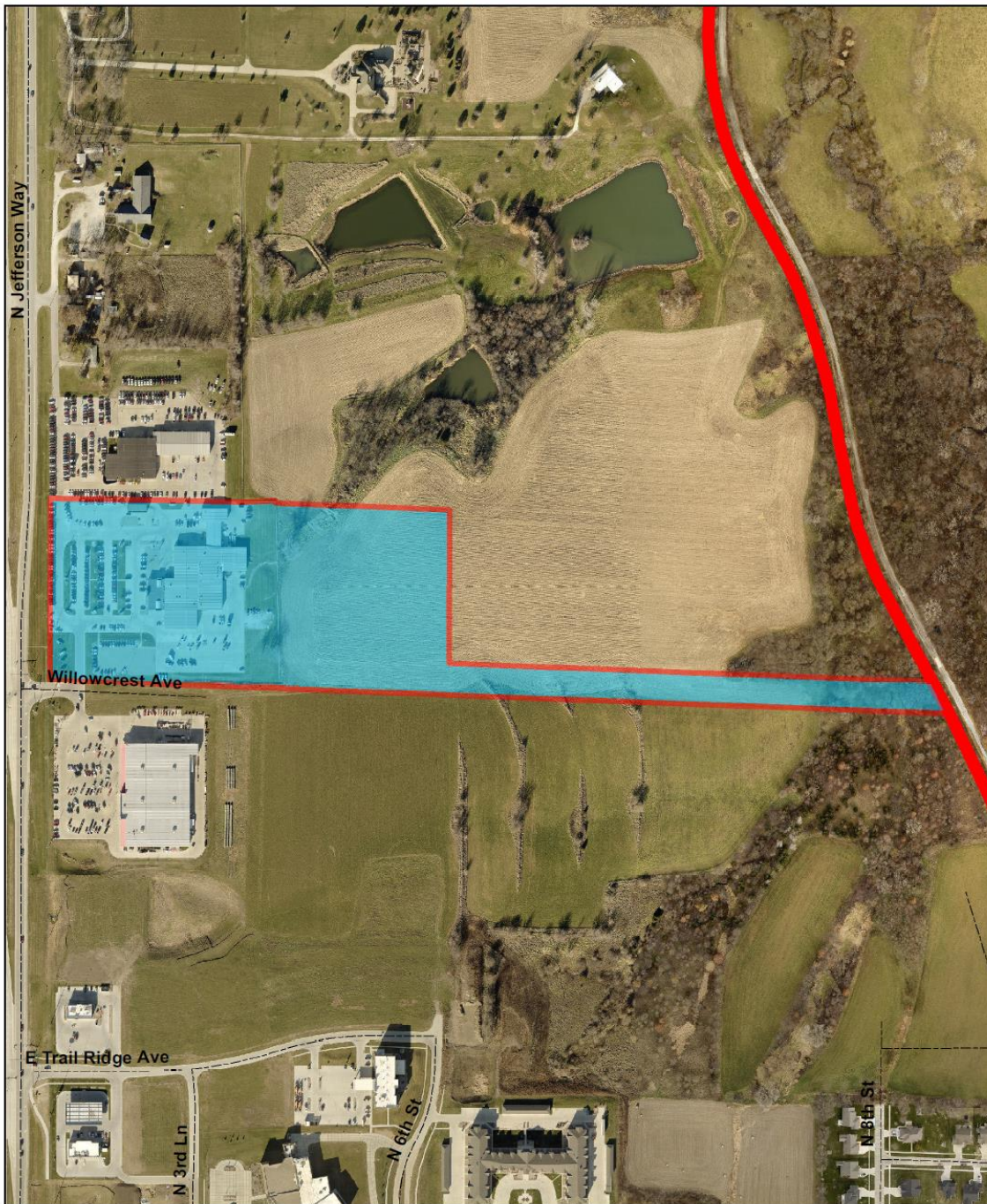
The North 100' of the Northeast Quarter of the Southwest Quarter, except for the DeYarman Park Minor Subdivision, of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa

AND

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

EXHIBIT B

MAP OF PROPERTY BEING ADDED BY UNIFIED AMENDMENT NO. 5

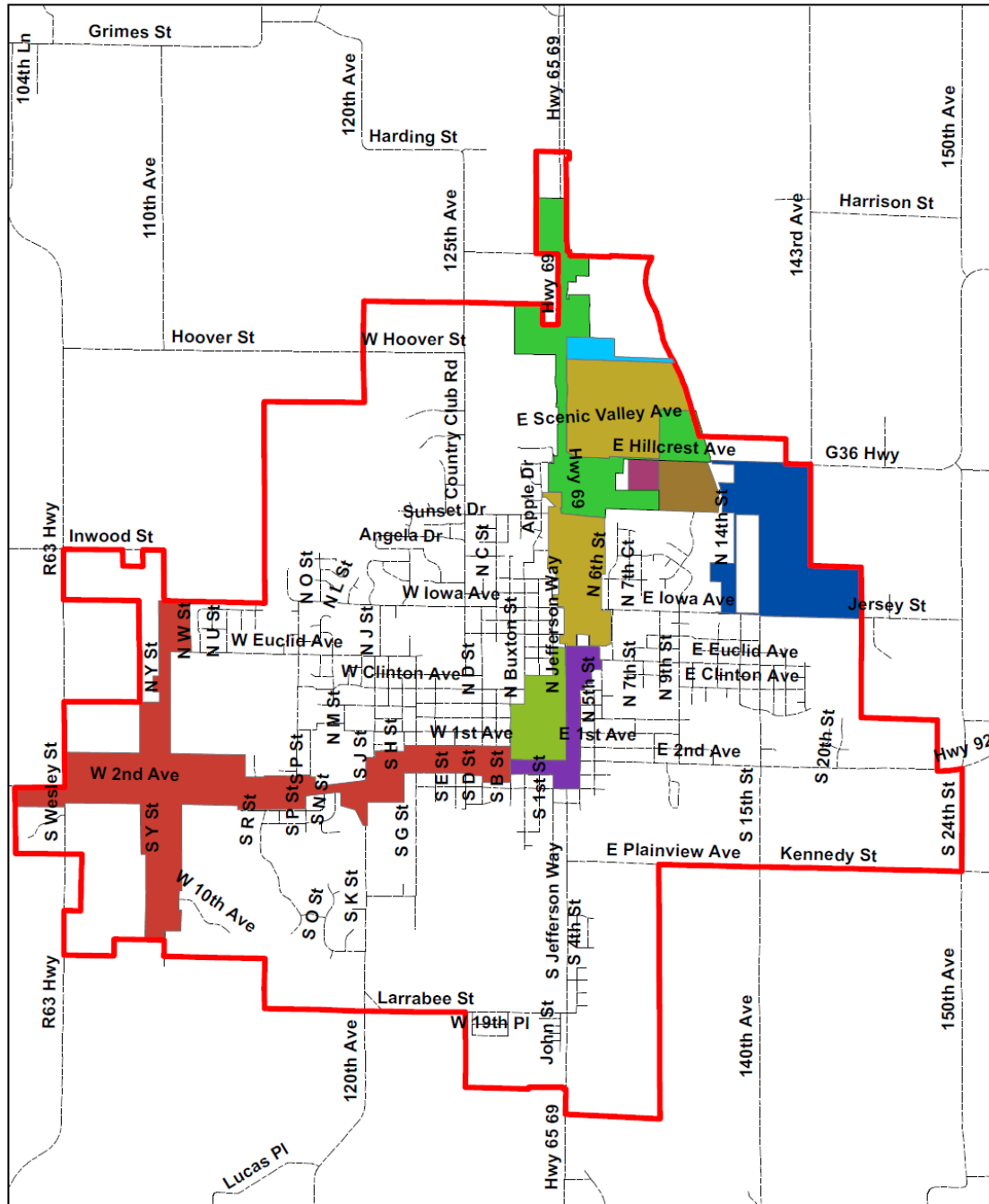


INDIANOLA UNIFIED
URBAN RENEWAL AREA
(Showing Property to be Added)

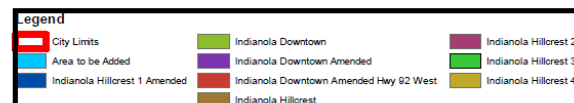
Legend

-  Area to be Added
-  City Limits

**HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA,
AS AMENDED BY UNIFIED AMENDMENT NO. 5**



**INDIANOLA UNIFIED
URBAN RENEWAL AREA
(Showing Area to be Added)**



01905458-2\13538-168



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: August 16, 2021
Subject: Urban Revitalization Plan

Introduction:

Background: As the Council is aware, during the 2021 legislative session, House File 418, which removed the multi-residential property tax assessment classification, was signed into law by Governor Reynolds and will go into effect for property assessments beginning January 1, 2022. This legislation was proposed by the Iowa Department of Revenue, in part, because the multi-residential property and residential property rollbacks are equalizing as of January 1, 2022.

As such, to help eliminate confusion with the existing multi-residential exemption categories in the existing Urban Revitalization Plan, it is necessary to amend the Urban Revitalization Plan to remove the multi-residential exemption and combine it into the residential exemption.

Discussion:

Budget Impact:

Recommendation:

Attachments:

1. Amend No. 1 to A R Urban Revit - Authorizing Resolution (01909933x7F7E1)
2. Amend No. 1 to A R Urban Revit Plan - Draft 6-29-21 (01905629x7F7E1)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

August 16, 2021

6:00 P.M.

Amended and Restated 1998 Citywide Urban Revitalization Plan

- Public hearing on the matter of the adoption of Amendment No. 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan for the Citywide Urban Revitalization Area
- Resolution adopting the proposed Amendment No. 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan for the Citywide Urban Revitalization Area

IMPORTANT INFORMATION

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

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

August 16, 2021

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of Amendment No. 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan, the Mayor asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment. The City Clerk reported that _____ written objections had been filed. The Mayor then called for any oral objections to the adoption of the Plan and _____ were made. The public hearing was closed.

Council Member _____ then introduced the following Resolution entitled "RESOLUTION ADOPTING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED 1998 CITYWIDE URBAN REVITALIZATION PLAN FOR THE CITYWIDE URBAN REVITALIZATION AREA," and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION ADOPTING AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED 1998 CITYWIDE URBAN
REVITALIZATION PLAN FOR THE CITYWIDE URBAN
REVITALIZATION AREA

WHEREAS, in 2018, by Resolution No. 2018-132, the City adopted the Amended and Restated 1998 Citywide Urban Revitalization Plan (the "Plan") for the Citywide Urban Revitalization Area (the "Urban Revitalization Area"); and

WHEREAS, by the foregoing action, the Council has determined that the Urban Revitalization Area within the City of Indianola can be revitalized as authorized by Code of Iowa Chapter 404 (the "Act"); and

WHEREAS, in 2021, the Iowa legislature adopted legislation to eliminate the multiresidential property assessment classification starting January 1, 2022, and consequently many of the properties previously assessed as "multiresidential" will be reclassified as a subdivision of "residential" properties and corresponding changes will be made to the Act; and

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment") has been prepared, the purpose of which is to (i) modify the exemption schedules under the Plan with respect to properties assessed as multiresidential or commercial that have three or more dwelling units on or after January 1, 2022, and (ii) clarify property owners' options for applying under the Plan as either seeking prior approval for a proposed improvement project or applying after the improvements are first assessed; and

WHEREAS, after published notice was given, as required by the Act, the City Council held a public hearing at its meeting on August 16, 2021, on the Amendment and considered all objections, comments, and evidence presented.

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

Section 1. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amendment.

Section 2. That the Amendment, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan for the City of Indianola, State of Iowa," and that the Amendment is hereby in all respects approved. The City Clerk is hereby directed to file a certified copy of the Amendment, along with a copy of this Resolution, with the Recorder for Warren County, Iowa, to be recorded, and with the Assessor for Warren County, Iowa.

Section 3. That, notwithstanding any resolution, ordinance, plan, amendment, or other documents, the Amendment shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan, as amended.

Section 4. That all other provisions of the Plan not affected or otherwise revised by the Amendment are hereby ratified, confirmed, and approved in all respects, and 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 16th day of August, 2021.

Mayor

ATTEST:

City Clerk

ATTACH AMENDMENT NO. 1
LBELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

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

City Clerk, City of Indianola, State of Iowa

(SEAL)

01909933-1\13538-169

AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED 1998 CITYWIDE URBAN REVITALIZATION PLAN
FOR THE
1998 CITYWIDE URBAN REVITALIZATION AREA

City of Indianola, Iowa

INTRODUCTION

The City of Indianola, Iowa (“City”) adopted the Amended and Restated 1998 Citywide Urban Revitalization Plan (“Plan”) for the 1998 Citywide Urban Revitalization Area (the “Urban Revitalization Area” or “Area”) by action of the City Council on July 16, 2018. The Plan was adopted to promote the revitalization of properties in the Area, by providing tax abatement on eligible improvements on properties assessed as commercial, residential, or multiresidential.

In 2021, the Iowa legislature adopted legislation to eliminate the multiresidential property assessment classification. Because of this legislation, after January 1, 2022, many of the properties previously assessed as “multiresidential” will be reclassified as “residential” properties under the new Iowa Code Section 441.21(14)(a). Accordingly, the City is amending the Plan with the adoption of this Amendment No. 1 to the Plan (“Amendment” or “Amendment No. 1”) to clarify the eligibility of properties assessed as multiresidential or commercial prior to January 1, 2022 that have three or more separate living quarters with at least seventy-five percent of the space used for residential purposes. This Amendment No. 1 also makes changes clarifying the application process under the Plan.

Except as modified by this Amendment No. 1, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein. All subsections of the Plan not mentioned in this Amendment shall continue to apply to the Plan and the Area. In case of any conflict or uncertainty, the terms of this Amendment No. 1 shall control and any parts of the Plan in conflict with this Amendment No. 1 are hereby repealed.

AMENDMENTS TO PLAN

1. The first paragraph of Section F of the Plan, describing eligible properties under the Plan, is hereby repealed and replaced in its entirety with the following:

The purpose of this Amended and Restated Plan is to stimulate the development of more residential, multi-residential, and commercial buildings, improvements, and uses. Therefore, property tax abatement is made available for new construction and for rehabilitation or additions to existing buildings on residential or commercial property, or on property assessed as multi-residential prior to January 1, 2022, within the Area.

2. Section H of the Plan, providing the available tax exemption schedules under the Plan, is hereby repealed in its entirety and replaced with the following:

H. Tax Exemption Schedules

Residential Property.

All Qualified Real Estate assessed as residential property is eligible to receive an exemption from taxation on a portion of the Actual Value Added by Eligible Improvements.

The exemption is for a period of five (5) years. The amount of the partial exemption is equal to a percent of the Actual Value Added by Eligible Improvements, determined as follows:

First Year – 100%
Second Year – 80%
Third Year – 60%
Fourth Year – 40%
Fifth Year – 20%

Commercial Property.

All Qualified Real Estate assessed as commercial property is eligible to receive an exemption from taxation on a portion of the Actual Value Added by Eligible Improvements.

The exemption is for a period of four (4) years. The amount of the partial exemption is equal to a percent of the Actual Value Added by Eligible Improvements, determined as follows:

First Year – 80%
Second Year – 60%
Third Year – 40%
Fourth Year – 20%

Property Assessed Prior to January 1, 2022 as Multi-residential or Commercial **with** Three or More Living Quarters.

All Qualified Real Estate assessed prior to January 1, 2022, as multi-residential property or commercial property, if the property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes, is eligible to receive an exemption from taxation on a portion of the Actual Value Added by Eligible Improvements.

The exemption is for a period of five (5) years. The amount of the partial exemption is equal to a percent of the Actual Value Added by Eligible Improvements, determined as follows:

First Year – 100%
Second Year – 80%
Third Year – 60%
Fourth Year – 40%
Fifth Year – 20%

3. The second paragraph of Section I of the Plan, defining “Eligible Improvements,” is hereby repealed in its entirety and replaced with the following:

“Eligible Improvements,” as used in this Amended and Restated Plan, include rehabilitation and additions to any existing residential and commercial structures and, prior to January 1, 2022, multi-residential structures. In addition, new construction of residential and commercial structures (and, prior to January 1, 2022, multi-residential structures) on vacant land or on land with existing structures is also eligible for tax abatement. All improvements, in order to be considered eligible, must be completed in conformance with all applicable ordinances and regulations of the City of Indianola, and must be completed during the time the Area is designated as a revitalization area. No abatement will be allowed unless a building permit has been issued by the City with respect to the project for which the abatement is requested.

4. To clarify the application process under the Plan, Sections L and M of the Plan are hereby repealed in their entirety and replaced with the following:

L. Application Procedures and Application Review Process:

Property owners must file an application, on the form provided by the City, for each new exemption claimed. The application shall be filed by the property owner with the City Council by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years to receive an exemption for the total number of years in the applicable exemption schedule, if otherwise eligible for an exemption.

The application shall contain, but not be limited to, the following information:

1. Name of applicant/property owner;
2. Applicant’s complete mailing address and telephone number;
3. Legal description of the property where improvement(s) are made;
4. The nature of the proposed improvement(s);
5. Estimated or actual cost of the improvement(s);
6. The estimated or actual date of completion of the improvement(s);
7. The tax exemption schedule as selected by the owner of the property; and

8. The tenants that occupied the property on the date the City adopted the Original Plan (February 1998).

The City Council shall approve all applications submitted for approval if:

1. The improvements are in conformance with this Plan and all other requirements of City Code, as determined by the City Council; and
2. The property to which the improvements were made is located within the Area; and
3. The eligible improvements were made during the time the Area was designated as a revitalization area under this Plan; and
4. The project has obtained a building permit from the City; and
5. The application meets all other legal requirements; and
6. The property is not located within an urban renewal area; provided, however, if the property is located within an urban renewal area, then the project may be eligible under this Plan only if the City Council determines that allowing such an exemption will not be inconsistent or interfere with any urban renewal plan, project, or related development agreement. If an application under this Amended and Restated Plan is denied by the City Council because the property for which an exemption is requested is within an existing urban renewal area, the owner may reapply for benefits under this Plan for the same property if the property has subsequently been removed from the urban renewal area, provided the property remains in the designated Revitalization Area and all other Plan requirements are met.

All approved applications shall be forwarded to the Warren County Assessor by March 1 for review, pursuant to Section 404.5 of the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the *Code of Iowa*. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

M. Prior Approval of Applications:

Property owners may submit an application seeking prior approval for a tax exemption on a proposed improvement project from the City, prior to completion of the improvements. To submit an application for prior approval, the property owner must select the option to apply for prior approval on the City's form of application. If a property owner selects to apply for prior approval before completion of the improvements, then the property owner will be required to submit a second application for the improvements between January 1

and February 1 of the year in which all value added for the improvement project is first assessed.

The City Council shall give its prior approval, by resolution, if the proposed improvements and application are in conformance with this Plan, including the requirements set forth in Section L of this Plan, above. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the City Council to approve or reject.

Such prior approval shall not entitle the owner(s) to exemption from taxation until the improvements have been completed and found to be qualified for the exemption under this Plan. Upon completion of the improvements described in an application submitted for prior approval, the City Council shall forward the application to the Warren County Assessor by March 1 for review, pursuant to Section 404.5 of the Code of Iowa.

EFFECTIVE DATE OF AMENDMENT

This Amendment No. 1 shall become effective upon adoption by the City Council (“Effective Date”). The Plan, as amended, shall remain in effect until the City Council terminates and repeals the Plan and designating ordinance under the terms of the Plan and the provisions of Iowa Code Chapter 404.

01905629-1\13538-169



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Public Hearing on proposed Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: August 16, 2021

Subject: Resolution adopting Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan.

Recommendation: Staff recommends approval of Amendment Number 1. Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Ryan Waller, City Manager
Date: August 16, 2021
Subject: Resolution approving a development agreement with the Indianola Country Club.

Introduction: Indianola Country Club currently receives and pays for the costs to pump treated sewage water from the City's wastewater treatment plant to the Indianola Country Club for use as irrigation.

Background: In discussions on the new WRRF project, previous City Councils contemplated and supported a similar set-up with the requisite that the Country Club would pay for the cost of the infrastructure.

Discussion: As part of the Trunk Line project, this cost was identified as \$355,447. The Country Club will pay this amount, plus interest, which covers their cost for the project. The Country Club has requested a 10-year agreement, similar to a previous purchase agreement the Club had with the City for the property where the current driving range is. At its June 7 meeting, the City Council directed staff to proceed as originally contemplated and work to prepare the necessary legal documents for formal approval. These materials are attached for the City Council's consideration.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Res 2021- approving development agreement
2. Indianola Country Club Development Agreement

City of Indianola
RESOLUTION NO 2021-_____

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF INDIANOLA, IOWA AND INDIANOLA COUNTRY CLUB**

WHEREAS, the Indianola Country Club currently receives and pays for the costs to pump treated sewage water from the City of Indianola's Wastewater Treatment Plant to the Indianola Country Club for use as irrigation; and

WHEREAS, the construction of the Water Resource Recovery Facility requires the installation of a new trunk line in the amount of \$355,447; and

WHEREAS, the Indianola Country Club seeks to improve its property by the extension of a 6-inch irrigation force main through their property; and

WHEREAS, the City is willing to construct the improvements at its cost and in accordance with the applicable design standards and development requirements of the City; and

WHEREAS, the parties have negotiated a method for completing the improvements wherein the Country Club agrees to reimburse the City for the full cost of the improvements; and

WHEREAS, the City and the Country Club intend to agree upon their respective obligations regarding the improvements as set forth in the Development Agreement as attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Indianola, Iowa hereby approves the terms set forth in the Development Agreement with the Indianola Country Club and
2. The Mayor and City Clerk hereby are authorized and directed to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement.

Passed and approved this 16th day of August 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

DEVELOPMENT AGREEMENT

This Agreement, entered into among the City of Indianola, an Iowa municipal corporation in the State of Iowa (hereinafter referred to as "City") and Indinaola Country Club, an Iowa nonprofit corporation with its principal place of business in the City of Indianola, Warren County, Iowa, (hereinafter referred to as the "Country Club").

WHEREAS, the Country Club owns property locally known as _____, Indianola, Iowa (the "Country Club Property") and the Country Club seeks to improve its property by the extension of a 6-inch irrigation force main through the Country Club Property (the "Improvements");

WHEREAS, the City is willing to construct the Improvements at its cost and in accordance with the applicable design standards and development requirements of the City;

WHEREAS, the parties have negotiated a method for completing the Improvements wherein the Country Club agrees to reimburse the City for the full cost of the Improvements; and

WHEREAS, the City and the Country Club intend to agree upon their respective obligations regarding the Improvements.

NOW, THEREFORE, in consideration of the Recitals, which are a part of this Agreement, and the mutual covenants and Agreements herein contained, the City and the Country Club hereby agree as follows:

1. Improvements. The Country Club understands and agrees that this Agreement only addresses Improvements as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
2. City Responsibility.
 - A. The City agrees to cause to undertake the work set forth in Exhibit A.
 - B. The initial cost of the Improvements undertaken by the City hereunder shall be borne by it.
 - C. The City agrees to submit all plans, specifications and construction drawings to facilitate the planning, construction, and installation of the Improvements to the Country Club prior to commencing the Improvements and that all work to complete the Improvements will be undertaken in accordance with the same. Any changes to the plans, specifications or

construction drawings must be done with the consent of the Country Club. All construction plans are incorporated herein and are made a part hereof.

3. Country Club Responsibility.
 - A. Any permits and/or approvals required for the Improvements from the Iowa Department of Natural Resources shall be the responsibility of the Country Club to obtain prior to construction.
 - B. Upon final acceptance of the Improvements by the City, the City shall invoice and the Country Club shall reimburse the City for the full cost of the Improvements.
4. Estimate of Costs and Payment. The City and the Country Club agree that Exhibit B represents an engineer's estimate of the costs of the Improvements contemplated by this Agreement. Upon acceptance of the Improvements, the Country Club shall make payment to the City in accordance with the Amortization and Payment Schedule set out on Exhibit C.
5. Effluent. The City agrees to fix the effluent water rate paid by the Country Club at \$0.05 per 1,000 gallons for a period of five years from the date of this Agreement with subsequent renewals. There is no limit on the amount of effluent water the Country Club can purchase from the City. However, the City does not guarantee an available supply of effluent water that will meet all of the Country Club's needs. The Country Club will pay the current rate on the electrical charge.
6. City Approval. This Agreement (including all exhibits attached or be attached to this Agreement by reference), is subject to the prior approval of the City Council of the City, as well as the officers of the Country Club and thereafter all parties shall be bound by this Agreement.
7. Power and Authority. Each Party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all required corporation, limited liability company, or regulatory authority, and when executed and delivered, this Agreement constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms.
8. Binding Effect. This agreement shall inure to the benefit of and be binding upon all parties their successors and interests or assigns, if any.
9. Jurisdiction. The parties agree that this Agreement and amendments hereto, if any, shall be governed by the laws of the State of Iowa. The parties consent and agree that the proper venue and jurisdiction relative to the enforcement of the terms, conditions and provisions of this Agreement and amendments hereto, if any, is the Iowa District Court in and for Warren County, Iowa.

10. Running of the Benefits and Burdens. The terms and conditions of this Agreement are binding upon the Country Club and the City, and any future owners, lenders, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Private Parties hereto.

Dated: _____, 2021

INDIANOLA COUNTRY CLUB
an Iowa nonprofit corporation

By: _____

Name (Print): _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF IOWA)
)ss.
COUNTY OF WARREN)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____ of Indianola Country Club, an Iowa nonprofit corporation, to me personally known, who being by me duly sworn, did say that they executed the within and foregoing instrument as their voluntary act and deed.

Notary Public in and for the State of _____

CITY OF INDIANOLA

Pam Pepper, Mayor

Attest:

Andy Lent, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

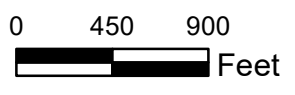
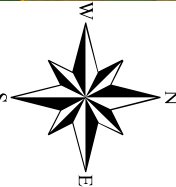
On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Pam Pepper and Andy Lent, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Indianola, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
IMPROVEMENTS

Legend

- UV Building
- Irrigation Route by Indianola - WWTF Contract
- Irrigation Route by Indianola - Trunk Sewer Contract
- Irrigation Route By Indianola (CO#1)
- Proposed Irrigation Route By Country Club
- Warren County Roads
- Warren County Parcels



CHANGE ORDER 1: EXTENSION
OF IRRIGATION LINE ONTO
GOLF COURSE

TRUNK SEWER IRRIGATION
LINE ENDS AT CURRENT
WPCF

FUTURE IRRIGATION LINE
TO POND. (INSTALLED BY
COUNTRY CLUB)

UV DISINFECTION
BUILDING

EXHIBIT B
PROPOSED IMPROVEMENTS COST OPINION

Irrigation Line from WRRF on Grimes St to Current Plant on Hoover St.

Description	Quantity	Unit	Revised Unit Price	Revised Item Price
Irrigation Force Main, New WRRF Site	1675	LF	\$ 20	\$ 33,500
Irrigation Force Main, Trenched Within Trunk Sewer Excavation, Restrained PVC, 6" Diameter	10423	LF	\$ 16.50	\$ 171,980
Irrigation Force Main, Trenched, Restrained PVC, 6" Diameter	392	LF	\$ 45	\$ 17,640
Irrigation Force Main, Trenched, Restrained PVC, 4" Diameter	284	LF	\$ 40	\$ 11,360
Irrigation Force Main, Trenched, Restrained DIP, 6" Diameter	107	LF	\$ 100	\$ 10,700
Air Relief Valves	4	EA	\$ 13,713	\$ 54,852
Fittings, Tracer Wire, Gate Valves	1	LS	\$ 22,999	\$ 22,999
			Total	\$ 323,030

Additional Irrigation Line from Current Plant on Hoover St to Indianola Country Club Property

Description	Quantity	Unit	Unit Price	Item Price
Irrigation Force Main Unrestrained PVC, 6" Diameter	700	LF	\$ 20.00	\$ 14,000.00
6" 45 Bends	6	EA	\$ 382.00	\$ 2,292.00
6" Solid Sleeves	2	EA	\$ 360.00	\$ 720.00
Irrigation Force Main, Open Cut, Restrained PVC, 6" Diameter	60	LF	\$ 45.00	\$ 2,700.00
6" Cap	1	EA	\$ 375.00	\$ 375.00
Revetment	30	EA	\$ 61.00	\$ 1,830.00
Air Release - Direct Bury	1	EA	\$ 10,500.00	\$ 10,500.00
			Total	\$ 32,417.00

Grand Total \$ 355,447

EXHIBIT C
AMORTIZATION AND PAYMENT SCHEDULE

Monday Jul 19, 2021 4:58 PM

Loan Calculator

Calculate Payment Amount

Date Opened	03/05/2021
Loan Amount	355,447.00
Interest Rate	2.00000000%
Days Per Month	Exact
Days Per Year	360
Finance Charges	
Minimum	0.00
Add-On	0.00
Prepaid	0.00
Insurance	
Credit Life	Gross Rate 0.0000%
Accident/Health Standard	Rate 0.0000%

Payments

Type	Mode	Frequency	Date First	Payments	Payment Amount
Regular	Monthly	12	07/01/2022	10	39,885.36

Annual Percentage Rate	2.0270%	Maturity Term	124 Months
Amount Financed	355,447.00	Maturity Date	07/01/2031
Total Finance Charge	43,406.56	Credit Life Premium	0.00
Total of Payments	398,853.56	Accident/Health Premium	0.00
Final Payment Plus Interest	39,885.32		

Seq	Payment Date	Principal	Interest	Balance	Interest Paid	Interest YTD
1	07/01/22	30,347.53	9,537.83	325,099.47	9,537.83	9,537.83
2	07/01/23	33,293.06	6,592.30	291,806.41	16,130.13	6,592.30
3	07/01/24	33,951.96	5,933.40	257,854.45	22,063.53	5,933.40
4	07/01/25	34,656.64	5,228.72	223,197.81	27,292.25	5,228.72
5	07/01/26	35,359.40	4,525.96	187,838.41	31,818.21	4,525.96
6	07/01/27	36,076.41	3,808.95	151,762.00	35,627.16	3,808.95
7	07/01/28	36,799.53	3,085.83	114,962.47	38,712.99	3,085.83
8	07/01/29	37,554.18	2,331.18	77,408.29	41,044.17	2,331.18
9	07/01/30	38,315.69	1,569.67	39,092.60	42,613.84	1,569.67
10	07/01/31	39,092.60	792.72	0.00	43,406.56	792.72

The last payment will vary depending on early/late payments 39,885.32

The undersigned is the holder of a Mortgage dated _____, and recorded _____ in Book _____, on Page _____ of the Warren County records (the “Mortgage”). By consenting to this Development Agreement (“Agreement”), the undersigned, its successors and assigns, consents to the terms and conditions found in the attached Agreement, as well as actions, rights, liabilities, or obligations required hereunder.

By: _____

By:_____

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this _____ of _____, 2021 by _____ and _____ as _____ and _____ respectively of _____ Bank.

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MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: August 16, 2021
Subject: Resolution directing the acceptance of a proposal to purchase \$6,740,000 General Obligation Capital Loan Notes, Series 2021.

Introduction: A Resolution to approve a proposal from D.A. Davidson & Co. to purchase General Obligation Capital Loan Notes, Series 2021.

Background: In February 2021, the Council approved the pre-levy authorization for the 2021 General Obligation (G.O.) Bond Notes in order for the debt service levy for this note series to be in the FY2022 budget. Proceeds from this series will fund improvements on Hillcrest Avenue and K Street. At the August 2, 2021 meeting, the City Council approved the Official Statement that was presented to potential underwriters for this series. Pricing will be received on August 16, 2021 with a proposal to accept the best offer considered by the Council at their regularly scheduled meeting on the same day.

Discussion: None

Budget Impact: The budgetary impact of the Notes will be presented at the August 16, 2021 meeting.

Recommendation: Approval of the Resolution.

Roll call is in order.

Attachments:

1. Indianola (163) - Accept Proposal 2021 GO
2. Indianola (IA) - GO 2021 Note Purchase Agreement

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$6,740,000 General Obligation Capital Loan Notes, Series 2021

- Resolution Directing the Acceptance of a Proposal to Purchase \$6,740,000 General Obligation Capital Loan Notes, Series 2021.

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

August 16, 2021

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

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE \$6,740,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$6,740,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2021

WHEREAS, the City of Indianola, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$6,740,000 as authorized by Sections 384.24A and 384.25, Code of Iowa as amended; and

WHEREAS, a proposed form of Note Purchase Agreement, dated August 16, 2021, has been received from D.A. Davidson & Co. of Des Moines, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal.

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

Section 1. That this City Council does hereby accept the attached proposal of D.A. Davidson & Co. of Des Moines, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to

the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 16th day of August, 2021.

Mayor

ATTEST:

City Clerk

(Attach Copy of Note Purchase Agreement)

STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

(SEAL)

Note Purchase Agreement

City of Indianola, Iowa
\$6,860,000 General Obligation Capital Loan Notes, Series 2021

August 16, 2021

City of Indianola, Iowa
110 N 1st Street
Indianola, Iowa 50125

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the “Underwriter”), hereby agrees with you, the City of Indianola, Iowa (the “Issuer”), as follows:

1. *Issuance and Sale of the Notes.* Subject to the terms and conditions hereinafter set forth in this Note Purchase Agreement (the “Note Purchase Agreement”) and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of the \$6,860,000 in aggregate principal amount of the City of Indianola, Iowa General Obligation Capital Loan Notes, Series 2021 (the “Notes”). The purchase price for the Notes shall be \$[] (representing the par amount of the Notes, plus \$[] premium, less Underwriter’s Discount of \$[]). The Notes will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto, respectively, in the amounts therein specified and will bear interest at the rates set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Notes will be used for the purposes set forth in the Official Statement.

The Notes will be issued and secured under the Issuance Resolution, respectively, expected to be adopted by the Issuer for each issue on September 7, 2021 (each the “Resolution”), and as described in the Official Statement. Pursuant to each Resolution, the Issuer has appointed BOKF, Lincoln, Nebraska, as the Registrar and Paying Agent for the Notes.

In other respects, the Notes and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated August 4, 2021 (the “Preliminary Official Statement”) and the Official Statement, dated August 16, 2021, to be delivered pursuant to Section 7 hereof (collectively, the “Official Statement”).

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Note Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Note Purchase Agreement; and (b) it hereby represents to the Issuer that it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Notes at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Notes.* At or before 12:00 P.M., central time, on September 23, 2021, or such other date as may be agreed to by the Issuer and the Underwriter (the “Closing Date”), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company (“DTC”) in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Notes, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase

price of the Notes as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Ahlers & Cooney, P.C., Des Moines, Iowa, as Bond Counsel (“Bond Counsel”), and negative assurance letter as Disclosure Counsel (“Disclosure Counsel”). Such delivery is referred to herein as the “Closing.” The Notes will be delivered as definitive fully registered Notes in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(A) The Issuer is duly existing as a municipal corporation in the State of Iowa (the “State”) with the powers and authority, among others, set forth in the Code of Iowa, 2021, as amended (the “Act”), and with the power and authority to enter into this Note Purchase Agreement, to issue the Notes as described in the Official Statement, and to execute, deliver and perform its obligations under this Note Purchase Agreement, the Resolution and the Notes.

(B) (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Note Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution securing the Notes and relating to the acquisition and construction of the Project and, at the date of Closing, will have full legal right, power and authority to deliver the Notes to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Note Purchase Agreement, the Continuing Disclosure Undertaking and the Notes and to carry out and effectuate the transactions contemplated by this Note Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Note Purchase Agreement has been duly authorized, and on or prior to the Closing, the Notes, the Continuing Disclosure Undertaking and the Resolution will have been duly authorized, and this Note Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Notes have been or prior to the Closing will be duly executed and delivered; (iv) the Issuer has or prior to the Closing will have duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement and the purpose of the Notes (as described in the Resolution); and (v) the Resolution will be duly and validly adopted by the Issuer and will be at Closing in full force and effect.

(C) Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2020, in the results of operations or financial condition of the Issuer and the financial statements contained in Appendix A to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

(D) Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(E) No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the “United States”) as the Underwriter may designate.

(F) The issuance of the Notes, the execution, delivery and performance of this Note Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution, and the Notes, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(G) Assuming due authorization, execution and delivery by the respective parties thereto, the Notes, the Note Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by equitable principles, whether considered at law or in equity.

(H) As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices as such powers relate to the issuance of the Notes; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Notes, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer with respect to the application of the proceeds of the Notes as contemplated in the Official Statement, or (b) declare this Note Purchase Agreement to be invalid or unenforceable in whole or in material part.

(I) The Issuer will take no action after the date hereof which would cause the Notes not to conform in all material respects to the description thereof contained in the Official Statement.

(J) The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Notes by the Issuer (the "Continuing Disclosure Undertaking").

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding its role and interests in connection with its purchase of the Notes from the Issuer and its sale of the Notes to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the "MSRB"); and (ii) the purchase and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Notes or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

(K) Preliminary and Final Official Statement

- i) As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement or Official Statement relating to DTC, the book entry system,

the rating, or the Underwriter. By resolution, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Notes for sale to prospective purchasers of the Notes.

- ii) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement or Official Statement relating to DTC, the book entry system, the rating, or the Underwriter.

5. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a) *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the reasonable judgment of the Underwriter, has the purpose or effect of:

(i) imposing federal income taxes upon the interest payable on the Notes or obligations of the general character of the Notes;

(ii) requiring the registration of the Notes under the Securities Act of 1933, as amended;

(iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith which materially adversely affects the market price of the Notes; or

(iv) materially adversely affecting the market price of the Notes or the market price generally of obligations of the general character of the Notes.

(b) *Adverse Events.* The market price of the Notes, or the market price generally of obligations of the general character of the Notes, is materially adversely affected in the reasonable judgment of the party seeking the right to cancel because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in

the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Notes; or

(v) general political, economic or market conditions shall have occurred which, in the reasonable opinion of the Underwriter, materially adversely affect the market price of the Notes.

(c) *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not misleading in any material respect.

6. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Notes and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a) *Basic Documents.* The Resolution, the Continuing Disclosure Undertaking and this Note Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b) *Resolutions.* There shall have been adopted and be in force and effect such Resolutions of the Issuer, substantially in the form set forth as approved by Bond Counsel, authorizing the transactions herein contemplated as may be reasonably required by Bond Counsel.

(c) *Closing Certificates.* The Issuer shall have executed and delivered its Delivery Certificate, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing and the obligations of the Issuer hereunder required to be performed on or prior to the date of Closing, have been performed by the Issuer or will be performed prior to the date of Closing; (ii) since June 30, 2020, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Official Statement; (iii) the Official Statement, as of its date and as of the date of Closing, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Notes, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Notes, or in any way contesting or affecting the validity of the Notes or the Resolution, and (v) other than as set forth in the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance reasonably acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer) as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance, that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Notes or the Resolution; and such certifications with respect to the expenditure of the proceeds of the Notes as will provide for the giving of the opinion of Bond Counsel with respect to the tax-exemption of the interest on the Notes.

(d) *Opinion of Bond Counsel.* For each issue, Bond Counsel shall have rendered its approving opinion, substantially in the form set forth in the Official Statement.

(e) *Negative Assurance from Disclosure Counsel.* A letter issued from Disclosure Counsel in substantially the form set forth in Exhibit B attached hereto.

(f) *Continuing Disclosure.* An executed copy of the Continuing Disclosure Certificate in form substantially as set forth as Appendix C to the Official Statement.

(g) *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

(h) *No Material Adverse Changes.* On the Closing Date, there shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer.

7. *Official Statement; Compliance with Rule 15c2-12.* (a) The Issuer hereby ratifies and confirms that it has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph.

(b) As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

(c) To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter request and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB’s Electronic Municipal Markets Access (EMMA) system.

(d) During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement: (i) the “End of the Underwriting Period” is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold

balance of the Securities; and (ii) unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

(e) The Issuer agrees that it will on or prior to the date of the Closing execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Notes) a Continuing Disclosure Undertaking with respect to the Notes in substantially the form attached as Appendix C to the Official Statement.

(f) The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

(g) To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement, in the form previously provided to the Underwriter.

8. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation and printing of the Notes and the Official Statement, including any supplement or amendment thereto; (iii) other costs of issuance such as credit rating and bond insurance; and (iv) expenses incurred by the Underwriter such as CUSIP assignment, DTC eligibility fees, IPREO book-running charges, and other customary charges for new-issue setup but not including underwriter's counsel if underwriter's counsel is retained by the underwriter, as may be agreed to and accepted by the Issuer.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Notes; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Notes in excess of the amounts paid by the Issuer for such expenses.

The provisions of this Section 8 shall survive any termination of this Note Purchase Agreement.

9. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer:	City of Indianola, Iowa 110 N 1 st Street Indianola, Iowa 50125 Attention: City Clerk/CFO
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If to the Underwriter:	D.A. Davidson & Co. 515 E. Locust Street Suite 200 Des Moines, IA 50309 Attention: Michael Maloney Facsimile: (515) 471-2723
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10. *Counterparts.* This Note Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

11. *Contract for Benefit of Parties.* This Note Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

12. *Certificate of Underwriter.*

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Notes and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, Underwriter’s Counsel, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices of the Notes to the public.

(b) The Underwriter has offered the Notes to the public on or before the date of this Note Purchase Agreement at the specified offering price (the “initial offering price”) for each maturity of the Notes, or at the corresponding yield or yields, set forth in Schedule A to Exhibit A attached hereto. Schedule A also sets forth, as of the date of this Note Purchase Agreement, the maturities, if any, of each Series of Notes with respect to which less than 10% of the maturity has first been sold to the public at the initial offering price thereof (the “Undersold Maturities”). At or promptly after the execution of this Note Purchase Agreement, the Underwriter shall report promptly to the Issuer the price or prices at which the Underwriter has sold each maturity of Notes to the public and the corresponding amounts of each maturity sold at each price.

(c) The Underwriter agrees that the restrictions set forth in the next sentence shall apply to the Undersold Maturities, if any; such restrictions shall constitute the “Hold-the-Offering-Price Agreement.” The Underwriter will neither offer nor sell Notes of an Undersold Maturity to any person at a price that is higher than the respective initial offering price to the public during the period (the “Holding Period”) starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Notes to the public at one or more prices that are no higher than the initial offering price to the public.

(d) The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of any such maturity to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that any selling group agreement and each retail distribution agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating the Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) comply with the Hold-the-Offering-Price Agreement during the Holding Period for each maturity, and (B) report the prices at which it sells to the public the Notes of each maturity allotted to it until the Holding Period has been satisfied as to that maturity.

(f) The Underwriter acknowledges that sales of any Notes to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than the Underwriter or a related party,

(ii) “Underwriter” includes (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

(iii) A purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Note Purchase Agreement by all parties.

13. *Governing Law.* This Note Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please note your acceptance in the space below, on the date hereof, whereupon this Note Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

Accepted and agreed to this 16th day of August, 2021 at __:__ p.m.

CITY OF INDIANOLA, IOWA

By:_____

Mayor

ATTEST:

By:_____
City Clerk

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

General Obligation Capital Loan Notes, Series 2021

<u>Due</u>	<u>Amount</u>	<u>Rate</u>	<u>Price</u>
June 1, 2022			
June 1, 2023			
June 1, 2024			
June 1, 2025			
June 1, 2026			
June 1, 2027			
June 1, 2030			
June 1, 2031			

**EXHIBIT A
CITY OF INDIANOLA, IOWA**

\$6,860,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of D.A. Davidson & Co., Des Moines, Iowa ("Purchaser") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Bond Purchase Agreement, Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A, hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A, hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity. The parties agree the close of the Holding Period, as applicable, based upon the Sale Date, is August 23, 2021.

d) *Issuer* means City of Indianola, Iowa.

e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August 16, 2021.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

D.A. DAVIDSON & CO.

By:_____

Name:_____

Dated: September 23, 2021.

SCHEDULE A

MATURITIES, PRINCIPAL AMOUNTS, AND INTEREST RATES

\$6,860,000 General Obligation Capital Loan Notes, Series 2021

SALE PRICES OF THE GENERAL RULE MATURITIES

<u>Due</u>	<u>Amount</u>	<u>Rate</u>	<u>Price</u>
June 1, 2022			
June 1, 2023			
June 1, 2024			
June 1, 2025			
June 1, 2026			
June 1, 2027			
June 1, 2030			
June 1, 2031			

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

\$6,860,000 General Obligation Capital Loan Notes, Series 2021

EXHIBIT B

September 23, 2021

D.A. Davidson & Co.
515 East Locust Street, Suite 200
Des Moines, Iowa 50309

Re: City of Indianola, Iowa
\$6,860,000 General Obligation Capital Loan Notes, Series 2021 (the “Notes”)

Ladies and Gentlemen:

We have acted as disclosure counsel to City of Indianola, Iowa (the “*Issuer*”), and not any other person, pursuant to our engagement agreement with the Issuer approved July 5, 2021, in connection with the issuance of the above referenced Notes, issued on this date by the Issuer to D.A. Davidson & Co. (the “*Underwriter*”).

In providing the statement of belief set forth in the succeeding paragraph, reference is made to the official statement of the Issuer with respect to the Notes, dated September 23, 2021 (the “*Official Statement*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Official Statement. As disclosure counsel, we have reviewed the Official Statement and certain other documents and have participated in communications with the Issuer and you, as the Underwriter, in which the contents of the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Official Statement, and we have not undertaken to verify independently any of such factual matters. As to facts material to the views expressed herein, we have relied upon oral or written statements and representations of officers or other representatives of the Issuer, including the representations and warranties of the Issuer in the Note Purchase Agreement dated August 16, 2021. In arriving at the conclusion hereinafter expressed, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, reports, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein, including, without limitation, any representations and legal conclusions regarding the due authorization, issuance, delivery, validity and enforceability of the Notes, the tax treatment of interest on the Notes for federal income tax purposes, and the application of Note proceeds in accordance with the authorization therefor). We have assumed that all records, reports, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Official Statement as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that

we have independently verified the accuracy, completeness or fairness of any such statements, nor do we express any belief with respect to any financial statements or other financial, operating, statistical, numerical or accounting data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, CUSIP numbers and information concerning The Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph. No responsibility is undertaken or statement rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Official Statement.

By acceptance of this letter you recognize and acknowledge that: (i) the preceding paragraph is not a legal opinion but is rather in the nature of negative observations based on certain limited activities performed by specific lawyers in our firm in our role as disclosure counsel to the Issuer; (ii) no attorney-client relationship has existed or exists between our firm and you in connection with the Notes or by virtue of our disclosure counsel advice letter to the Issuer or this letter, (iii) the scope of activities performed by us described above for purposes of delivering this letter was inherently limited and do not purport to encompass all activities necessary for compliance with applicable securities laws related to the Official Statement; (iv) those activities performed by us rely on third party representations, warranties, certifications, statements and opinions, including and primarily, representations, warranties and certifications made by the Issuer, and are otherwise subject to the conditions set forth herein; (v) the scope of our activities as disclosure counsel were limited as contained in our engagement with the Issuer and do not purport to encompass all diligence activities that the Underwriter, or the Issuer may be responsible to undertake in discharging their responsibilities under federal securities laws, (vi) the responsibilities of the Issuer under those laws may differ from those of underwriters and municipal advisors in material respects, and this letter may not serve the same purpose or provide the same utility to you and your duties necessary for compliance with applicable securities laws, and (vii) this letter is based upon our review of proceedings and other documents undertaken as part of our engagement with the Issuer, and in order to deliver this letter we neither undertook any duties or responsibilities to you nor conducted any activities in addition to those undertaken or conducted for the benefit of, and requested by, the Issuer. We are not engaged to make an evaluation for any third party or otherwise assist in its due diligence or other legal responsibilities. The duties undertaken by our firm as disclosure counsel run to the Issuer, whose interest may differ from an underwriter or municipal advisor for the Bonds and consequently we make no representation that our review has been adequate for your purposes and we expressly disclaim any responsibility for duties imposed under various federal securities laws for which you may be responsible.

In further accordance with our understanding with the Issuer, in the role of disclosure counsel, we express no opinion or belief herein with respect to the validity of the Notes or the taxation thereof or of the interest thereon, and our expression of belief with respect to the Official Statement herein assumes the validity of the Notes, and the exclusion of the interest payable thereon from gross income for federal income tax purposes for the Notes, all as set forth in the opinions of Bond Counsel.

Our engagement as disclosure counsel to the Issuer with respect to the Notes terminates as of the date hereof. This letter is solely for the benefit of D.A. Davidson & Co., Des Moines, Iowa and may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing any of the Notes from the Underwriter) without our prior written

consent. This letter is given as of the date hereof and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

Respectfully,

AHLERS & COONEY, P.C.



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: August 16, 2021
Subject: Resolution approving an agreement for the Fiscal Year 22 Manhole Lining project.

Introduction: From the information obtained through the Hydraulic Study that HR Green did on the collection system and what staff identified while televising the sanitary sewers, we came up with 21 manholes that needed to be lined.

As you can see, the cost is higher than in past years and here are a couple of reasons why:

- a. The average depth of a sanitary manhole is around 10'. There are 10 of the 21 manholes that exceed this depth, with the deepest at 28'. The extra depth of these manholes relates to 6.5 more manholes that are being lined
- b. The SUDAS spec the City has adopted, 6020 - 2.03, calls for Cementitious Mortar Liner with Epoxy Seal. Adding the Epoxy Seal has increased the cost of the project but it creates a structural repair that is permanent and adds structural integrity to the manhole that will increase its useful life.

Background: Between the Hydraulic Study and what the staff have identified, we line between 15 to 20 manholes per year on average.

Discussion: I received five quotes for the repair of 21 manholes. One of the contractors did not meet the SUDAS spec 6020 - 2.03 and was removed from consideration.

Contractor	Cost
Redina Construction	\$57,634.00
Culy Contracting	\$66,177.50
Dependable Maintenance	\$74,657.50
Visu-Sewer	\$76,596.50
Hydro-Klean	Did not meet spec

Budget Impact: Funds will come out of the \$250,000.00 set aside annually for Collection System Repairs.

I recommend awarding the contract for rehabilitation of the sanitary sewer manholes to Redina Construction of Glen Ellyn, IL for \$57,634.00.

Recommendation: Roll call is in order.

Attachments:

1. Res 2021- approve PSA with Redina
2. Redina PSA

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH REDINA CONSTRUCTION COMPANY, INC FOR THE
SEWER MANHOLE REHABILITATION PROJECT**

WHEREAS, the City Indianola, Iowa, is in need of engaging a company to provide Sewer Manhole Rehabilitation for the City (hereinafter referred to as “Services”; and

WHEREAS, the City of Indianola, Iowa, has solicited proposals for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Redina Construction Company, Inc of Glen Ellyn, IL to perform the Services; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement with Redina Construction Company, Inc 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 with Redina Construction Company, Inc in an amount of \$57,634 for the Sewer Manhole Rehabilitation is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor 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 16th day of August 2021

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 16th day of August 2021, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **REDINA CONSTRUCTION CO., INC** of **GLEN ELLYN, IL** hereinafter referred to as "SERVICE PROVIDER" for the **Sanitary Sewer Manhole Rehabilitation Project at a cost of \$57,634.00**.

WHEREAS, the CITY is in need of a lining sanitary sewer manholes hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

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

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

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

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

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

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

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

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

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

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

"CITY":

CITY OF INDIANOLA

By: _____
Pam Pepper, Mayor

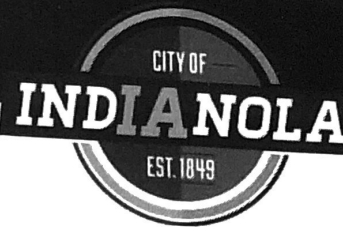
Attest: _____
Andrew J. Lent, City Clerk/CFO

"SERVICE PROVIDER":

By: Lamar Smith

Name: Lamar Smith

Title: Project Manager



— WATER POLLUTION CONTROL —

Request for Quotes for Sewer Manhole Rehabilitation by a Lining Process

Contractor Name: Redina Construction Co.
 Address: 987 Chapel Ct. S. Glen Ellyn, IL 60137
 Phone #: 630-877-3408
 Email: Dominic@RedinaConstruction.com

Price each manhole repair accordingly.

Work needs to be completed by May 1, 2022 to receive full payment. Liquidated Damages may occur at a cost of \$200.00/day.

Contractor to verify depths of manholes and proper product to use before quoting. **SEE ATTACHED TDS**

Contractor to set up bypass pumping, if necessary.

Contractor is responsible for the proper signage, barricades, or cones for partial and complete closure of street.

Contractor to notify City two (2) weeks prior to starting work so City can put notice on social media sites.

Contractor to supply schedule of dates when they will be at each manhole.

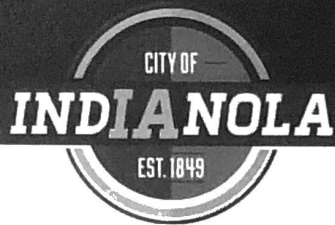
City requires 3 professional references from cities you have done work for.

The City of Indianola reserves the right to accept or reject any or all quotes.

Quotes are due back to Rick Graves by August 4, 2021 by 11:00 AM.

**Mailing Address
 City of Indianola WPC
 PO Box 299
 Indianola, IA 50125**

Any questions regarding the proposal process are to be directed to Rick Graves, WPC Supt., by calling (515)961-9416 or email rgraves@indianolaiowa.gov.



— WATER POLLUTION CONTROL —

	Area	Manhole #	Depth	Cost \$
1	2412 N Jefferson Way	1001	6.5	\$1,501.
2	2200 W Euclid	598N	15	\$1,346.5
3	N C St - W Iowa Ave	208	20	\$1,462.0
4	NW corner of Memorial Park	378	10	\$2,310
5	1401 Jackson Circle	513 N	9	\$2,079
6	307 N J St	29	8	\$1,848
7	1105 Stephen Ct	432	11	\$2,541
8	1108 N E St	304	8	\$1,848
9	1701 N Jefferson Way	NE9	28	\$6,468
10	Moats park NW corner	NE 23	7	\$1,617
11	1106 N 6 th St	503N	11	\$2,541
12	1508 N Jefferson Way	NE 13	11	\$2,541
13	2016 W 2nd Ave	W 10	24	\$5,544
14	504 N N ST	81	10	\$2,310
15	509 N Kenwood Blvd	78	9	\$2,079
16	W Iowa & N L St	19	16	\$3,696
17	1607 W Iowa Ave	496	18	\$4,158
18	508 S N St	38	12	\$2,772
19	902 W 2 nd Ave	385	6	\$1,386
20	804 N J St	117	7	\$1,617
21	405 W 4 th Ave side yard	739	3	\$693

Total \$57,634



— WATER POLLUTION CONTROL —

Maps are included that shows the locations of the manholes.

Any MH with steps will need them removed before lining.

Before bidding it is highly recommended that you inspect all manholes associated with this project.

The City of Indianola reserves the right to accept or reject any or all quotes.

Please sign and date that you read all the documents associated with this project:

Signature: Dominic Fiordiroso Date: 7/28/21

Any Questions: Call Rick Graves 515-577-2444



References

City of Warrensburg, MO - 2019

John Jacobson

816-522-5105

448 N Water Street

Warrensburg, MO 64093

Work: Cementitious lining - approximately 100 MH's - DuraSeal PM
\$70,000

Mahoning County Sanitary Engineering Dept. Youngstown, OH - 2019 (Wickcliff Project)

Joseph P. Muccio

724-900-0190

Work: Cementitious Lining - Approximately 70 MH's - DuraSeal PM
\$70,000

Eau Claire, WI - 2019

Ben Spanel

715-839-5045

Work: Cementitious Lining - Approximately 40 MH's - DuraSeal PM
\$40,000

Village of Libertyville, IL - 2020

Jeff Cooper

847-918-2105

Work: Cementitious Lining- Frame & Cover Adjustments - Chemical Grouting - Bench Repair - DuraSeal PM
35 Manholes

Strand Associates, Inc.

Phil Bzdusek, P.E.

414-271-0771

Village of Shorewood, WI - 2020

Work: Cementitious Lining - Approximately 40 MH's - DuraSeal CA
\$40,000

Oneida Nation

Scott Cottrel

Oneida, WI

920-562-2911

Work: Cementitious & Epoxy Lining, Chemical Grouting - DuraSeal PM & DuraLine Epoxy
\$131,000

PROPOSED PRODUCT APPLIED @ 1/2" THICKNESS



DuraSeal PM™

TECHNICAL DATA SHEET

Description:

DuraSeal PM is a single component, microsilica enhanced, fiber reinforced, shrinkage compensated, high strength repair mortar, designed specifically for the rehabilitation of both brick and concrete wastewater structures.

Recommended Uses:

- Relining of brick, block and masonry surfaces in manholes, pipes and other wastewater structures.
- Tunnels
- Containment structures
- WWTP
- Designed specifically for the rehabilitation of underground wastewater structures.

Benefits / Features:

- Single component
- Microsilica enhanced
- High compressive and flexural strengths
- Sulfate resistant
- Spray applied
- Low permeability

Typical Performance Data:

Compressive Strength ASTM C109:

1 Day 6,000 PSI

28 Day 10,000 PSI

Flexural Strength ASTM C348:

28 Day 1,790 PSI

Tensile Strength ASTM C496:

28 Day 720 PSI

Shrinkage ASTM C596:

28 Day 0%

Bond Strength ASTM C882:

28 Day 2,620 PSI

Freeze Thaw Resistance ASTM C666:

300 Cycles No Visible Damage

Density ASTM C138 139 +/- 5

Set Time ASTM C266:

Initial Set 2 Hours Final Set 4 Hours

Shelf Life:

6-12 months (dry covered storage).

High humidity will reduce shelf life.

Yield:

One (60) pound bag yields

Surface Preparation:

Substrate must be structurally sound, free of oil, grease, coatings, rust and loose concrete. Water blast 3500 PSI or sand blast to remove all contaminants. Do not use when less than 40°F. Apply to a clean damp surface, free of any standing water.

Mixing:

Using rubber gloves, respirator or filter mask and appropriate eye protection. Use approximately 3-4 quarts of potable water per each 60 pound bag of DuraSeal PM. First add up to 90% of the potable water into the mixer, then add DuraSeal PM and the remaining mix water as required. Mix until a homogeneous consistency is achieved. Water may be chilled to maximize working time.

Application:

Hand application, low pressure spray and rotary spin.

Curing:

Properly cure in strict accordance with ACI recommendations. Apply a curing compound per the moisture retention requirements of ASTM C309 or cure in moist environment for 7 days.

Warranty:

This product is guaranteed and warranted to be of good quality. DuraSeal will, at its sole discretion, replace this product if proven defective when stored, mixed and applied in strict accordance with DuraSeal technical product specification guidelines. DuraSeal offers no guarantee, express or implied for a particular purpose or performance.

Precautions:

When using DuraSeal PM wear appropriate respirator, gloves, eye protection and personal protective clothing to reduce contact with skin. Thoroughly wash after use.

60 lbs. (27.21 kg) Nt. Wt.



DuraLine™

TECHNICAL DATA SHEET

Description

DuraLine is a fiber reinforced polymer epoxy. It is two-component, 100% solids, high build, spray-applied, structural grade epoxy system. The material can be hand troweled or spray applied up to 1/4" (250 mils) per pass. DuraLine when cured exhibits high strength and flexural properties for partially or fully deteriorated structures.

Features

- 100% solids, no VOCs
- Convenient 1:1 (v) ratio
- Excellent chemical resistance
- Structural, with movement tolerance
- No sag, ultra-high build
- Surface forgiving & moisture tolerant
- Ultra-high adhesion, self-priming

Film Thickness

DuraLine can be applied as a single coat or multi-coat system. Minimum recommended thickness is 60 – 125 mils. Maximum build-up per coat is 1/4" (250 mils) without sag per coat, depending on temperature. For applications requiring thicker lining, multiple passes may be utilized.

Theoretical Coverage

DuraLine is 100% solids and will not shrink. Therefore, the theoretical coverage properties between wet film thickness (WFT) and dry film thickness (DFT) are the same.

One-gallon (231 cu.in.) of neat epoxy, and will yield:

- @ 1/16" (60 mils), product yields 26.7 sq.ft.
- @ 100 mils, product yields 16 sq.ft.
- @ 1/8" (125 mils), product yields 12.8 sq.ft.
- @ 1/4" (250 mils), product yields 6.4 sq.ft.

Surface Preparation

The success of any coating application is directly proportional to the extensiveness of the surface preparation and the care into the application. Surface must be clean and sound. Remove all dust, contaminants, grease, curing compounds, rust, impregnation, waxes, foreign particles, and weak or disintegrated materials from the surface, and utilize advised methods to achieve a clean and profiled surface.

Concrete: Prepare the concrete by abrasive blasting, high pressure water cleaning or jetting, and/or other approved methods to achieve clean, sound, and profiled concrete (min. ICRI CSP-3) in accordance with SSPC-SP 13 / NACE No. 6. "Surface Preparation of Concrete." NOTE: DuraLine can be applied direct to concrete (DTC), self-priming.

Steel: Inspect and remove oil, grease, chlorides or other contaminants - "Solvent Cleaning" (SSPC-SP1) may be required. Abrasive blasting (or other approved mechanical methods) SSPC-SP10 / NACE 2, "Near-White Blast Cleaning," must be administered in order to achieve a clean surface with a minimum profile of 100 microns (4 mils); remove dust and debris by high compressive air or solvent cleaning (SSPC-SP1) may be required again. Before preparing or applying on steel, verify that the temperature of the surface is at least 3 degrees C (5 degrees F) from the dew point temperature to preclude condensation. NOTE: DuraLine can be applied direct to metal (DTM), self-priming.

NOTE: Coverage values are provided as an estimate for guidance based on theoretical calculations; does not include wastage or surface conditions/imperfections.

(Continued on page 2)



TECHNICAL DATA SHEET

Technical Properties

Type		proprietary hybrid fiber-reinforced-polymer (epoxy/epoxide)
Finish		light coarse - orange peel (depending on heat & tips)
Mix Ratio		1:1 by volume
Solids by Volume	ASTM D2697	100%
Solvent (VOC)	ASTM D3960	none
Pot Life		30 min. (77F / 200 g mass)
Adhesion Strength	ASTM D4541	substrate failure
Adhesion Strength (steel)	ASTM D4541	2,000 psi
Water Absorption	ASTM D1653	< 0.1 g/sq.m.
Acid Exposure (pH 1, H ₂ SO ₄)		passed
Tensile Strength	ASTM D638	7,800 psi
Flexural Modulus	ASTM D790	580,000 psi
Flexural Strength	ASTM D790	7,000 psi
Compressive Strength	ASTM D695	12,000 psi
Elongation	ASTM D2370	4.5%
Gel Time		25 min. (120F) 10 min. w/ flash exotherm (140F)
Complete Cure		24 hrs (77F, non-potable) 72 hrs (77F, potable)
Temperature Exposure (dry)		5F – 180F
Temperature Exposure (wet)		32F – 180F
Recoat Time		when firm – no max.



TECHNICAL DATA SHEET

Application Method

DuraLine can be hand troweled or sprayed utilizing specialized equipment, specified, proven and sold by approved equipment vendors. Requires fully heated, plural component system with recirculating and agitating heated hoppers up to 150F, with heated hoses. Mixing occurs in a static chamber prior to a single whip hose; and must have purging capability through the mixing chamber, the whip hose and spray gun. Purge and clean with DuraLine solvent. The system must be fixed ratio of 1:1 by volume with a minimum of 25 gallon preheating holding capacity for each part of material.

Thinning

Do not thin.

Storage & Handling

Shelf life: 36 months, sealed. Store in a dry area away from direct sunlight.

Packaging & Color

Kit comes with A component and B component separately.

- 10 Gallon Kit (pails) sky blue
- 100 Gallon Drums (drums). sky blue

Safety

Consult Material Safety Data Sheet (SDS) for all material safety information. Consult safety manuals of all equipment utilized.

ATTACHMENT C

STANDARD INSURANCE REQUIREMENTS

1. GENERAL

The SERVICE PROVIDER shall protect itself and the CITY OF INDIANOLA throughout the duration of the Agreement by purchasing and maintaining insurance, as indicated below. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies shall be written on a per occurrence basis, not a claims-made basis. SERVICE PROVIDER shall submit Certificates of Insurance or other evidence of coverage, as provided in paragraph 2.F below, confirming coverage prior to the Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including *Employer’s Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o” or any subsequent ISO equivalent or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined

single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Umbrella/Excess Insurance with limits of liability of not less than \$3,000,000 per occurrence. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.
- E. SUBCONTRACTORS: The SERVICE PROVIDER shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Party. The option of self-insurance is not extended to subcontractors.
- F. PROOF OF INSURANCE: The SERVICE PROVIDER shall provide to the CITY OF INDIANOLA proof that all required insurance or coverage is in force by submitting to the CITY OF INDIANOLA a Certificate(s) of Insurance utilizing the latest version of the ACORD form. The form(s) of proof of insurance or coverage shall specify the title of the Agreement.

3. WAIVER OF SUBROGATION

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, SERVICE PROVIDER hereby releases the CITY OF INDIANOLA including its elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the SERVICE PROVIDER or anyone claiming through or under the SERVICE PROVIDER by way of subrogation or otherwise, for any loss for which the SERVICE PROVIDER has agreed to defend, indemnify and hold harmless the CITY OF INDIANOLA as provided in the Agreement to which this Attachment A is included and made part thereof. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The SERVICE PROVIDER policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the SERVICE PROVIDER to recover thereunder.



REDICON-02

DSOMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2021

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

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

PRODUCER Corkill Insurance Agency 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Redina Construction, Inc 987 Chapel Ct S Glen Ellyn, IL 60137	INSURER A: National Fire Insurance Company of Hartford	
	INSURER B: The Continental Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 080921

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6081800322	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6081800336	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			6081800305	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6081800319	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Leased Equipment			6081800322	10/1/2020	10/1/2021	Limit 100,000

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

Job: Sanitary Sewer Manhole Rehabilitation Project

CERTIFICATE HOLDER

CANCELLATION

City of Indianola

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MEMORANDUM

To: Mayor and City Council

From:

Date: August 16, 2021

Subject: Receive and file correspondence from July 30 and August 6, 2021 weekly updates from City Manager, Ryan Waller.

Recommendation: Simple motion is in order.

Attachments:

1. Weekly Update 0730
2. Weekly Update 0806

Jackie Raffety

From: Ryan Waller
Sent: Friday, July 30, 2021 4:40 PM
To: Ryan Waller
Subject: Waller's Weekly 7.30.21

Good afternoon, all.

I hope this email finds you well and excited about the return of the Warren County Fair and National Balloon Classic! Below is this week's update email. As always, if there are any questions regarding any of the items below, or any city-related matter, please let me know. Thank you!

I hope to see you at our community's amazing events!

Ryan

*Ryan J. Waller
City Manager
City of Indianola*

Square Reconstruction (Streetscape) Petition

The City was notified that another petition has been filed against the City of Indianola regarding the Square Reconstruction (Streetscape) project. A copy of the petition is linked below. In response to the petition, the State of Iowa is required to conduct a hearing (notice linked below), which will be held on August 11, 2021 at 5:30 p.m. in the Board Room of the Warren County Administrative Building (301 N. Buxton Street). A formal City Council agenda for this meeting is also forthcoming.

[Petition \(PDF\)](#)

[State Hearing Notice \(PDF\)](#)

August 2 City Council Meeting

The City Council will meet on Monday, August 2 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 \(LINK\)](#)

W. Boston Avenue Reconstruction Project

The City received notice earlier this week that the first deposit of funding in the amount of \$1,193,306.98 being received from the American Rescue Plan Act of 2021 has been approved. The funding, which can only be used for certain infrastructure, will be used to reconstruct W. Boston Avenue, between F and D Streets. The City Council recently approved an agreement for the necessary engineering to take place for this project, which will include new storm and sanitary sewers, water main and driving surface. This area was quickly identified as a priority using data from the City's recently completed multi-year studies of the city's infrastructure.

City's Credit Score Assigned

As part of the financing for the re-construction of E Hillcrest and the paving of South K Street, the City was required to go through a credit score review with Moodys, one of the three credit rating agencies for governments. Linked below is the presentation that was reviewed with the analyst with Moodys. Following the review, the City's outstanding credit rating of Aa2 was re-affirmed, which means the City has a "very high credit quality with very low risk." This rating, which according to Moodys is thanks in part to the City's "healthy financial operations and strong reserves", has allowed the City to recently refinance existing debt and secure financing for vital infrastructure projects at a rate below 1%. In its latest assessment of the City, Moodys assigned the rating of AAA (the best possible) for factors entirely within the control of the City's Mayor/City Council and Staff and that influence a credit score. The City's financial advisor shared, "'Aa2' is the third-highest possible rating. With a population of 16,015 and just over a \$1 billion valuation, that is a true achievement!"

[Moody Presentation \(PDF\)](#)

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project continued this week on Salem Avenue, between B Street and Howard Street, with completion of water service connections and fire hydrant placement. Storm sewer installation also continued. The contractor has started breaking the existing concrete pavement on Buxton Street, between Salem and Ashland. Next week, the contractor will continue construction work on Salem Avenue, which will include the installation of storm sewer infrastructure, commencement of pavement subgrade work. The excavation work will continue for storm sewer infrastructure on Salem Avenue and then extend north on Buxton Street. It is anticipated that Phase 1 construction will be completed by mid-November.

[Project Information \(LINK\)](#)

Mailboxes Relocation

As part of the Square Reconstruction Project, a new drive-through lane for drop-off mailboxes has been completed and is open for use. A picture is provided via the link below. The mailboxes are located on the west side of the south-bound lane of South Buxton Street adjacent to the Post Office building. Thank you to our partners at the Indianola Post Office on this project. Thank you to the community for their patience and understanding as these improvements were being made.

Mailbox (PICTURE)

Rental Housing Program

The State of Iowa requires cities with a population of 15,000 or more to adopt a residential rental inspection code. The City is hosting two community meetings to meet with property owners/managers and tenants to collect input and answer questions about the program, which is currently under development. The meetings are scheduled for August 5th and 12th. Both meetings will begin at 6:00 p.m. and will be held at the Activity Center (2204 West 2nd Avenue). An online survey is also available for those that are unable to attend the community meetings. Details about the program and the community events may be found via the links provided below.

Information about the Rental Housing Program (LINK)

Rental Housing Survey (LINK)

Community Meetings RSVP (LINK)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

This week, a site plan was submitted for Executive Laser Wash at the corner of North Jefferson Way and East Hillcrest Avenue. Of the 19 projects listed, one is awaiting a submittal from the developer, nine are in review, and nine have been approved and are in construction.

2021 Building Permits (PDF)

This week, six building permits were submitted and eight were issued. There are currently six building permit applications in review and 117 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 28 open code enforcement cases (80 code enforcement cases have been opened for the year).

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 – August 16, 2021 (PDF)

Anticipated Draft Agenda – September 7, 2021 (PDF)

Jackie Raffety

From: Ryan Waller
Sent: Friday, August 6, 2021 1:55 PM
To: Ryan Waller
Subject: Waller's Weekly 8.6.21

Good afternoon, all.

I hope you have enjoyed the week. It certainly has been a busy one, especially with the Fair and National Balloon Classics! Our community is so blessed to have these amazing, family-friendly events!

Below, please find this week's update email. As you will read, a lot is happening!

If there are any questions, please let me know. Have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Streetscape Petition and Court Filing

A hearing on the second petition filed against the City of Indianola regarding the Square Reconstruction (Streetscape) project will be held on August 11, 2021 at 5:30 p.m. in the Board Room of the Warren County Administrative Building (301 N. Buxton Street).

The City has also been notified that the first petition, which was dismissed by the State in June, has been appealed to District Court. No dates have been set for this case.

All relevant items are provided below.

[District Court Filing \(PDF\)](#)

[Petition \(PDF\)](#)

[State Hearing Notice \(PDF\)](#)

[City Council Agenda \(LINK\)](#)

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project continued this week on Buxton Street, with storm sewer installation. The contractor also worked this week to recompact the utility trenches along Salam. Next week, the contractor will begin pavement subgrade work along Salam, including the preparation of rock chambers for the pervious pavers. Additionally, IMU Electric will be on site to put in a crossing across Salem between Buxton and B Street for the future undergrounding of the electric utility in this area. It is anticipated that Phase 1 construction will be completed by mid-November.

Project Information (LINK)

Graffiti Update

Following a thorough investigation by the City's Police Department, three individuals were arrested and charged with multiple counts of criminal mischief in connection with the graffiti that had been discovered around town, especially in and around the Square. Thank you to our Detectives and Police Officers who worked this case.

Rental Housing Program

The State of Iowa requires cities with a population of 15,000 or more to adopt a residential rental inspection code. The City hosted a community meeting on August 5 and will be hosting another one to collect input and answer questions from residents about the program, which is currently under development. The next meeting is scheduled for August 12 at 6:00 p.m. and will be held at the Activity Center (2204 West 2nd Avenue). An online survey is also available for those that are unable to attend the community meetings. Details about the program and the community events may be found via the links provided below.

[Information about the Rental Housing Program \(LINK\)](#)

[Rental Housing Survey \(LINK\)](#)

[Community Meetings RSVP \(LINK\)](#)

South R Street Repairs

Street Division crews continued to perform full-depth pavement repairs on South R Street. Construction work started in late May and to-date a total of more than 922 hours of labor and 375 cubic yards of concrete to repair approximately 14,400 square feet of pavement have been required. Work is expected to continue for approximately three more weeks but is dependent on weather and other priority projects that may arise.

South K Street

The second application of dust control was completed last week on South K Street, between 2nd Avenue and W 17th Avenue. Dust control consists of applying liquid calcium chloride to gravel roads to reduce dust created by vehicles. This is a short-term strategy until the paving of South K Street occurs, which is scheduled to begin during the next Fiscal Year (July 1, 2022 –

June 30, 2023). The City's engineer is currently working on the necessary surveying and engineering work needed to bid out this paving project.

Planning and Zoning Commission

The Planning and Zoning Commission will hold its monthly meeting on Tuesday, August 10 at 6 p.m. A link to the agenda can be found below.

Additionally, there are currently two vacancies on the Planning and Zoning Commission. Citizens who may be interested in serving on the Planning and Zoning Commission can apply at the link below.

[August 10 Agenda \(LINK\)](#)

[Boards and Commissions Application \(PDF\)](#)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

[Current Projects Update \(PDF\)](#)

Of the 19 projects listed, one is awaiting a submittal from the developer, nine are in review, and nine have been approved and are in construction.

[2021 Building Permits \(PDF\)](#)

This week, one building permit was submitted and six were issued. There are currently five building permit applications in review and 123 building permits have been issued year-to-date.

[Code Enforcement \(PDF\)](#)

There are currently 28 open code enforcement cases (80 code enforcement cases have been opened for the year).

[July Building Permit Report \(PDF\)](#)

The July 2021 building permit report was issued this week. In July, Community Development issued 22 permits, nine of which were for 58 new dwelling units. Year to date, 117 permits have been issued worth over \$23.2 Million in valuation.

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 – August 16, 2021 \(PDF\)](#)



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: August 16, 2021

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None