



CITY OF INDIANOLA COUNCIL MEETING

December 17, 2018

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approval of agenda
 - B. **Page 4** December 3, 2018 Minutes
 - C. Applications
 1. **Page 7** A new Class "C" Liquor License, Sunday Sales Privilege and Outdoor Area for LaCasa Mexican Restaurant Inc. - 508 N. Jefferson
 2. **Page 8** A new Class "B" Wine Permit, Class "C" Liquor License and Sunday Sales Privilege for The Groggy Dog - 116 W. Ashland
 - D. **Page 9** Resolution fixing January 7, 2019 for a public hearing and consideration to approve and authorize the sale of real property for development (400 E. Euclid)
 - E. **Page 17** Resolution approving Supplemental Number 12 to the Professional Services Agreement for the South "K" Street Paving (South 17th Street to 2nd Avenue) with Snyder & Associates
 - F. **Page 31** Resolution authorizing execution of a Professional Service Agreement between HR Green and the City of Indianola for the Indianola Wastewater Treatment Plant Improvements
 - G. **Page 51** Resolution authorizing execution of a Professional Service Agreement between HR Green and the City of Indianola for the WWTP Trunk Sanitary Sewer Improvements
 - H. **Page 67** Resolution approving salaries

- I. **Page 69** Resolution approving a new Employee Handbook
- J. **Page 177** Resolution determining property to be surplus and authorizing sale of property
- K. **Page 184** Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property
- L. **Page 187** Annual spring/fall cleanup program
- M. **Page 192** Authorize past due sewer, recycling and storm water fees to be sent to the State Off-Set Program for Collection
* Sewer \$4,429.97, recycling \$640.77, storm water fee \$153.05
- N. **Page 193** Prior and final approval applications for urban revitalization designation
- O. **Page 194** Claims on the computer printout for December 17, 2018 and the November 2018 receipts report
- 6. **Page 209** City Treasurer's Report - Doug Shull
- 7. Council Reports
 - A. **Page 214** IDOT presentation concerning four-lane to three-lane conversion
- 8. Mayor's Report - Kelly B. Shaw
 - A. **Page 222** Consider nomination to the IMU Board of Trustees
 - B. Community Update
- 9. Public Consideration
 - A. Old Business
 - 1. Budget Amendment for FY 2019
 - a. **Page 228** Public hearing for the FY 2019 budget amendment
 - b. **Page 229** Resolution approving the FY 2019 budget amendment
 - 2. **Page 233** Public hearing and first consideration of a request from Tim Davison for the vacation and conveyance of the North/South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition (P&Z unanimously recommended approval on November 13, 2018)
 - 3. **Page 243** Public hearing and first consideration of a request from Tim Davison to rezone the property located at 308 E. 1st Avenue from R-2 (single and two family residential) to C-2 (highway commercial) P&Z unanimously recommended approval November 13, 2018
 - 4. 15th Street and East 2nd Avenue Sewer Improvement Project

- a. **Page 249** Public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost
- b. **Page 250** Resolution adopting plans, specs, form of contract and estimate of cost
- c. **Page 254** Resolution awarding contract
- d. **Page 259** Resolution approving contract and bond

B. New Business

- 1. **Page 261** Consider approval of a request from Donald and Regina Bendon for a waiver to the sidewalk construction requirements at 1210 South "R" Street. (P&Z unanimously denied on 12/11/18)
- 2. **Page 267** Discussion and direction regarding a request from Mr. and Mrs. Cooper about previous sewer billings
- 3. **Page 272** Discussion and consideration of a resolution creating the position of Administrative Clerk

10. Other Business

- A. Page 278** City Manager's Report - Ryan Waller
* Receipt and file correspondence from November 30 and December 7, 2018

11. Adjourn

Information

Subject

December 3, 2018 Minutes

Information

Fiscal Impact

Attachments

Minutes

REGULAR SESSION – DECEMBER 3, 2018

The City Council met in regular session at 6:00 p.m. on December 3, 2018 in the City Hall Council Chambers. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, Bob Kling, Greg Marchant, John Parker and Greta Southall.

Tara Rehmeier, 2302 W. 10th, and Jordan Walters of the Indianola Community School Safety Committee, spoke in favor of the School Resource Officer.

Justin Kappleman, 601 W. 1st, spoke regarding the procedures/processes in obtaining a building permit for the construction of his new business to be located at 506 W. 2nd. Mr. Kappleman requested the Community Development Department develop a list of items that need to be completed prior to anyone receiving a building permit. City Manager Ryan Wallers updated the Mayor and Council regarding the City's timeline on this property.

Council member Marchant moved to approve the consent agenda as follows and Kling seconded the motion. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Approval of agenda

November 19, 2018 minutes

Applications - A new cigarette/tobacco/nicotine/vapor permit for the Indianola Country Club – 1610 Country Club Road

Final consideration of a request from Tim Phillips to rezone 2508 N. Jefferson Way from A-1 (Agriculture) to C-2 (Highway Commercial) and adoption of ORDINANCE NO. 1606 entitled, "AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165 TO ALLOW A REZONING OF PROPERTY AT 2508 NORTH JEFFERSON WAY FROM A-1 (AGRICULTURE) TO C-2 (HIGHWAY COMMERCIAL)" – the ordinance to be effective upon publication

Resolution No. 2018-208 approving a Development Agreement between the City of Indianola and David Keller & Kimberly Tierney-Keller (Seth Lampman Project) – the complete resolution may be viewed at the City Clerk's Office

Resolution No. 2018-209 appointing city representation to the Central Iowa Regional Transportation Alliance (CIRPTA) - the complete resolution may be viewed at the City Clerk's Office

Resolution No. 2018-210 appointing city representation to the Des Moines Metropolitan Planning Organization (MPO) – the complete resolution may be viewed at the City Clerk's Office

Claims on the computer printout for December 3, 2018

Council Member Kling introduced the following Resolution entitled "RESOLUTION APPROVING THE CONTRACT AND BOND" with Iowa Signal LLC for the 2018 Traffic Signal Upgrade Project and moved that it be adopted. Council Member Gezel seconded the motion to adopt. The roll was called, and the vote was, AYES: Clark, Marchant, Gezel, Southall, Parker and Kling. NAYS: None. Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2018-211
RESOLUTION APPROVING THE CONTRACT AND BOND
With Iowa Signal LLC for the 2018 Traffic Signal Upgrade Project

(The complete resolution may be viewed at the City Clerk's Office)

It was moved by Marchant and seconded by Kling to approve the following resolution entitled, "RESOLUTION DETERMINING PROPERTY TO BE SURPLUS, AUTHORIZING SALE OF PROPERTY AND APPROVING THE PURCHASE OF A CARGO VAN FOR THE PARK AND RECREATION DEPARTMENT". Marchant moved and Kline seconded to amend their motion to approve the following resolution entitled, "RESOLUTION DETERMINING PROPERTY TO BE SURPLUS, AUTHORIZING SALE OF PROPERTY AND APPROVING THE PURCHASE OF A CARGO VAN FOR THE PARK AND RECREATION DEPARTMENT" from Bob Brown Chevrolet, Des Moines, Iowa in an amount of \$21,983 (with a trade in of \$3,500) for a net cost of \$18,483. The roll was called, and the vote was: AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2018-212
RESOLUTION DETERMINING PROPERTY TO BE SURPLUS, AUTHORIZING SALE OF
PROPERTY AND APPROVING THE PURCHASE OF A CARGO VAN
FOR THE PARK AND RECREATION DEPARTMENT
From Bob Brown Chevrolet in an amount of \$18,483

(The complete resolution may be viewed at the City Clerk's Office)

A motion was made by Parker and seconded by Clark to receive and file correspondence of the weekly updates dated November 16 and 23, 2018 from Ryan Waller, City Manager. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Council member Kling requested the City Council reinstate the Indianola Fine Arts Commission.

A motion was made by Gezel and seconded by Southall to enter into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale or particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property or reduce the price the governmental body would receive for that property. On roll call the vote was, AYES: Southall, Parker, Kling, Clark, Marchant and Gezel. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Council member Marchant moved and Southall seconded to return to regular session. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Meeting adjourned at 7:00 p.m. on a motion by Clark and seconded by Gezel.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 12/17/2018

Information

Subject

A new Class "C" Liquor License, Sunday Sales Privilege and Outdoor Area for LaCasa Mexican Restaurant Inc.
- 508 N. Jefferson

Information

This is a new liquor license for LaCasa Mexican Restaurant located at 508 N. Jefferson. All of the paperwork is in order. This will need to be approved subject to the Community Development and Fire Department's approval. Francisco Guzman is the owner.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

A new Class "B" Wine Permit, Class "C" Liquor License and Sunday Sales Privilege for The Groggy Dog - 116 W. Ashland

Information

This is a new liquor license for The Groggy Dog located at 116 W. Ashland. All of the paperwork is in order for approval. This permit will need to be approved subject to final inspections by the Community Development and Fire Department.

Marvin Gribbins and Lori Hayden are the owners.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

Resolution fixing January 7, 2019 for a public hearing and consideration to approve and authorize the sale of real property for development (400 E. Euclid)

Information

In your packet is the resolution setting January 7, 2019 as a public hearing to sell 400 E. Euclid Avenue.

On January 7, 2019 a public hearing will be held and after comments have been received the council will the sell of the property.

Fiscal Impact

Attachments

Resolution

MINUTES TO SET DATE FOR HEARING
ON SALE OF REAL PROPERTY

Indianola, Iowa

December 17, 2018

The City Council of the City of Indianola, Iowa, met on December 17, 2018, at 6:00 p.m., at the City Hall, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____

The Mayor reported that it would be necessary for the Council to take action to set a public hearing on the sale of certain City-owned property to _____ in accordance with the offer presented by them.

Council Member _____ introduced a resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

TO FIX A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE
AND AUTHORIZE THE SALE OF REAL PROPERTY

WHEREAS, the City of Indianola, Iowa (the “City”) owns certain real property (the “Property”) which is located in Indianola and which is legally described as follows:

The North 95 feet of Auditor’s Outlot __, of Auditor’s Plat of Outlots to Indianola, Warren County, Iowa, AND All of that part of Lot Three (3), Block Fourteen (14), Windle’s Addition to Indianola, Iowa, which lies south of the Railroad Right-of-way through said Lot and which lies South of the Railroad Right-of –way through said Lot and which lies West of a point 8 feet West of the West side of the block buildings now thereon; otherwise described as: Beginning at the Southwest corner of Lot 3, Block 14, Windle’s Addition to Indianola, Iowa, and running thence North 10 feet, thence North 69 degrees East along said Rock Island Railway right-of-way 103 feet, thence South 47 feet, thence West 96 feet to the place of beginning; and

WHEREAS, the City has reached an agreement with _____ in accordance with the offer presented by them; and

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property, the city must set forth its proposal in a resolution and publish notice as provided in Section 362.3, of the resolution and of a date, time and place of a public hearing on the proposal.

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

Section 1. The City Council will hold a public hearing on the proposal to sell the Property as set out in the preamble hereof at 6:00 p.m., on the 7th day of January 2019, at the City Hall, in the City.

Section 2. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to sell the Property, by publication, at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City. Such notice shall be substantially in the form which is attached to this Resolution.

Section 3. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Passed and approved this 17th day of December 2018.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON RESOLUTION TO SELL REAL PROPERTY

The City Council of the City of Indianola, Iowa, has adopted a resolution relating to a proposal to sell certain real property owned by the City, legally described as follows:

The North 95 feet of Auditor's Outlot __, of Auditor's Plat of Outlots to Indianola, Warren County, Iowa, AND All of that part of Lot Three (3), Block Fourteen (14), Windle's Addition to Indianola, Iowa, which lies south of the Railroad Right-of-way through said Lot and which lies South of the Railroad Right-of-way through said Lot and which lies West of a point 8 feet West of the West side of the block buildings now thereon; otherwise described as: Beginning at the Southwest corner of Lot 3, Block 14, Windle's Addition to Indianola, Iowa, and running thence North 10 feet, thence North 69 degrees East along said Rock Island Railway right-of-way 103 feet, thence South 47 feet, thence West 96 feet to the place of beginning (the "Property").

The Property will be sold to _____ in accordance with the offer presented by them.

The Council will meet on the 7th day of January 2019, at the City Hall, in the City, at 6:00 p.m., for the purpose of holding a public hearing on the proposal.

At that time and place, oral or written comments or objections may be filed or made, and, following the hearing, the City Council will, at that meeting or a later meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Indianola, Iowa.

Diana Bowlin
City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF WARREN
CITY OF INDIANOLA

SS:

I, the undersigned, Clerk of the City of Indianola, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the Council's proposal to take action in connection with the sale of real property, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk

STATE OF IOWA
COUNTY OF WARREN
CITY OF INDIANOLA

SS:

I, the undersigned, Clerk of the City of Indianola, Iowa, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a sale of real property, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk

(Attach here publisher's original affidavit with clipping of the notice, as published)

Meeting Date: 12/17/2018

Information
Subject

Resolution approving Supplemental Number 12 to the Professional Services Agreement for the South "K" Street Paving (South 17th Street to 2nd Avenue) with Snyder & Associates

Information

In your packet is the resolution and professional service agreement for supplement number 12 for the South "K" Street Paving (South 17th Street to 2nd Avenue) in an amount of \$90,000. The project consists of completing preliminary design for improvements to South "K" Street from the City limits, north approximately 1.2 miles, to 2nd Avenue (IA Highway 92) coordinated with the relocation of "J" Street north of 2nd Avenue.

Scope of Services will be completed to accommodate a February 2020 bid letting through IDOT. Tentative dates include:

Concept Statement Submittal	February 16, 2019
Assessment Feasibility	April 30, 2019
Preliminary Design	July 1, 2019
Project Packaging Plan	July 31, 2019
Public Information Meeting	August of 2019
Right of Way Process compete	November of 2019
Phase 1 Check Plans to Iowa DOT	October 25, 2019*
Phase 1 Final Plans and Project Dev. Certification	November 22, 2019*
Phase 1 Contracts Turn-In	December 6, 2019
Phase 1 Bid Letting (Iowa DOT)	February 21, 2020

*Tentative dates based on project packaging plan

Fiscal Impact
Attachments

Resolution

Supplement Agreement 12

RESOLUTION NO. 2018-_____

**RESOLUTION APPROVING SUPPLEMENTAL NO. 12 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH SNYDER &
ASSOCIATES FOR THE SOUTH ‘K’ STREET PAVING
(SOUTH 17TH STREET TO 2ND AVENUE)**

WHEREAS, the City Indianola, Iowa, is in engaged with Snyder and Associates to provide municipal engineering services for the City; and

WHEREAS, the City of Indianola, Iowa, is in need of a supplemental agreement with Snyder and Associates for the South “K” Street paving (South 17th Street to 2nd Avenue); and

WHEREAS, it is the determination of the City Council that the City should enter into the Supplemental No. 12 Professional Services Agreement with Snyder & Associates 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 Supplemental Professional Services Agreement with Snyder & Associates for the South “K” Street Paving (South 17th Street to 2nd Avenue) 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 Supplemental 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 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Project No.:

Supplemental Agreement No. 12
A Supplement to the
City of Indianola, IA & Snyder & Associates, Inc.
Professional Services Agreement

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

PROJECT NAME:

South K Street Paving – S 17th Street to 2nd Avenue

PROJECT DESCRIPTION:

The PROJECT consists of completing preliminary design for improvements to South K Street from the City limits, north approximately 1.2 miles, to 2nd Avenue (IA Highway 92) coordinated with the relocation of J Street north of 2nd Avenue.

SCOPE OF WORK:

Refer to attached Exhibit "A".

SCHEDULE:

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

COMPENSATION:

Snyder & Associates, Inc. will provide the above services at the standard hourly rate found in Exhibit B, not to exceed \$90,000.

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

CITY OF INDIANOLA

By: _____
 (Authorized signature)

 (Title)

Date:

SNYDER & ASSOCIATES, INC.

By:  _____
 (Authorized signature)

 President
 (Title)

Date:

EXHIBIT ‘A’

SOUTH K STREET PAVING S 17TH STREET TO 2ND AVENUE FOR CITY OF INDIANOLA, IOWA

SCOPE OF SERVICES October 28, 2018

I. PROJECT DESCRIPTION

The project includes professional engineering services for separate grading and paving projects for the construction of South K Street from S 17th Street north to 2nd Avenue in of Indianola, Iowa. The project is approximately 1.7 miles in length. Professional services will include topographic and boundary survey, geotechnical investigation, preliminary road and drainage design and project implementation plans, public information meetings, and right of way design. Final construction plans and specification, construction administration and observation may be added as additional services, but are not included in this scope of services.

II. SCOPE OF SERVICES

A. BASIC SERVICES

1. Project Administration

- a. Monthly progress reports to the CLIENT.
- b. Monthly billing reports.
- c. Project coordination for engineering and coordination with the OWNER and Utility Companies.
- d. Project design review with the CLIENT, as needed.
- e. Project Funding Plan. Several fund sources have been identified for the project including Federal Surface Transportation Program funds through CIRTPA, local funds and special assessments. The PROFESSIONAL will coordinate with CIRTPA and Iowa DOT and develop an amended Project Concept Statement based on the phased implementation plan.
- f. Assessment Feasibility. The PROFESSIONAL will review the existing special assessment policy and methodology and recent court findings to evaluate the feasibility of assessing the special benefits inferred on adjacent properties by the paving project. The Professional will also investigate the feasibility of petition and waiver process for developable

properties and Agricultural deferment for agricultural properties as appropriate. The professional will draft a project specific assessment methodology for consideration by the City.

- g. Public Engagement. The professional will conduct a public information meeting, in open house format, to present preliminary findings and project information and to gather concerns and issues from the public. The project funding plan and the assessment feasibility will be presented to City Council work sessions. A final public information meeting will be conducted when the implementation plan is adopted, the preliminary plans are complete and future project activities have been scheduled.
- h. Project Packaging plan. Upon completion of the preliminary plans, assessment feasibility and construction cost opinion, the PROFESSIONAL will prepare a project packaging plan that identifies improvement segments, funding sources and schedules for the contemplated phases of the overall project.

2. Topographic Survey

The PROFESSIONAL will survey a 250-foot wide corridor along South K Street. This service includes:

- a. Horizontal Datum will be provided using local datum.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01-foot. Larger sites will require benchmarks at intervals not to exceed 1000-feet horizontal or 25-feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate computer-aided design (CAD) drawing level to view when applicable. An approximate 50-foot grid will be used to create a topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. The PROFESSIONAL will perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed improvements.
- g. The PROFESSIONAL will provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes contacting Iowa One Call following Chapter 480 of the Iowa Code to locate existing public

utilities on the site and perform a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utilities will not be located. The utility survey will meet the requirements of an ASCE Standard CI/ASCE 38-02 Quality Level “C” Subsurface Utility Engineering survey. Quality Level C involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Enhancing the survey to a Quality Level B or A will be considered additional services.

- h. Location of trees 6 inches and greater not lying with wooded area will be noted as deciduous or coniferous.
- i. The drip line or perimeter outline of wooded/brush areas will be shown.

3. Boundary Survey

- a. The PROFESSIONAL will field verify the existing boundary line(s) to facilitate right of way design and enable creation construction documents. This service includes, research the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s) and section corner certificate(s); perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents for design purposes only. The CLIENT shall provide or disclose all known information pertaining to the property. This would include but not limited to boundary conflicts with adjoining owners, deeds, surveys concepts drawings and easements. This work does not constitute a certified boundary survey and missing monuments will not be set.
- b. Ambiguities in existing deed(s), disputed boundaries/corners, revisions, modifications and changes of scope will be considered additional services.

4. Preliminary Design and Plans

- a. The survey base drawings developed under this scope will be supplemented by LiDAR elevation data available from the Iowa Department of Natural Resources to facilitate the preliminary design alignment. The preliminary design phase will conclude with a field review with CLIENT staff and a public information meeting with adjacent property owners and other concerned citizens. The preliminary design will be approved by the CLIENT before moving forward with right of way acquisitions and detailed final design. The preliminary plans

will be sent to utility companies in order for them to identify potential conflicts. Preliminary Plans will include the following:

1. Title Sheet
 2. Typical Sections
 3. Roadway Plan and Profile
 4. Evaluation of Existing Culverts and Sizing of Replacement Culverts
 5. Construction Staging Concept
 6. Preliminary Grading Limits
 7. Cross Sections
- b. Probable Costs - The PROFESSIONAL shall prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.

B. ENVIRONMENTAL SERVICES

1. Phase I Environmental Site Assessment
 - a. The PROFESSIONAL will complete a Phase I Environmental Site Assessment (ESA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property.
 - b. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System.
 - c. The review will include a search for any information related to the subject properties and surrounding area. Snyder & Associates, Inc. will review data provided by the Iowa Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial

photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

- d. The PROFESSIONAL will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.
- e. The PROFESSIONAL will provide to the Client written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The client will provide landowner information including, names, addresses, and phone numbers.
- f. The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002. A report will be completed within three weeks upon written authorization.

2. Wetland and Stream Delineation

- a. The PROFESSIONAL will provide a Wetland and Stream Delineation for the PROJECT.
- b. The Wetland Delineations will be performed to determine the upper boundaries of wetland areas at the project site. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
- c. Site visits will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement.
- d. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- e. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

3. Threatened and Endangered Species Habitat Survey

- a. The PROFESSIONAL will evaluate potential threatened and endangered (T&E) species habitat at the project site.
 - b. The PROFESSIONAL will conduct a web search for all pertinent information regarding the species further potential habitat within the proposed project area. Reference to all identified sources will be included in an all-inclusive bibliography in a final report provided by the PROFESSIONAL.
 - c. Environmental staff of the PROFESSIONAL will complete a site visit to identify potential habitat within the project area.
 - d. A memo documenting the findings and all pertinent information identified during the research period will be provided to the CLIENT. The PROFESSIONAL will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.
4. Cultural Resources Assessment
- a. The purpose of a Phase IA archaeological assessment is to complete overview research to determine the likelihood that archaeological sites are present in the project area and make a recommendation as to whether additional, more intensive, archaeological survey is warranted.
 - b. The Phase IA archaeological research will involve:
 - 1. Brief field reconnaissance to visually inspect the project area and probe in selected locations to determine stratigraphy and extent of disturbance;
 - 2. A general environmental overview of the project area;
 - 3. An overview of soils within the project area and their potential to contain archaeological deposits;
 - 4. A review of historic maps including general land office maps, state atlases, county plat maps, aerial photographs, transportation maps, and other sources as relevant
 - 5. A review of previously recorded archaeological sites and previous cultural resource investigations within the project area;
 - 6. A review of the database of properties currently listed on the National Register of Historic Places;
 - 7. An examination of the LANDMASS and burial mound models for this area
 - c. A reconnaissance level architectural history survey will be completed within the project limits. The primary intent of this study will be to assess whether historic architectural resources are present in the vicinity that could be adversely affected by the proposed project, and to assist project engineers with avoidance of adverse effects to resources. A brief review of the County Assessor's data indicates that only two resources in the project vicinity are older than 45 years.

- d. The reconnaissance level investigation will provide a listing and brief description of previously evaluated architectural properties in the immediate vicinity of the project area; brief (reconnaissance-level) examination of other architectural resources in the vicinity; and photographs of historic buildings. The study will assist with avoidance of resources and recommend whether more intensive survey and evaluation is warranted, or whether indirect effects (from vibrations) may be an issue for the project.
- e. Upon completion of the fieldwork, a report will be prepared for each investigation that details the study's findings, conclusions, and recommendations for the project, and that includes maps and figures. The scope includes all costs for background research, state site file research, reconnaissance fieldwork, analysis, completion of forms for SHPO, and final report preparation for the project. The CLIENT will contact landowners to gain permission for us to access private property at the outset of the project, if necessary. Three copies of each final report will be submitted to you or to any individuals/agencies that you request. A pdf copy will also be submitted.

C. ADDITIONAL SERVICES

1. Geotechnical Investigation

- a. The PROFESSIONAL will hire Allender Butzke Engineers, Inc., an independent subcontractor, to obtain up to 13 soil borings along the existing gravel road and one in the potential borrow area. The geotechnical investigation includes drilling, sampling, lab testing, engineering analysis of subgrade conditions and slope stability, and a written report.
- b. Professional Services during construction are not included in this scope and will be added by contract amendment if necessary.

2. Acquisition Plats

- a. PROFESSIONAL will provide Easement Plats in accordance with the Iowa Code. This service includes a drawing certified by a professional land surveyor licensed in the State of Iowa at a suitable scale depicting the needs along with legal descriptions in word format and electronic coordinates with elevations of critical monuments found during the boundary verification. Four original Plats with an original signature will be provided to the CLIENT for the recording of the plat at the Warren County Recorder's Office. The estimated budget for this service is based on a unit price of six hundred and fifty dollars (\$650.00) for each plat created. A total of 20 acquisition plats are assumed for this scope. Plats

will not be prepared for temporary easement acquisitions. Plan sheets will be used for temporary easement exhibits.

3. Right of Way Services

- a. The PROFESSIONAL will design right of way that needs to be acquired to construct the proposed improvements.

III. SCHEDULE

The PROFESSIONAL will complete the above scope of services to accommodate a February 2020 bid letting through the Iowa Department of Transportation. Milestone dates for the project are as follows:

Concept Statement Submittal	February 16, 2019
Assessment Feasibility	April 30, 2019
Preliminary Design	July 1, 2019
Project Packaging Plan	July 31, 2019
Public Information Meeting	August of 2019
Right of Way Process Complete	November of 2019
Phase 1 Check Plans to Iowa DOT	October 25, 2019*
Phase 1 Final Plans and Project Development Certification	November 22, 2019*
Phase 1 Contracts Turn-In	December 6, 2019*
Phase 1 Bid Letting (Iowa DOT)	February 21, 2020

*Tentative dates based on project packaging plan

IV. FEES

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

BASIC SERVICES

Project Administration	\$11,500
Survey & Base Drawings	\$26,000
Preliminary Design and Plans (to 35%)	\$20,650

ENVIRONMENTAL SERVICES

Phase I Environmental Site Assessment	\$2,600
Wetland and Stream Delineation	\$5,100
T & E Habitat Survey	\$2,500
Cultural Resources	\$8,700

SUBTOTAL.....\$77,050

FINAL DESIGN & PLANS

- a. By Amendment

CONSTRUCTION PHASE SERVICES

- b. By Amendment

ADDITIONAL SERVICES

a. Geotechnical Investigation	\$12,950
b. Wetland and Stream Mitigation Plan	By Amendment
c. Acquisition Plats	By Amendment
d. Right of Way Services	By Amendment

SUBTOTAL ADDITIONAL SERVICES.....\$12,950

TOTAL\$90,000

V. REIMBURSABLE EXPENSES

The following items are not included in the above scope and fee and will be reimbursed at actual expenses. The following are estimated fees:

- Title Certificates: Estimated at \$500/parcel
- Project Data Book (value determination for acquisitions less than \$10,000)
- Appraisals (required for acquisitions in excess of \$10,000): Estimated at \$2,400/parcel

- Review appraisals (required for acquisitions in excess of \$10,000): Estimated at \$1,300/parcel)

EXTRA SERVICES

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

1. Assessment Plats and Schedules
2. Submittal fees and/or permit fees to any and all regulatory agencies.
3. NPDES permit application fees
4. Street lighting design
5. CLIENT requested major revisions
6. Utility company locates
7. Quality Level A or B Subsurface Utility Engineering Surveys
8. Construction services
9. Individual 404 Permit application process
10. Phase II Environmental studies

EXHIBIT 'B'

**SNYDER & ASSOCIATES, INC.
2018-19
STANDARD FEE SCHEDULE**

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$202.00	/hour
Principal I		\$191.00	/hour
Senior		\$171.00	/hour
VIII		\$158.00	/hour
VII		\$150.00	/hour
VI		\$144.00	/hour
V		\$134.00	/hour
IV		\$124.00	/hour
III		\$113.00	/hour
II		\$103.00	/hour
I		\$90.00	/hour
Technical			
Technicians--CADD, Survey, Construction Observation			
Lead		\$121.00	/hour
Senior		\$116.00	/hour
VIII		\$108.00	/hour
VII		\$100.00	/hour
VI		\$89.00	/hour
V		\$80.00	/hour
IV		\$74.00	/hour
III		\$62.00	/hour
II		\$54.00	/hour
I		\$47.00	/hour
Administrative			
II		\$62.00	/hour
I		\$50.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	

Meeting Date: 12/17/2018

Information

Subject

Resolution authorizing execution of a Professional Service Agreement between HR Green and the City of Indianola for the Indianola Wastewater Treatment Plant Improvements

Information

Council will need to consider a resolution (packet) approving the execution of a professional service agreement (packet) for the Indianola Wastewater Treatment Plant in an amount not to exceed \$2,100,000.00. Highlights of the scope of services includes:

- Final design for the wastewater treatment plant for liquid and solids treatment received by the City of Indianola's sanitary sewer collection system
- Discipline designs and systems for the wastewater treatment plant including; civil, process, architectural, structural, mechanical, electrical and controls design.
- Work through sub-consultants for services for geotechnical investigations and report; architectural design services; and boundary and topographic surveying
- Schematic Design
- Design Development
- Construction Documents

Deliverable and schedules included in this agreement

- SRF Funding Application Submittal - March 1, 2019
- Schematic Design - 30% Final Design - May 1, 2019
- Design Development - 60% Final Design - July 15, 2019
- Construction Documents - 100% complete - September 30, 2019
- Bidding Assistance - TBD

Fiscal Impact

Attachments

Resolution
Agreement

RESOLUTION NO. 2018-__

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR THE INDIANOLA WASTEWATER
TREATMENT PLANT IMPROVEMENTS**

WHEREAS, the City Indianola, Iowa, is engaged with HR Green to provide the engineering services for the City; and

WHEREAS, the City of Indianola, Iowa, is in need of a Professional Services Agreement for the Indianola Wastewater Treatment Plant Improvement with HR Green; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement – Indianola Wastewater Treatment Plant Improvements, in an amount not to exceed \$2,100,000, 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 Service Agreement – Indianola Wastewater Treatment Plant Improvements with HR Green in an amount not to exceed \$2,100,000 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 – Indianola Wastewater Treatment Plant Improvements 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 17th day of December 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Indianola Wastewater Treatment Plant Improvements

Ryan Waller, City Manager
City of Indianola, IA
110 N. 1st Street
Indianola, Iowa, 50125
(515) 961-9410

Jim Rasmussen, Vice President
HR Green, Inc.
5525 Merle Hay Rd, Suite 200
Johnston, IA, 50131
Project No.181950

December 17, 2018

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

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

1.0 Project Understanding

1.1 General Understanding

COMPANY has completed a Facility Plan and Antidegradation Alternatives Analysis for the CLIENT for Wastewater Treatment Plant Improvements to replace the existing Indianola North Wastewater Treatment Facility. COMPANY will provide preliminary and final design and bidding services for the Indianola Wastewater Treatment Plant Improvements project for CLIENT. The Construction Phase Services for this project will be included in a subsequent phase.

The existing North Wastewater Treatment Facility has exceeded its useful life and can no longer function in the manner it was designed for. This project is for the preliminary and final design and bidding services for a new WWTP to be located at the Farm Site approximately 1.5 miles to the northwest of the existing wastewater treatment facility. The new WWTP Trunk Sanitary Sewer Improvements are covered under a separate Professional Services Agreement with the CLIENT.

1.2 Design Criteria/Assumptions

Design will meet requirements of State Revolving Loan Fund (SRF) program.
Project will be completed in one construction contract.
General design for WWTP will follow the Facility Plan and Conceptual Design.
COMPANY will use sub-consultants for geotechnical testing and report, and architectural design services.
Design will generally follow the Iowa Department of Natural Resources (IDNR) Wastewater Facilities Design Standards.
Design will follow all applicable local codes and design requirements.
A Special Use Permit will be issued for the Wastewater Treatment Plant by Warren County approving the construction as proposed on the Farm Site owned by the CLIENT.

2.0 Scope of Services

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

GENERAL

COMPANY recently completed an Indianola Wastewater System Improvements Conceptual Design for the CLIENT that identified the wastewater treatment processes, configuration and site layout. The CLIENT wishes to complete the final design and bidding of this wastewater treatment plant improvements project. Generally, the project will include the following items:

- Final design for the wastewater treatment plant for liquid and solids treatment of wastewater received by the CLIENT's sanitary sewer collection system. The buildings and structures planned for the WWTP include the following:

Administration Building
Vehicle Storage Building
Headworks Building
Vactor Receiving Station
Grit Removal Building and Grit Tanks
Equalization Tank with return flow pump station
Flow Splitters - 3
Oxidation Ditches – 2
Secondary Treatment Building
Secondary Clarifiers – 3
Peak Flow Treatment Building
Ultraviolet (UV) Disinfection Building
Aerobic Digesters – 4
Solids Processing Building
Biosolids Storage Tank

- Discipline designs and systems for the wastewater treatment plant including; civil, process, architectural, structural, mechanical, electrical and controls design. All sub-systems required for the wastewater treatment plant including site design, excavation, grading, access roads, fencing, security systems, yard piping, site drainage, landscaping, utilities, foundation systems and flood protection.
- Work through sub-consultants for services for geotechnical investigations and report; architectural design services; and boundary and topographic surveying.

COMPANY has been retained by the CLIENT to provide engineering assistance to design and provide bidding assistance services for the Indianola WWTP Improvements project.

Phase 1 – Preliminary and Final Design, and Bidding Services will include four milestones toward completion. The Schematic Design milestone will represent the project to be 30 percent complete, the Design Development milestone will take the information from Schematic Design and develop the project to 60 percent complete, Construction Documents milestone will conclude the design phase (100 percent design), and the final milestone will be Bidding Assistance.

Phase 2 – Construction Phase Services will include construction administration services and resident observation. Phase 2 services will be authorized by Amendment or by a separate Professional Services Agreement (PSA) at a time near the completion of Phase 1 services.

PHASE 1 – PRELIMINARY AND FINAL DESIGN, AND BIDDING SERVICES

A. Preliminary and General Work

1. **Project Kickoff.** Conduct a project initiation meeting to clarify the CLIENT's requirements for the project, review the project staffing and organization, and present the initial work plan and schedule.

2. **Project Initiation Meeting.** Conduct a project initiation meeting with the IDNR to fully discuss the project and project schedule. This project is intended to be funded through State Revolving Loan Funds (SRF).
3. **Project Management.** Provide on-going project management for the design and bidding phase of the project during its duration. Submit the SRF application by March 1st deadline. The design and bidding phase of the project is expected to be complete within ten (10) months. The project is anticipated to be bid and constructed under one construction contract. Project Management will include assisting the CLIENT with SRF funding requirements for the projects. Monthly progress meetings during the design will be held with CLIENT.
4. **Topographic Survey.** Through a subcontract, complete a topographic survey for the WWTP site. The survey should be based on CLIENT's or USGS horizontal and vertical control.
5. **Geotechnical Services.** Complete, through a subcontract, geotechnical testing on the WWTP site and a geotechnical report summarizing the findings and recommendations for design and construction.
6. **Flood Plain Analysis.** Complete stormwater modeling as needed to develop floodway and floodplain along Cavitt Creek near the WWTP site for final design.

B. Schematic Design (30%). The purpose of this level of design is to use the data and guidelines developed in the Facility Plan and Conceptual Design, develop and evaluate alternative design concepts, and agree upon a single design concept. The end products from this task will include sketches and preliminary drawings, which will provide sufficient information for Owner and regulatory agency review and design team coordination and review. Engineer will conduct a design workshop with the Owner prior to the conclusion of this task. Specific work activities and deliverables from this task are identified below:

1. **Sitework.** Schematic design work will include the following activities:
 - Prepare site design concepts and alternative site layouts for the treatment plant improvements. This will include development of structure size, location and orientation; layout of roadways and definition of maneuvering requirements; evaluation of flood plain impacts and restraints; location of utility and piping corridors.
 - Provide through a subcontract, geotechnical investigation of the site areas where new structures will be located. Provide a report summarizing the geotechnical conditions and subsurface design requirements.
2. **Preliminary Treatment.** Schematic design work will include the following activities:
 - Develop hydraulic profile of preliminary treatment through equalization.
 - Develop the size and layout of preliminary treatment facilities including screening, grit removal, flow measurement, and flow splitter. Develop a list of equipment and names of preferred and alternate manufacturers.
 - Develop size and layout of daily and peak flow equalization. Develop equalization control schemes.

- Investigate alternatives for septage and vector truck receiving at the headworks. Prepare a technical memorandum (TM) to outline the recommended septage and vector truck receiving concepts.
 - Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
 - Identify major electrical equipment and develop a power distribution function diagram.
 - Prepare preliminary process and instrumentation diagrams (P&IDs) for preliminary treatment facilities.
 - Develop preliminary heating, ventilation and air conditioning (HVAC) and plumbing concepts.
- 3. Peak Flow Treatment.** Schematic design for Peak Flow Treatment will include the following activities.
- Evaluation of wet weather side stream treatment technologies for selection. Prepare a technical memorandum (TM) to outline the alternatives and recommended technologies.
 - Prepare preliminary process and instrumentation diagrams (P&IDs) for wet weather side stream treatment technologies.
 - Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
 - Identify major electrical equipment and develop a power distribution function diagram.
 - Develop preliminary HVAC and plumbing concepts.
- 4. Secondary Treatment.** Schematic design work will include the following activities.
- Develop a final hydraulic profile for the secondary treatment process through disinfection and discharge to Middle River.
 - Develop the size and layout of secondary treatment facilities including two-stage oxidation ditches, secondary flow splitter, secondary clarifiers, and disinfection system. Develop a list of equipment and names of preferred and alternate manufacturers.
 - Run a process model on the secondary treatment process. Develop expected removal efficiencies and estimates of waste activated sludge (WAS) and return activated sludge (RAS) production and pumping rates.
 - Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
 - Identify major electrical equipment and develop a power distribution function diagram.
 - Prepare preliminary P&IDs for secondary treatment facilities.
 - Develop preliminary HVAC and plumbing concepts.
 - Prepare a TM to summarize the UV system design and make a final recommendation.

- 5. Solids Treatment and Disposal.** Schematic design work will include the following activities:
- Prepare preliminary P&IDs for solids treatment, pumping, and disposal systems.
 - Develop the size and layout of solids pumping facilities including WAS thickening, and digested sludge thickening and potential future dewatering. Develop a technical memorandum (TM) to fully describe these systems and the alternatives. Develop a list of equipment and names of preferred and alternate manufacturers.
 - Develop size and layout of aerobic digestion system including aerobic digester tanks, flow splitter, blowers, controls, recirculation pumping, supernate return, and piping between solids processing building.
 - Run a process model on the solids treatment process. Develop expected sludge quantities and pumping rates. Review nutrient loads being returned to secondary treatment to determine if side-stream treatment is required.
 - Layout biosolids storage tank and ancillary equipment required. Provide concepts for biosolids loadout and unloading for land application options.
 - Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
 - Identify major electrical equipment and develop a power distribution function diagram.
 - Develop preliminary HVAC and plumbing concepts for this portion of the project.
- 6. Additional Improvements.** Schematic design work will include the following additional activities:
- Prepare layout of Administration Building and Vehicle Storage Building including layout of the proposed spaces.
 - Develop structural and architectural concepts for structures and buildings. Develop preliminary architectural floor plans. Identify preliminary structural framing.
 - Develop a security plan for the site and the buildings. Prepare a technical memorandum (TM) to outline the proposed security options and recommendations.
 - Prepare power distribution functional diagram and switchgear schematics as applicable.
 - Prepare preliminary P&IDs and control system block diagram for processes.
- 7. Schematic Design Review.** Complete an internal quality control (QC) review of the schematic design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a Schematic Design Workshop to review the recommended wastewater treatment plant improvements. Five copies of the schematic design documents will be forwarded to the CLIENT for review in advance of the workshop. Following the workshop, two copies of the schematic design documents will be

forwarded to IDNR for review. In addition, the following activities will be completed and discussed at the workshop.

- Develop a preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through the schematic design phases.
- Develop a preliminary plan for sequence of construction of new facilities.

C. Design Development (60%). The purpose of this phase of design is to utilize the decisions that were made in the previous phase to further develop the project design. Structures, equipment, major plant piping, process and the site plan are all finalized during this phase to allow final detailing in the next phase of design. Specific activities, and work products from this phase include the following:

1. Civil/Process Design.

- Prepare a final site plan including locations of structures, buildings, and roads. Structure floor levels and finished grades will be finalized.
- Prepare preliminary site grading drawings and prepare storm water control concepts.
- Layout the preliminary yard piping and plant drain systems. Identify corridors for smaller piping and other utilities.
- Develop process equipment and piping plans.
- Prepare draft specifications for major process equipment.

2. Architectural Design.

- Confirm building floor plans developed in the previous phase with process, structural, electrical and mechanical designers. Add architectural dimensioning and detail.
- Develop preliminary building elevations for all buildings.
- Develop architectural wall sections for all types of construction showing basic elevations and details.

3. Structural Design.

- Establish foundation design criteria for proposed facilities based on the geotechnical report. Prepare the sub-structure structural design.
- Prepare the super-structure structural design for buildings.
- Prepare the structural design for other major structures including tanks.

4. Electrical and Control System Design.

- Develop motor control center layouts and elevations for all areas.
- Prepare interior lighting plans of areas within buildings.
- Develop preliminary P&IDs for sub-systems.

5. Mechanical Design.

- Prepare a preliminary plumbing layout for each building.
- Develop major mechanical equipment specifications.
- Prepare a preliminary plumbing design.
- Prepare a preliminary fire protection design for each building.

- 6. Design Development Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended wastewater treatment plant improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting:

- Complete a constructability review to verify the proposed methods of construction and establish the durations needed for construction activities.
- Update the preliminary opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

- D. Construction Documents (100%).** This phase of final design consists of adding final details to the drawings and completing the specifications. Information developed in previous phases of final design is used to develop final contract documents in this phase. Specific activities and work products from this phase are describe below:

1. Civil/Process Design.

- Prepare the remaining civil/process specifications for the project.
- Complete civil/process details and drawings for all areas.

2. Architectural Design.

- Finalize building sections for buildings including complete wall sections and details and flashing and parapet wall details.
- Finalize building elevations.
- Complete architectural drawings, schedules and details. Prepare architectural specifications.

3. Structural Design.

- Prepare structural specifications.
- Finalize structural design and details for each building and structure.

4. Electrical and Control System Design.

- Prepare electrical site plans.
- Prepare power distribution one-line diagrams for equipment.
- Complete electrical power plans for each building.
- Prepare panel board schedules for each building.
- Prepare electrical and control system specifications.
- Prepare a lighting fixture schedule.
- Finalize P&IDs and an input/output signal list for all systems.
- Prepare instrument details.

5. Mechanical Design.

- Finalize the HVAC design and details for each building.
- Finalize the plumbing and fire protection design for each building.
- Prepare mechanical specifications.

6. Construction Documents Review. Complete an internal quality control (QC) review of the design and make recommended changes as needed. The QC review will include a review within each discipline as well as a review of the project across discipline lines.

Conduct a review meeting to review the recommended wastewater treatment plant improvements. Five copies of the design documents will be provided to the CLIENT. In addition, the following activities will be completed and discussed at the review meeting.

- Update the opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

E. Design Completion. In this phase of the project, the construction documents are reviewed by the Owner and prepared for advertisement. Specific activities and work products from this phase are described below:

- Assemble the final documents and distribute them to CLIENT staff for final review.
- Collect review comments and incorporate them into final bid documents.
- Submit two sets each of final bid documents to the CLIENT and IDNR.

Finalize the opinion of probable construction cost based on final project quantities. Develop latest cost trends for the project.

F Bidding Assistance - After authorization to proceed with the bidding phase, COMPANY shall:

- Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers.
- Assist the CLIENT in advertising for and obtaining bids for construction, receive and process deposits for bidding documents, and maintain a record of prospective bidders to whom bid documents have been issued.
- Issue addenda as appropriate to interpret, clarify or expand bidding documents.
- Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
- Attend the bid opening, prepare bid tabulation sheets, and assist the CLIENT in evaluating bids and awarding the project for construction.

- Prepare construction contract documents and deliver the executed documents to the CLIENT and legal counsel for review.

3.0 Deliverables and Schedules Included in this Agreement

SRF Funding Application Submittal	March 1, 2019
Schematic Design - 30% Final Design	May 1, 2019
Design Development – 60% Final Design	July 15, 2019
Construction Documents – 100% complete	September 30, 2019
Bidding Assistance	TBD

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

4.0 Items not included in Agreement/Supplemental Services

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

Additional final design related to another site.
Construction Phase Services
Additional engineering services related to rebidding or bid protests
Preparing design documents for more than one construction contract
Wetland, flood plain or storm water investigations
Land acquisition services

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

5.0 Services by Others

The following services will be completed by subcontractor:

Topographical land survey
Geotechnical testing, investigation and report
Architectural design services

6.0 Client Responsibilities

- Make existing WWTP and sanitary sewer drawings, data, records, condition assessment, history available as needed.
- Provide prompt review of drawings specifications, technical memos, etc.

- Provide legal review of information needed for the project.
- Secure Special Use Permit from Warren County.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$2,100,000.00.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless

COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$5,000,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

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

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

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Approved by: _____



Printed/Typed Name: James R. Rasmussen

Title: Vice-President

Date: 12/13/2018

City of Indianola

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Meeting Date: 12/17/2018

Information

Subject

Resolution authorizing execution of a Professional Service Agreement between HR Green and the City of Indianola for the WWTP Trunk Sanitary Sewer Improvements

Information

Council will need to consider a resolution (packet) approving the execution of a professional service agreement (packet) for the Indianola WWTP Trunk Sanitary Sewer Improvements in an amount not to exceed \$280,000.

Highlights of the scope of services includes:

- Approximately 12,000 linear feet of 36-inch and 42-inch gravity sanitary trunk sewer to carry raw wastewater from just ahead of the existing North Wastewater Treatment Plant to the proposed wastewater treatment plant at the Farm Site.
- Approximately 3,000 linear feet of gravity sanitary outfall sewer from downstream of the disinfection process at the WWTP to the headwall structure at the Middle River.
- Work through a sub-consultant for services for boundary and topographic surveying; geotechnical investigations and report; and land acquisition services
- Preliminary and final design, and bidder services
- Schematic Design
- Construction Documents
- Bidding Assistance

Deliverables and schedules included in this agreement:

- SRF Funding Application Submittal - March 1, 2019
- Schematic Design - 50% final design - May 1, 2019
- Construction Documents - 100% complete - September 1, 2019
- Bidding Assistance - TBD

Fiscal Impact

Attachments

Resolution
Agreement

RESOLUTION NO. 2018-__

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR THE INDIANOLA WWTP TRUNK
SANITARY SEWER IMPROVEMENTS**

WHEREAS, the City Indianola, Iowa, is engaged with HR Green to provide the engineering services for the City; and

WHEREAS, the City of Indianola, Iowa, is in need of a Professional Services Agreement for the Indianola WWTP Trunk Sanitary Sewer Improvements with HR Green; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement – Indianola WWTP Trunk Sanitary Sewer Improvements, in an amount not to exceed \$280,000, 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 Service Agreement – Indianola WWTP Trunk Sanitary Sewer Improvement with HR Green in an amount not to exceed \$280,000 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 – Indianola WWTP Trunk Sanitary Sewer Improvement 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 17th day of December 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Indianola WWTP Trunk Sanitary Sewer Improvements

Ryan Waller, City Manager
City of Indianola, IA
110 N. 1st Street
Indianola, Iowa, 50125
(515) 961-9410

Jim Rasmussen, Vice President
HR Green, Inc.
5525 Merle Hay Rd, Suite 200
Johnston, IA, 50131
Project No.181556

December 17, 2018

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

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

1.0 Project Understanding

1.1 General Understanding

COMPANY will provide preliminary and final design and bidding services for the Indianola WWTP Trunk Sanitary Sewer Improvements project for CLIENT. The Construction Phase Services for this project will be included in a subsequent phase.

1.2 Design Criteria/Assumptions

Design will meet requirements of State Revolving Loan Fund (SRF) program.

Project will be completed in one construction contract.

General alignment for the trunk sanitary sewer will follow the alignment developed in the Conceptual Design.

COMPANY will use sub-consultants for geotechnical testing and report, land acquisition services, and boundary and topographic survey work.

Design will generally follow the Iowa Department of Natural Resources (IDNR) Design Standards outlined in Chapter 12, Iowa Standards for Sewer Systems

2.0 Scope of Services

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

GENERAL

COMPANY recently completed an Indianola Wastewater System Improvements Conceptual Design for the CLIENT that identified a sanitary trunk sewer alignment and WWTP outfall sewer alignment. The CLIENT wishes to complete the final design and bidding of this sewer improvements project. Generally, the project will include the following items:

- Approximately 12,000 linear feet of 36-inch and 42-inch gravity sanitary trunk sewer to carry raw wastewater from just ahead of the existing North Wastewater Treatment Plant to the proposed wastewater treatment plant (WWTP) at the Farm Site. The connection point at the proposed WWTP will be adjacent to the new Headworks Building. This work includes removals, excavation, bedding, backfill, compaction, restoration, grading, finishes, surfacings, manholes, connections, tunneling, and other ancillary work for the gravity sanitary trunk sewer.
- Approximately 3,000 linear feet of gravity sanitary outfall sewer from downstream of the disinfection process at the WWTP to the headwall structure at the Middle River. This work includes removals, excavation, bedding, backfill, compaction, restoration, grading, finishes, manholes, headwall structure, and other ancillary work for the gravity sanitary outfall sewer.
- Work through a sub-consultant for services for boundary and topographic surveying; geotechnical investigations and report; and land acquisition services.

COMPANY has been retained by the CLIENT to provide engineering assistance to design and provide bidding assistance services for the Indianola WWTP Trunk Sanitary Sewer Improvements project.

Phase 1 – Preliminary and Final Design, and Bidding Services will include three milestones toward completion. The Schematic Design milestone will represent the project to be 50 percent complete, the Construction Documents milestone will conclude the design phase (100 percent design), and the final milestone will be Bidding Assistance. Phase 2 – Construction Phase Services will include construction administration services and resident observation. Phase 2 services will be authorized by Amendment or by a separate Professional Services Agreement (PSA) at a time near the completion of Phase 1 services.

PHASE 1 – PRELIMINARY AND FINAL DESIGN, AND BIDDING SERVICES

A. Preliminary and General Work

1. **Project Kickoff.** Conduct a project initiation meeting to clarify the City's requirements for the project, review the project staffing and organization, and present the initial work plan and schedule.
2. **Project Initiation Meeting.** Conduct a project initiation meeting with the IDNR to fully discuss the project and project schedule. This project is intended to be funded through State Revolving Loan Funds (SRF).
3. **Project Management.** Provide on-going project management for the design and bidding phase of the project during its duration. Submit the SRF application by March 1st deadline. The design and bidding phase of the project is expected to be complete within ten (10) months. The project is anticipated to be bid and constructed under one construction contract. Project Management will include assisting the CLIENT with SRF funding requirements for the projects. Monthly progress meetings during the design will be held with CLIENT.
4. **Topographic Survey.** Through a subcontract, complete a topographic survey for the gravity trunk sewer and gravity outfall sewer sites. The survey should be based on City or USGS horizontal and vertical control. Provide easement descriptions and documents for land acquisition.
5. **Land Acquisition Services.** Complete, through a subcontract, land acquisition services for easements along the gravity sewer alignment. This scope item includes land acquisition services for up to 12 permanent and temporary easement parcels.
6. **Geotechnical Services.** Complete, through a subcontract, geotechnical testing along the gravity sewer alignment and a geotechnical report summarizing the findings and recommendations for design and construction.

B. Schematic Design - This portion of the project will define the elements of the project and prepare them to approximately 50 percent complete stage.

1. **Finalize Gravity Sewer Hydraulics for Trunk Sewer Improvements.** Develop hydraulic profile and preliminary plans for trunk and outfall gravity sewers.

Preliminary plans should include planned structures, creek and road crossings, tunneling, special structures, recommendation for piping materials, etc.

2. **Select Gravity Trunk and Outfall Sewer Alignment.** Review gravity trunk sewer alignment alternatives and make recommendations to CLIENT. Identify structures and connection concepts. Develop sanitary sewer alignment plans and details.
 3. **Prepare Tunneling Recommendations and Technical Memorandum.** Prepare Technical Memo to define all water, road and utility crossing designs and details. Develop draft specifications for tunneling and crossing requirements.
 4. **Additional Information.** Prepare draft specifications and preliminary drawings for review. The draft documents shall include background information/drawings, construction issues, preliminary layouts/concepts, and ancillary system requirements. Prepare Schematic Design Opinion of Project Cost. Develop draft construction sequence.
 5. **QC Review.** Complete an internal quality control (QC) review of the design and make recommended changes as needed.
 6. **Meeting with CLIENT.** Provide five (5) sets of documents to CLIENT. Meet with CLIENT to discuss concepts and issues of project and findings to date. The CLIENT shall provide any requirements/concerns of the project. Develop preliminary construction schedule for the construction project.
- C. **Construction Documents** – This portion of the project will expand on the Schematic Design detailed layout and elements of the projects and prepare them to finally complete documents ready for bidding.
1. **Contract Documents.** The purpose of this phase of design is to utilize the decisions that were made in the previous stages to further develop the project design to final details and completing the specifications. Specific activities and work products from this phase are described below:
 - Prepare the remaining civil/process specifications for the project.
 - Review recommendations presented in the Geotechnical Report and required in the final design with the geotechnical subconsultant.
 - Complete civil/process details and drawings for all areas.
 - Complete all pipeline plans and profile drawings.
 - Develop final project quantities.
 2. **Construction Documents Review.** Conduct a review meeting to review the construction documents for the project. Five (5) copies of the design documents will be provided to the CLIENT staff. In addition, the following activities will be completed and discussed at the review meeting.
 - Complete an internal quality control (QC) review of the design and make recommended changes as needed.
 - Update the schematic design opinion of probable construction cost for the work. Identify and track significant cost changes as cost trends. Develop a summary of cost trends for the project through this point of project completion.

3. Design Completion. In this phase of the project, the construction documents are reviewed by the CLIENT and prepared for advertisement. Specific activities and work products from this phase are described below:

- Submit two sets each of final bid documents to the City and IDNR.
- Finalize the opinion of probable construction cost based on final project quantities. Develop latest cost trends for the project.
- Present project to Council.
- Submit final plans and specifications along with the appropriate Schedules to the IDNR for final review for a Construction Permit. Meet with the IDNR to review the project and address any questions and comments.

D. Bidding Assistance - After authorization to proceed with the bidding phase, COMPANY shall:

- Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers.
- Assist the CLIENT in advertising for and obtaining bids for construction, receive and process deposits for bidding documents, and maintain a record of prospective bidders to whom bid documents have been issued.
- Issue addenda as appropriate to interpret, clarify or expand bidding documents.
- Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the Contractor for those portions of the work where such acceptability is required by the bidding documents.
- Attend the bid opening, prepare bid tabulation sheets, and assist the CLIENT in evaluating bids and awarding the project for construction.
- Prepare construction contract documents and deliver the executed documents to the CLIENT and legal counsel for review.

3.0 Deliverables and Schedules Included in this Agreement

SRF Funding Application Submittal	March 1, 2019
Schematic Design - 50% Final Design	May 1, 2019
Construction Documents – 100% complete	September 1, 2019
Bidding Assistance	TBD

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

4.0 Items not included in Agreement/Supplemental Services

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

Construction Phase Services
Additional engineering services related to rebidding or bid protests
Preparing design documents for more than one construction contract
Wetland, flood plain or storm water investigations
Survey and Land acquisition services for more than 12 easement parcels

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

5.0 Services by Others

The following services will be completed by subcontractor:

Topographical land survey, easement descriptions, legal surveys
Land acquisition services
Geotechnical testing, investigation and report

6.0 Client Responsibilities

- Make existing WWTP and sanitary sewer drawings, data, records, condition assessment, history available as needed.
- Provide prompt review of drawings specifications, technical memos, etc.
- Provide legal review of information needed for the project.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$ 280,000.00.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless

COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$1,000,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

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

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

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Approved by:



Printed/Typed Name: James R. Rasmussen

Title: Vice-President

Date: 12/13/2018

City of Indianola

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Meeting Date: 12/17/2018

Information

Subject

Resolution approving salaries

Information

This action sets salaries per the personnel management guide, union contract and seasonal salaries:
Sean Lunde, Part-Time EMS/Paramedic, \$18.76/hour effective December 23, 2018

Fiscal Impact

Attachments

Resolution

RESOLUTION 2018-____
APPROVING SALARIES

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

This action sets salaries per the personnel management guide, union contract and seasonal salaries:

Sean Lunde, Part-time EMS/Paramedic, \$18.76/hour effective December 23, 2018

Passed and approved on the 17th day of December 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 12/17/2018

Information**Subject**

Resolution approving a new Employee Handbook

Information

In your packet is the resolution approving the Employee Handbook (packet). HR Director Melissa McCoy recommends (memo) combining the Personnel Management Guide and Employee Handbook, as well as updating policies/process/procedures. In alignment with the Human Resources goals and the City's strategic plan, the Human Resources department has conducted a complete review of the City's personnel policies.

The attached Employee Handbook consolidates these documents, updates various sections, memorializes current City policies, procedures and complies with state and federal guidelines. Below is a summary of the changes that were made; there were no substantive changes made.

- Combined two documents, the Personnel Management Guide and Employee Handbook, into one Employee Handbook
- Updated/added regulatory policies (ie. Lactation policy, Whistleblower policy, Pregnancy Leave)
- Memorialized process currently following, but not documented in the current Personnel Management Guide and Employee Handbook (ie. Rehire/Reinstatement process, Wellness Program, new Safety Training process)
- Streamlined manual processes to eliminate manual work. Those processes include:
 - Eliminating family sick; policy changed to allow sick time to be used for family use
 - Changing the vacation rollover from 160 hours to 166.47 to avoid manual updates of the last accrual of the year
- Updated policies to be more in line with the metro cities
 - Tuition Reimbursement policy for non-union employees – increase from \$800 to \$1,200 with a \$4,800 lifetime maximum
 - Bereavement leave – change to three days off for death of grandchild, grandparent, step grandchild and step grandparent. Currently policy only allows for one day off. Also allowing part-time employees to have one day of bereavement whereas currently policy requires them to use sick time.

The updated Employee Handbook has been reviewed by legal, the City's safety consultant and a staff committee. Once approved this document will be reviewed and updated annually. Human Resources is recommending the City Council approve the updated Employee Handbook to bring the City back into compliance.

Fiscal Impact**Attachments**

Resolution

Memo

Employee Handbook

RESOLUTION NO. 2018-

RESOLUTION APPROVING THE EMPLOYEE HANDBOOK

WHEREAS, the City Indianola, Iowa, conducted a complete review of the City's personnel policies; and

WHEREAS, the City's Personnel Management Guide was last updated August 2014 and the Employee Handbook was last updated September 2014; and

WHEREAS, the City of Indianola, Iowa, needs to update its existing policies to ensure compliance with state and federal guidelines and update current processes and procedures; and

WHEREAS, the revisions include updating and adding regulatory policies, memorializing current processes not currently documented, streamlining manual processes and updating benefit policies to make the City more competitive within the market; and

WHEREAS, the purpose of these policies is to ensure the City's human resources functions continue to provide direction in making personnel management decisions and provides employees with established standards for conduct.

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

That the updated Employee Handbook shall be approved for implementation January 2019.

PASSED this 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



HUMAN RESOURCES

Date: December 17, 2018

To: Mayor and Council

From: Melissa McCoy, Human Resources Director

CC: Ryan Waller, City Manager

RE: Employee Handbook Update

In alignment with the Human Resources goals and the City's strategic plan, the Human Resources department has conducted a complete review of the City's personnel policies. Previously, the City had two documents which do not reflect certain state and federal requirements.

Attached is a draft that consolidates these documents, updates various sections, memorializes current City policies and procedures and complies with state and federal guidelines. Below is a summary of the changes that were made; there were no substantive changes made.

- Combined two documents, the Personnel Management Guide and Employee Handbook, into one Employee Handbook
- Updated/added regulatory policies (ie. Lactation policy, Whistleblower policy, Pregnancy Leave)
- Memorialized processes currently following, but not documented in the current Personnel Management Guide and Employee Handbook (ie. Rehire/Reinstatement process, Wellness Program, new Safety Training process)
- Streamlined manual processes to eliminate manual work. Those processes include:
 - Eliminating family sick; policy changed to allow sick time to be used for family use
 - Changing the vacation rollover from 160 hours to 166.47 to avoid manual updates of the last accrual of the year
- Updated policies to be more in line with the metro cities
 - Tuition Reimbursement policy for non-union employees – increase from \$800 to \$1,200 with a \$4,800 lifetime maximum
 - Bereavement leave – change to 3 days off for death of grandchild, grandparent, step grandchild and step grandparent. Currently policy only allows for 1 day off. Also allowing part-time employees to have one day of bereavement whereas currently policy requires them to use sick time.

The updated Employee Handbook has been reviewed by legal, the City's safety consultant and a staff committee. Once approved this document will be reviewed and updated annually. Human Resources is recommending the City Council approve the updated Employee Handbook to bring the City back into compliance.



EMPLOYEE HANDBOOK

January 2019

TABLE OF CONTENTS

INTRODUCTION	7
1.1 PURPOSE	7
1.2 ADOPTION AND POLICY AMENDMENT	7
1.3 ADMINISTRATIVE REGULATIONS	7
1.4 DEFINITIONS	7
1.5 AT-WILL EMPLOYMENT	7
1.6 CHANGE IN POLICY	8
EMPLOYMENT POLICIES	9
2.1 EQUAL EMPLOYMENT OPPORTUNITY	9
2.2 AMERICAN'S WITH DISABILITIES ACT	10
2.3 ANTI-HARASSMENT AND DISCRIMINATION	12
2.4 RETALIATION	17
2.5 CIVIL SERVICE	17
2.6 WHISTLEBLOWER	18
WORK RULES AND PROCEDURES	19
3.1 EMPLOYEE CLASSIFICATION	19
3.2 RECRUITMENT AND SELECTION	20
3.3 CIVIL SERVICE	21
3.4 VETERANS PREFERENCE	22
3.5 REHIRE/REINSTATMENT	22
3.6 ANNIVERSARY DATES	24
3.7 INTERNS	24
3.8 PRE-EMPLOYMENT	25
3.9 NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION	26
3.10 EMPLOYMENT OF RELATIVES	26
3.11 PROBATIONARY PERIOD	27
3.12 RELOCATION EXPENSES	27
3.13 PERFORMANCE EVALUATIONS	28
3.14 ATTENDANCE AND PUNCTUALITY	29

3.15	DRESS CODE.....	30
3.16	PERSONNEL FILES.....	31
3.17	EMPLOYMENT REFERENCES.....	32
3.18	EXIT INTERVIEWS	33
3.19	CELL PHONES	33
3.20	RETURN OF CITY PROPERTY.....	33
3.21	CONFLICTS OF INTEREST.....	33
3.22	OUTSIDE EMPLOYMENT	34
3.23	GIFT POLICY	34
3.24	CODE OF ETHICS.....	34
3.25	EMPLOYEE ETHICS.....	35
3.26	INCLEMENT WEATHER	36
3.27	SMOKE-FREE WORKPLACE POLICY	36
	EMPLOYEE CONDUCT & DISCIPLINE	40
4.1	EMPLOYEE CONDUCT	40
4.2	DISCIPLINARY ACTION.....	41
4.3	GRIEVANCE PROCESS	42
	COMPENSATION	45
5.1	COMPENSATION INTRODUCTION	45
5.2	LONGEVITY PAY	48
5.3	REPORTING TO WORK.....	48
5.4	REST BREAKS AND MEAL PERIODS (NON-EXEMPT EMPLOYEES).....	48
5.5	OVERTIME	49
5.6	COMPENSATORY TIME.....	49
5.7	DECEASED EMPLOYEES.....	49
5.8	DIRECT DEPOSIT.....	49
	BENEFITS	50
6.1	HEALTH INSURANCE.....	50
6.2	FLEXIBLE SPENDING ACCOUNTS.....	50
6.3	COBRA.....	51

6.4	LIFE INSURANCE.....	51
6.5	SHORT AND LONG-TERM DISABILITY	51
6.6	RETIREMENT.....	52
6.7	DEFERRED COMPENSATION	52
6.8	EMPLOYEE ASSISTANCE PROGRAM	52
6.9	WELLNESS PROGRAM	53
6.10	TUITION REIMBURSEMENT.....	54
6.11	MILEAGE REIMBURSEMENT AND VEHICLE USE.....	55
6.12	TRAVEL AND TRANSPORTATION.....	56
	TIME OFF AND LEAVES OF ABSENCE	57
7.1	PAID HOLIDAYS.....	57
7.2	VACATION	58
7.3	PERSONAL TIME.....	59
7.4	SICK TIME	59
7.5	BEREAVEMENT LEAVE	60
7.6	JURY DUTY.....	61
7.7	TIME OFF TO VOTE.....	61
7.8	MILITARY LEAVE	62
7.9	PREGNANCY LEAVE	62
7.10	LACTATION	62
7.11	FAMILY AND MEDICAL LEAVE ACT (FMLA)	63
7.12	UNPAID LEAVE OF ABSENCE	71
7.13	LEAVE DONATION	72
	EMPLOYEE RECOGNITION.....	74
8.1	MERITORIOUS PERFORMANCE AWARD	74
8.2	CUSTOMER SERVICE AWARD.....	74
8.3	LENGTH OF SERVICE AWARD	75
	SAFETY	76
9.1	SAFETY INTRODUCTION	76
9.2	SAFETY COMMITTEE.....	78

9.3	WORKERS' COMPENSATION	79
9.4	ON-THE-JOB INJURY PROCESS	80
9.5.	NON-EMERGENT PROCESS	80
9.6	FIRST AID	80
9.7	DESIGNATED PHYSICIAN.....	81
9.8	INCOME REPLACEMENT	81
9.9	WORKERS' COMPENSATION AND FAMILY AND MEDICAL LEAVE ACT (FMLA)	81
9.10	RETURN TO WORK	82
9.11	REASONABLE ACCOMMODATIONS	82
9.12	TEMPORARY ALTERNATE DUTY (TAD).....	82
9.13	MEDICAL EXAMINATION	83
9.14	EMERGENCY INFORMATION.....	84
9.15	SAFETY TRAINING AND ORIENTATION	87
9.16	DRUG AND ALCOHOL-FREE WORKPLACE.....	88
9.17	MOTOR VEHICLE SAFETY	94
9.18	UNIFORMS AND CLOTHING REIMBURSEMENT	95
9.19	WORKPLACE BULLYING	96
9.20	WORKPLACE HAZING	96
9.21	WORKPLACE VIOLENCE	97
9.22	WEAPONS IN THE WORKPLACE	97
	MISCELLANEOUS.....	100
10.1	CITY PROPERTY	100
10.2	PRIVACY	100
10.3	COMPUTER USE	100
10.4	ELECTRONIC MAIL	102
10.5	DAMAGE TO CITY PROPERTY	103
10.6	VIOLATION OF THIS POLICY	103
10.7	INSPECTION OF CITY PROPERTY.....	103
	EMPLOYEE ACKNOWLEDGEMENT	105

NOTE FROM THE CITY MANAGER

Dear Employees,

Thank you for your time, commitment and loyalty to the City of Indianola. Our employees are our most valuable resource and I am excited to have you here! I hope you will find your employment with us a rewarding experience.

This handbook was designed to provide you with policies, procedures and benefits information to help make your employment with the City of Indianola a smooth one. Please feel free to reach out to your Supervisor, Human Resources or myself with any questions or concerns you may have.

Ryan Waller
City Manager

INDIANOLA MISSION

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

INTRODUCTION

1.1 PURPOSE

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

1.2 ADOPTION AND POLICY AMENDMENT

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

1.3 ADMINISTRATIVE REGULATIONS

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

1.4 DEFINITIONS

- The term "employee" as used throughout this handbook means those employees employed by the City of Indianola.
- The term "employment" as used throughout this handbook means your employment with the City of Indianola.

Additional definitions can be found within the actual policy itself. Where a term is not defined in this handbook the common sense meaning shall apply.

1.5 AT-WILL EMPLOYMENT

Your employment with the City of Indianola is at-will and can be terminated at any time with or without cause without prior notice, except as otherwise provided by law or the terms of a collective bargaining agreement. This handbook is not a contract guaranteeing employment for any specific duration. Nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of duly authorized union contracts) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

1.6 CHANGE IN POLICY

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

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

DRAFT

EMPLOYMENT POLICIES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

Dissemination and Implementation of Policy

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

Procedures

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

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "*We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law.*"
- Posting all required job openings with the appropriate state agencies.

- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, a Human Resources representative or the City Attorney any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifies the City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Remedies

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

2.2 AMERICAN'S WITH DISABILITIES ACT

Purpose

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

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

Procedures

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

The City of Indianola will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the

accommodation creates an undue hardship to the City of Indianola. Contact Human Resources with any questions or requests for accommodation.

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

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

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

Terms Used in This Policy

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

1. Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
2. Major life activities: Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
3. Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.
4. Substantially limiting: In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
5. Direct threat: A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.

6. **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
7. **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
8. **Undue hardship:** An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - The nature and cost of the accommodation.
 - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - The overall financial resources of the employer; the size, number, type and location of facilities.
 - The type of operations of the City, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- **Essential functions of the job:** Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

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

2.3 ANTI-HARASSMENT AND DISCRIMINATION

Policy Statement

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

Through enforcement of this policy and by education of employees, the City will seek to prevent, correct, and discipline behavior that violates this Policy.

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

Prohibited Conduct Under This Policy

Discrimination

a) It is a violation of this Policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions, or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, military status, or marital status.

b) Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This Policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

c) Discrimination in violation of this Policy will be subject to severe sanctions up to and including termination.

Harassment

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

Examples of harassment are:

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

Sexual Harassment

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

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

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

Examples of conduct that may constitute sexual harassment are:

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

There are two types of sexual harassment

- "Quid pro quo" harassment, where submission to harassment is used as the basis for employment decisions.
 - This includes employee benefits, such as raises, promotions, better working hours that are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity, this includes the authority to grant such benefits, can engage in

quid pro quo harassment. Example: A Supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.

- "Hostile work environment," where the harassment creates an offensive and unpleasant working environment.
 - Hostile work environment can be created by anyone in the work environment, whether it be Supervisors, other employees, or customers. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcomed physical contact as a regular part of the work environment. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching, or fondling all fall into this category.

COMPLAINT PROCESS

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

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

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

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

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

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

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

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

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

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

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

Duties of Employees and Supervisors

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

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

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

Confidentiality

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

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

2.4 RETALIATION

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

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

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

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

2.5 CIVIL SERVICE

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

- Persons appointed to fill vacancies in elective offices and members of boards and commissions and the clerk to the civil service commission.
- The city clerk, chief deputy city clerk, city attorneys, city treasurer, city assessor, city auditor, professional city engineers licensed in this state, and city health officer.
- The City Manager or City Administrator and Assistant City Managers or Assistant City Administrators.
- The head and principal assistant of each department and the head of each division. This exclusion does not apply to assistant fire chiefs and to assistant police chiefs in cities with police departments of two hundred fifty or fewer members. However, sections 400.13 and 400.14 apply to police and fire chiefs.
- The principal secretary to the City Manager or City Administrator, the principal secretary to the mayor, and the principal secretary to each of the Department Heads.

- Employees of boards of trustees or commissions established pursuant to state law or city ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues. However, a city may use state or federal grants or other temporary revenue to fund a position under civil service if the position is a permanent position which will be maintained for at least one year after expiration of the grants or temporary revenues.

2.6 WHISTLEBLOWER

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

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

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her Department Head or the Human Resources Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action up to and including termination.

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

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

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

WORK RULES AND PROCEDURES

3.1 EMPLOYEE CLASSIFICATION

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

Fair Labor Standards Act Job Classifications

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

- Nonexempt employees - employees whose work is covered by the Fair Labor Standards Act (FLSA). They are *not* exempt from the law's requirements concerning minimum wage and overtime.
- Exempt employees - generally executives or managers or professional, administrative or outside sales staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Employee Job Classifications

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

- Permanent full-time employees are not in a temporary status and are regularly scheduled to work 40 hours per week. Generally, they are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefit program.
- Permanent part-time employees are not in a temporary status and are regularly scheduled to work less than the full-time schedule but at least 15 hours per week. Regular part-time employees are eligible for some of the benefits offered by the City, subject to the terms, conditions and limitations of each benefit program however will receive all benefits mandated by law.
- Seasonal employees are hired to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work the City's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees are not eligible for benefits, however will receive any benefits mandated by law.

- On-call employees are hired to work on an as-needed basis and could work anywhere from less than a part-time employee schedule to a full-time employee schedule based on departmental needs. Employment beyond any initially stated period does not in any way imply a change in employment status. Paid on-call employees are eligible for IPERS benefits once they meet the eligibility requirements as outlined by IPERS and any other benefits mandated by law.
- Interns are individuals working towards a higher degree who are on assignment with the City to fulfill course requirements. Interns are not eligible to participate in any of the City's benefits programs.
- Independent Contractors are individuals that are not on the City's payroll and for whom no taxes are withheld, who are contracted to perform professional, production or administrative services. Contractors are not eligible to participate in any of the City's benefit programs.
- Volunteers are individuals that volunteer their services to a department within the City who is not on the payroll and for whom no taxes are withheld. Volunteers are not eligible to participate in the City's benefit programs.

3.2 RECRUITMENT AND SELECTION

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

Job Posting

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

Recruitment & Selection Process

1. The hiring manager submits an approved, completed requisition to Human Resources.
2. Human Resources will contact the hiring manager to discuss cost-effective advertising methods. The City Manager and or the Finance Director, will be consulted if necessary, ie. if needing to use a staffing agency.
3. Human Resources will post the position and receive all incoming applications and resumes.
4. At the close of the position, Human Resources will forward all qualified candidates to the hiring manager.
5. The hiring manager will identify the most appropriate candidate for interviewing.

6. The hiring manager will schedule and conduct interviews. Human resources will be involved in this process at the request of the hiring manager. Human resources will be available to advise hiring managers on interview techniques and final candidate selection.
7. When a Department Head position is being recruited for, Human Resources will conduct a prescreen phone interview on all qualified candidates.
8. When the hiring manager has selected their final candidate, the hiring manager will conduct at least three reference checks on the candidate. In the case of a Department Head candidate, Human Resources will conduct at least three reference checks. Reference checks will be completed on a form issued by Human Resources.
9. Human Resources and the hiring manager will discuss an appropriate offer to extend to the candidate (compensation, tentative start date, etc). In terms of an internal employee, both Department Heads should work together to determine a start date in the new position, but generally, the employee should give the departing department at least two-weeks notice.
10. The hiring manager will extend the verbal offer of employment to the candidate selected. Human Resources will prepare a written offer letter.
11. For internal candidates, Human Resources will coordinate with the employee a physical capacity test should it be required by the position.
12. For external candidates, Human Resources will coordinate pre-employment testing (drug screen, background check and physical and physical capacity test if required by position). Human Resources will work with the hiring manager to complete the Personnel Change Notice (PCN) form.
13. Human Resources will coordinate an official start date with the candidate and hiring manager upon receiving pre-employment testing results.
14. Human Resources will meet with the new employee on their first day of employment to complete new hire paperwork.

Responsibility

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

3.3 CIVIL SERVICE

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

ability necessary to meet the minimum educational and experience requirements for the promotional job class.

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

Civil Service Exams

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

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

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

3.4 VETERANS PREFERENCE

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

3.5 REHIRE/REINSTATMENT

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

City's philosophy governing eligibility for reemployment and associated bridging of service (service recognition), where appropriate.

Eligibility for Rehire

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

Ineligibility for Rehire

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

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

Service Restoration Rules for Eligible Employees

1. If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes. *Example: Bob is hired on June 3, 2017, and voluntarily resigns on January 5, 2018. Bob is rehired on April 23, 2018. Because Bob did not complete one full year of service prior to rehire, he is treated as a new employee and will not be credited with any prior service.*
2. If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in City benefits plans will be bridged if the employee is rehired and the period of prior City service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans. *Example: Joe is hired on September 3, 2008 and is involuntarily laid off on March 12, 2016. Joe is rehired on October 15, 2018. Because Joe's prior service is longer than his period of absence, Joe is credited with his previous seven years and six months of service.*
3. If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior City service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes. *Example: Jennifer is hired on December 9, 2015 and is involuntarily laid off on March 12, 2016. Jennifer is rehired on October 15, 2018. Because Jennifer's prior service is less than her period of absence, she will be treated as a new employee and will not be credited with any prior service.*

Rehire Service Date Adjustment

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

Rehire Hiring Process

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

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

3.6 ANNIVERSARY DATES

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

3.7 INTERNS

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

Procedure

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

the close of each month the student is engaged. A copy of the monthly Progress Report will be forwarded to the HR department for record-keeping and reporting purposes.

5. Final report and out-processing. In the week in which a student worker's assignment comes to a close, the department manager will provide a Final Progress Report in addition to any report required by the educational institution the student attends and will advise the HR department to schedule an out-processing interview to be conducted on the day preceding the student worker's last day of work.

3.8 PRE-EMPLOYMENT

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

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

Background Checks

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

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

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

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

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

3.9 NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION

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

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

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

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

3.10 EMPLOYMENT OF RELATIVES

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

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

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

3.11 PROBATIONARY PERIOD

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

Police Officers & Firefighters Exception

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

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

Promotional and Job Transfer Probationary Periods

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

3.12 RELOCATION EXPENSES

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

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

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

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

All relocation expenses must be incurred within 180 days of the date the written relocation agreement is signed. Expenses incurred after this period will not be reimbursed. For all reimbursement expenses, the

employee must obtain receipts for incurred expenses and submit them along with company reimbursement request forms.

Approved Expenses – Standard Agreement

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

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

Repayment Provision

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

- Prior to Employee's first anniversary of employment with Employer: 100% of the costs;
- From Employee's first anniversary of employment until Employee's second anniversary of employment: 66.66% of the costs;
- From Employee's second anniversary of employment until Employee's third anniversary of employment: 33.33% of the costs;
- After Employee's third anniversary of employment: No repayment obligation.

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

3.13 PERFORMANCE EVALUATIONS

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

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

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

Probationary Evaluations

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

Annual Evaluations

All employees will receive an annual written performance evaluation on their anniversary date.

Anniversary date is defined as the date the employee entered into their current position, not their hire date. Employees will be required to complete a self-evaluation and submit it to their Department Head.

Additional Evaluations

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

Salary Increases

A performance evaluation does not always guarantee either an increase in compensation or continuing employment. Salary increases will be determined by the City Manager and or Department Head and may be based on a number of factors, including but not limited to performance and attendance. Union employees will follow the union contract in place for pay increases.

3.14 ATTENDANCE AND PUNCTUALITY

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

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

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

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

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

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

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

3.15 DRESS CODE

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

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

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

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

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

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

3.16 PERSONNEL FILES

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

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

Access to Personnel Files

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

- A Supervisor or Department Head may, on a need-to-know basis, review an employee’s personnel file in the presence of Human Resources.
- Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information to the extent permitted or required by law.

- A union representative shall be considered the designated representative of an employee who has filed a grievance under a union contract. The union representative may have access to the grievant's personnel file in order to investigate the grievance; however, if the union representative wishes to inspect the personnel files of other employees, those employees will be notified.
- Employees may review their own personnel file upon request and in the presence of Human Resources in the Human Resources office. Employees should contact Human Resources if they are interested in reviewing their personnel file.

Requests for Copies of Personnel Files

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

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

Health Insurance Portability and Accountability Act (HIPAA)

The federal Health Insurance Portability and Accountability Act (HIPAA) requires that employers protect medical records as confidential, separate and apart from other business records. Therefore, records containing identifiable medical information such as health insurance and life insurance application forms, requests for medical leaves of absence, and workers' compensation reports are kept in protected files separate from the personnel file. Employees may access this information in accordance with applicable law.

3.17 EMPLOYMENT REFERENCES

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

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

3.18 EXIT INTERVIEWS

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

3.19 CELL PHONES

Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow. Employees may carry and use personal cell phones while at work on a sporadic basis. If an employee's use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. Cell phones may not be used to take pictures or videos of others without the consent of those others and approval by their Department Head. If it is found an employee is taking pictures or videos without consent and approval, the employee will be subject to disciplinary action up to and including termination of employment. Further, for employees who operate city vehicles, distracted driving due to cell phone use is prohibited. To observe safe vehicle operations, whenever practical and safely possible, employees driving city vehicles should pull over to a safe off-of-the-roadway location to initiate or to continue any non-emergency call. Texting while driving in Iowa is illegal per state law. If it determined that cell-phone usage was a factor in an at-fault accident (ticketed) while operating a city vehicle, the employee will be subject to disciplinary action up to and including termination.

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

3.20 RETURN OF CITY PROPERTY

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

3.21 CONFLICTS OF INTEREST

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

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

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

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

3.22 OUTSIDE EMPLOYMENT

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

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

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

Employees who are on approved FMLA leave may not engage in other employment while on FMLA from the City.

3.23 GIFT POLICY

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

3.24 CODE OF ETHICS

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

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

3.25 EMPLOYEE ETHICS

Campaign Activities

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

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

Candidates for Office

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

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

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

3.26 INCLEMENT WEATHER

Closed or Delayed Operations

In the event that any part of the City's operations is closed or delayed by order of the City Manager, or designee, due to weather conditions, employees of the affected operations who were scheduled to work may be excused from duty. When a decision has been made to stop work or decrease hours of the scheduled shift, all employees available for work will be paid regularly scheduled hours.

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

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

3.27 SMOKE-FREE WORKPLACE POLICY

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

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

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

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

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

Indoor Areas

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

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

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

Outdoor Areas

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

No Smoking signs will be posted at the entrance which also includes the commonly understood points of entry to an outdoor area, subject to the prohibitions of this chapter, such as a driveway, sidewalk, pathway, access road, gate, or dedicated point of entry, but not including a street, road, highway, or sidewalk in the public right-of-way.

The City of Indianola excludes the parking lots from the designated grounds of any public building, and smoking is allowed in the City of Indianola parking lots, as long as these outdoor areas are not immediately adjacent to the commonly understood points of entry and exit. Smoking is allowed in privately owned vehicles in the City of Indianola parking lots.

The City of Indianola excludes the hiking trails from the designated grounds of any public building and smoking is allowed on bike or walking trails, and on a sidewalk in the public right-of-way, as long as these outdoor areas are not adjacent to an enclosed City of Indianola building or commonly understood points of entry and exit, and do not conflict with seating areas.

No Smoking signs will be posted in the seating areas of outdoor sports arenas, stadiums, amphitheaters and other entertainment venues. This means the area to be used primarily to witness entertainment events and shall include, but not be limited to, all chairs, seats, and bleachers whether permanent or temporary, standing room only; general admission or festival style seating areas; and any other areas where individuals congregate to witness entertainment events. Signs will not be posted in building facilities that are not enclosed. This means all space between a floor and ceiling which is not contained on all sides by solid walls or windows, exclusive of doorways, which extend from the floor to the ceiling.

The City of Indianola excludes the open (not enclosed) shelters in the park system from the designated grounds of any public building, and smoking is allowed in these shelters subject to the following limitations.

- “No Smoking” sign will be posted in the Lions Park Gazebo, which is an open (not enclosed) shelter.
- Smoking will continue to be a prohibited activity in outdoor areas when flammable or toxic materials or fumes are present.
- The skate park shall remain smoke free at all times.
- Tobacco products are prohibited in or around any other areas where youth seventeen (17) years old and younger are participating in “organized recreational activities”—means those activities that are scheduled by or through the Parks and Recreation Commission or are scheduled by a private organization or association that leases park property from the City. This definition would

include both scheduled and non-scheduled athletic practices of any organization or association that is authorized to use the City's park facilities.

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

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

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

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

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

EMPLOYEE CONDUCT & DISCIPLINE

4.1 EMPLOYEE CONDUCT

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

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

- Falsifying employment or other City records
- Violating the City of Indianola's Anti-Harassment & Discrimination Policy
- Violating state, federal or local laws and regulations
- Violating security or safety rules or failing to observe safety rules or City of Indianola safety practices; failing to wear required safety equipment; tampering with the City of Indianola's equipment or safety equipment; failing to report inappropriate security or safety procedures or acts
- Soliciting gratuities from customers or clients
- Exhibiting excessive or unexcused absenteeism or tardiness
- Failure to report an absence to the Supervisor or Department Head when one is absent. Being absent from work without permission and failing to report such absence for three consecutive work days will constitute a voluntary resignation from employment.
- Possessing firearms, weapons or explosives on City property without authorization, in violation of City policy or while on duty
- Using City property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on City premises or when representing the City; fighting, or provoking a fight on City property, or negligent damage of property
- Reporting to work under the influence of drugs or alcohol, and/or illegally manufacturing, possessing, using, selling, distributing or transporting drugs
- Committing theft or unauthorized possession of City property or the property of fellow employees; possessing or removing any City property, including documents, from the premises without prior permission from management; using City equipment or property for personal reasons without proper authorization; using City equipment for profit

- Committing, attempting or conspiring to commit fraud (including any such act prior to assuming office or employment)
- Giving confidential or proprietary City information to competitors or other organizations, or to unauthorized City employees; working for a competing business while an employee of the City of Indianola; breaching confidentiality of personnel information
- Using obscene, abusive or threatening language or gestures
- Acting in an insubordinate manner; being disrespectful
- Dishonesty and lying to Supervisors in connection with an employee's job, investigation or other work-related matter. Intentionally filing a false report of wrongdoing.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same
- Conduct unbecoming of a City employee while on or off duty; conduct on the job, which violates the common decency or morality of the community
- Sleeping or loitering during working hours
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on working time
- Posting, removing or altering notices on any bulletin board on City property without the permission of management or in violation of procedures related to same
- Smoking in restricted areas or at non-designated times, in accordance with City policy

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

4.2 DISCIPLINARY ACTION

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

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

Outlined below are the steps of the City of Indianola's progressive discipline policy and procedure. The City of Indianola reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that

will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record and the impact the conduct and performance issues have on the organization. Supervisors and Department Heads should speak with Human Resources and or the City Manager prior to issuing any disciplinary action. Should an employee disagree with the disciplinary action they have received, they are to follow the City's Grievance Procedure.

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

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

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

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

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

Probationary Employees, Seasonal/Temporary Employees

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

4.3 GRIEVANCE PROCESS

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

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

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

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

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

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

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

Step 4 – If the employee is still not satisfied with the response from the Human Resources Director, the employee shall present their grievance in writing to the City Manager within five (5) working days of the Human Resources Director's response to Step 3. The City Manager will respond and or meet with the aggrieved employee within thirty (30) working days after receipt of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant within ten (10) working days, and the answer shall be final.

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

DRAFT

COMPENSATION

5.1 COMPENSATION INTRODUCTION

The purpose of the City of Indianola's compensation system is to support the recruitment, motivation, success, and retention of qualified and productive employees and to encourage and reward activities that promote the City of Indianola. To that end, the City of Indianola looks to recruit and retain individuals who are customer-oriented, demonstrate initiative, are team players, and accept responsibility, authority and accountability for work performance. The City will offer appropriate developmental opportunities and recognize performance with incentives for employee success, retention, and professional development. The City of Indianola will administer this in an open, fair, and equitable fashion.

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

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

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

- Establish a general schedule of grades and salaries.
- Establish job descriptions for each position.
- Establish a grade for each job description based on level of responsibility and difficulty of assigned duties.
- Assure uniform pay and qualification requirements for employees with similar duties and responsibilities.
- Determine the number of authorized job positions permitted for each department.
- Assure any adjustments made to the pay plan, job descriptions and grades will become effective with the first full pay period as authorized.
- Implement market pay adjustments when deemed necessary.

Where applicable, the union contract will supersede this policy.

Wage Payment Complaint Process

It is the policy of the City to comply with all applicable laws with respect to payment of wages and benefits to employees including laws such as the federal Fair Labor Standards Act and the Iowa Wage

Payment Collection Act. The City will not make pay deductions that violate either the federal or state laws.

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

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

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

Pay Ranges

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

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

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

- For supervisory positions, the level of responsibility and salaries of subordinates; however, this will not be the sole determining factor and it is not intended that the salary of a Supervisor shall exceed that of all subordinates in every case.
- Benefits will be considered as part of the total compensation. As a result, the value of the City of Indianola's benefits package will be taken into consideration in determining appropriate compensation levels.
- All starting salaries must be coordinated with the Human Resources Director.

Promotional Salaries

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

Step Increases

Step increases will be granted to full and permanent part-time employees and will be effective the beginning of the pay period following the employee's anniversary date. Anniversary date is defined as the date the employee entered into their current position, not their hire date.

Step increases will be granted as outlined on the CE scale. Step increases will be granted for satisfactory performance, behavior, compliance with policies, etc. Step increases are not a guaranteed; the City Manager and or Department Head will evaluate each individual employee through a performance evaluation, in conjunction with the Human Resources Director, to determine if the employee is eligible for a step increase.

Market Adjustments

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

Demotion and Transfer

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

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

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

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

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

Reclassification

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

Temporary Assignments

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

5.2 LONGEVITY PAY

Eligible employees are entitled to longevity pay based on the CE table.

5.3 REPORTING TO WORK

A work hour is any hour of the day that is worked and should be recorded to the nearest quarter of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven (7) consecutive days beginning on Sunday and ending on Saturday. Pay periods are biweekly; payment of salary will be made no later than six (6) calendar days following completion of the pay period.

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

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

Employees may take up to a 15-minute rest break in the morning and in the afternoon; this break time shall be considered paid time. Lunch or other meal periods will not be more than one hour or less than

30 minutes and will be unpaid. Lunch or other meal times shall not be combined with paid rest break times.

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

5.5 OVERTIME

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

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

5.6 COMPENSATORY TIME

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

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

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.

5.7 DECEASED EMPLOYEES

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

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

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

5.8 DIRECT DEPOSIT

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

BENEFITS

6.1 HEALTH INSURANCE

Health and Prescription Drug Insurance

The City provides all full-time employees 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. Refer to the Employee Benefits Booklet and Summary Plan Description for a detailed description of the health benefits.

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. Refer to the City of Indianola Benefits Booklet for specifics.

Dental

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

The dental insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, 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.

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

Vision

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

The health insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, 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.

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

6.2 FLEXIBLE SPENDING ACCOUNTS

Regular full-time and regular part-time employees (who qualify for health insurance under the Affordable Care Act) are eligible to participate in the City's Section 125 Flexible Benefit Cafeteria Plan. As

a part of the City's Section 125 plan, any premiums you pay for medical or dental insurance will be deducted from your paycheck on a pretax basis.

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

6.3 COBRA

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

6.4 LIFE INSURANCE

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

The City also offers voluntary life insurance for employees, spouses and children.

The life insurance plan is reviewed and approved annually by the City Council.

6.5 SHORT AND LONG-TERM DISABILITY

The City offers short and long-term disability for full-time employees. After seven (7) consecutive days and upon approval of the insurance company, short-term disability begins and pays 70% of income up to a maximum of \$450 per week. Employees may supplement the difference in pay with their sick, vacation and personal time while on short-term disability.

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

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

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

6.6 RETIREMENT

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

6.7 DEFERRED COMPENSATION

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

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

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

Refer to the union contract for details on the deferred compensation plan for union employees. Should the benefit not be specified in the union contract, then union employees will receive a dollar for dollar match up to \$75 per month.

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

The deferred compensation plan is reviewed and approved annually by the City Council.

6.8 EMPLOYEE ASSISTANCE PROGRAM

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

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

6.9 WELLNESS PROGRAM

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

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

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

Athletic Center Reimbursement

The City will assist employees in paying for an athletic center membership.

Eligibility

- Full time employees
- Part time employees
 - Must average 20 hours or more
 - Must be employed for at least one year

Reimbursement

- \$15 per month for a single membership
- \$25 per month for a family membership

Process

Employees must fill out the Athletic Center Reimbursement form with a receipt or copy of a bank statement, obtain approval by their Supervisor and submit it to Finance for payout. Employee must submit for reimbursement each month and the form must be received by Finance within 60 days of the date of payment.

YMCA Membership Discount

The City of Indianola has partnered with the YMCA to offer City of Indianola employees a discount on a YMCA membership.

Eligibility

- Full time employees
- Part time employees

Monthly Membership

Refer to the YMCA Corporate Wellness Program Employee Eligibility Notice for membership fees. Form can be obtained from Human Resources and Payroll.

Process

Employees must open a membership at the YMCA. They must also fill out the City of Indianola YMCA Corporate Wellness Program Employee Eligibility Notice and turn that in to Human Resources.

Employees will pay the YMCA their first month upon enrollment. The City will deduct fees from the employee's paycheck one month ahead. The YMCA invoice the City on the 1st of the month for memberships.

Termination of membership must be completed at the YMCA. Employees must notify Human Resources and provide documentation of membership termination.

6.10 TUITION REIMBURSEMENT

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

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

Guidelines

- Employee must be enrolled in an accredited college or university.
- Coursework/degree program must be related to the employee's current position or help them grow within the organization.
- Employees can receive reimbursement for tuition, books and lab fees.
- Reimbursement is as follows:
 - Grades A, B or C = 100% reimbursement
 - Any grade below a C is not eligible for reimbursement
 - If pass/fail course, 100% for pass, 0% for fail
 - A fail is not eligible for reimbursement
- Should the employee decide to leave employment with the City, the employee must repay 100% of any reimbursement under this policy received during the twelve (12) months preceding the employee's termination date and 50% of any reimbursement under this policy received 13-24 months prior to the employee's termination date.

Procedure

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

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

6.11 MILEAGE REIMBURSEMENT AND VEHICLE USE

Personal Vehicle Use

Employees may use their personal vehicle for business only if the use of a City vehicle is not feasible and approved by their department director. Employees using personal vehicles for business purposes will be reimbursed based on miles traveled. If using their personal vehicle for conference travel, mileage reimbursement would be less the employee's normal to and from work commuting miles and at the allowable rate established by the IRS. This rate is regularly reviewed and adjusted based on IRS guidelines. *IE: An employee normally drives 5 miles each morning to work, and 5 miles back home. If they instead drive to a conference 20 miles away, then they would be eligible for reimbursement of 30 miles for that conference (20 to conference, 20 from conference, less 10 commuting miles).*

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

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

City Vehicle Use

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

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

6.12 TRAVEL AND TRANSPORTATION

The City does have a travel and transportation policy for employees who need to travel for work-related business. See the financial policies for specifics on the travel and transportation policy.

TIME OFF AND LEAVES OF ABSENCE

7.1 PAID HOLIDAYS

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

1. New Year's Day - January 1
2. President's Day - Third Monday in February
3. Memorial Day - Last Monday in May
4. Independence Day - July 4
5. Labor Day - First Monday in September
6. Thanksgiving Day - Fourth Thursday in November
7. Day After Thanksgiving
8. Christmas Eve Day - December 24
9. Christmas Day - December 25

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

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

Seasonal and temporary employees are not eligible for holiday pay.

Holidays shall count as hours worked in meeting the forty (40) hour requirement for overtime pay.

Police & Fire

Police – 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 8.5, 9 or 10 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 8.5, 9, or 10 hour shift.

Fire – employees do not receive holiday pay unless they actually work the holiday. If the employee actually works the holiday, they receive double pay for the hours worked.

Holidays Occurring on Non-Work Days

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

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

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

7.2 VACATION

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

Full Time Employees

Length of Service	Biweekly Accrual	Fire Biweekly Accrual**
Less than 2 years	3.07 hours	7.62 hours
2 years, less than 8 years	4 hours	8.55 hours
8 years, less than 14 years	5 hours	9.55 hours
14 years, less than 20 years	6 hours	10.55 hours
20 years or more	6.47 hours	10.85 hours

**Fire employees accrue more due to not receiving holiday and personal time.

Part Time Employees

Hours Scheduled/Week	Biweekly Accrual
30 hrs or more/week	2.3 hours
35 hrs or more/week	2.6 hours

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

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

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

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

Employees can rollover up to 166.47 hours of unused vacation to the new leave year. 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.

7.3 PERSONAL TIME

Full time employees and permanent part time employees receive personal time to use throughout the year.

Personal time shall be accrued as follows. Fire employees do not accrue personal time; instead they accrue additional vacation time.

Status of Employee	Accrual Per Year
Full Time, except Police Officers	16 hrs
Full Time Police Officers	20 hrs (based on 10 hr shifts)
Permanent Part Time Scheduled 30hrs or more per week	6 hrs
Permanent Part Time Scheduled 35hrs or more per week	7 hrs

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

Month Employment Starts	Eligible Amount
January 1 – March 31	100%
April 1 – June 30	75%
July 1 – September 30	50%
October 1 – December 31	25%

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

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

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

7.4 SICK TIME

All regular full time 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 Department Head/Supervisor in writing. Employees may request leave for their own personal illness, pregnancy, childbirth, or related medical conditions; personal injury; examinations and consultations with physicians and other health care providers licensed by the State of Iowa, including the City of Indianola's Employee Assistance Program; or as provided under any other City policy.

Employees may also use sick leave to care for an immediate family member. Immediate family 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
Fire, Full Time	5.3 hrs
Permanent Part Time Scheduled 30hrs or more per week	2.3 hrs
Permanent Part Time Scheduled 35hrs or more per week	2.6 hrs

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

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

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

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

Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave in excess of 760 hours is forfeited.

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 City Manager is responsible for establishing such controls as are necessary to prevent abuse of sick leave privileges. Abuse of sick leave shall be proper cause for disciplinary action, up to and including termination of employment.

7.5 BEREAVEMENT LEAVE

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

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

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

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

7.6 JURY DUTY

Employees who are called for jury duty are entitled to take time off, as necessary, to fulfill jury obligations. 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 work day, the employee must check in with his or her Supervisor to find out whether the employee needs to return to work for that day.

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

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

7.7 TIME OFF TO VOTE

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

Employees should request time off to vote from their Supervisor at least two working days prior to the Election Day and the Department Head shall designate the period of time to be taken. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. The employee is not liable for any

penalty nor shall any deduction be made from the person's regular salary or wages on account of such absence.

7.8 MILITARY LEAVE

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

Employees who are members of a reserve force of the United States or 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 Department Director at least ten (10) working days prior to reporting for duty.

7.9 PREGNANCY LEAVE

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

7.10 LACTATION

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

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

A bathroom, even if private, is not a permissible location. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed by the employee. A space temporarily created or converted into a space for

expressing milk or made available when needed by the nursing mother is sufficient, provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

Employees who use break time to express milk will be compensated in the same way that other employees are compensated for break time. In addition, the FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

7.11 FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

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

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

General Provisions

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

Eligibility

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

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

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

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

Type of Leave Covered

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

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

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

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

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

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

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

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying *exigency must be one of the following:*

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

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

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

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

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

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

e) "Covered active duty" means:

(a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

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

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

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

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

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

The term "covered servicemember" means:

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

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or

Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness means:

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

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

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

Amount of Leave

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

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

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

Employee Status and Benefits During Leave

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

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

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

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

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

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

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

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

employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

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

Intermittent Leave or a Reduced Work Schedule

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

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

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

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

Certification for the Employee's Serious Health Condition

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

The City may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct Supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any

deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's permission for clarification of individually identifiable health information.

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

Certification for the Family Member's Serious Health Condition

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

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

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

Certification of Qualifying Exigency for Military Family Leave

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

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

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

Recertification

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

Procedure for Requesting FMLA Leave

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

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

Designation of FMLA Leave

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

Intent to Return to Work from FMLA Leave

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

7.12 UNPAID LEAVE OF ABSENCE

The City of Indianola understands that there are times an employee may need additional time off for personal reasons. If an employee has exhausted all applicable sick leave, vacation, personal,

compensatory time and FMLA leave, if eligible, an employee may request an unpaid leave of absence for up to thirty (30) days. An employee requesting an unpaid leave should fill out the unpaid leave form, stating the reason for the leave and include dates of expected absence. Approval of unpaid leave is at the discretion of the Department Head and Human Resources

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

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

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

7.13 LEAVE DONATION

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

Eligibility

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

Guidelines

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

Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a

substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

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

Donation of Sick/Vacation/Personal Time

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

Donation Process

If an employee would like to donate sick/vacation/personal time to an employee who meets the criteria listed under Guidelines, the donating employee will fill out the Leave Donation form and submit it to Human Resources. Human Resources will confirm that the donating employee has the accrued time in their leave balance and that the receiving employee has exhausted all their accrued time. Human Resources will then request the individual's written consent to receive the donation. The donated time will be paid out with the next payroll at the receiving employee's rate of pay.

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

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

EMPLOYEE RECOGNITION

8.1 MERITORIOUS PERFORMANCE AWARD

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

Examples of Meritorious Performance

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

Award Amount

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

Presentation of Award

The award shall be presented at a council meeting.

Requesting a Meritorious Performance Award

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

8.2 CUSTOMER SERVICE AWARD

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

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

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

8.3 LENGTH OF SERVICE AWARD

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

DRAFT

SAFETY

9.1 SAFETY INTRODUCTION

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

The occupational safety program of the City of Indianola is organized to give each department responsibility for the accident prevention program. All employees at all levels of our workforces are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

Safety Responsibilities

Department Head/Supervisor Responsibilities:

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

- Provide leadership and direction concerning safety activities.
- Participate actively in the continuous evaluation of the safety program.
- Set goals concerning safety performance with your departments.
- Review losses for potential trends on a regular basis.
- Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
- Participate in facility and work site audits.
- Participate and support all accident investigation activities and recommend corrective action if necessary. Operating under known hazardous conditions will not be tolerated.
- Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all the entities worksites and facilities.
- Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training. This training must be documented.

- Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
- Ensure tools, equipment and machinery being used in the workplace is in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstance.
- Ensure that proper personal protective equipment is available, in good working order and used by employees when necessary or required.
- Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc), following policies/procedures, using seat belts, etc.
- Ensure that all employees have access to a copy of the organization's safety program.
- Encourage safety suggestions from employees under your supervision.
- Obtain prompt first aid for injured employees.
- Complete audit reports.
- Appoint a representative from within their department to be actively involved with the Safety Committee. This includes attending the monthly safety committee meetings.

Employee Safety Responsibilities

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

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

Basic Safety Rules

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

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

9.2 SAFETY COMMITTEE

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

- Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
- Ensure inspections are conducted in each department’s work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
- Coordinate the development of safety rules and safe work methods.
- Coordinate safety training between departments when possible.
- Report the activities of the committee by submitting a copy of their meeting minutes to all Supervisor and Managers.

9.3 WORKERS' COMPENSATION

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

Coverage

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

Employee Reporting Requirements

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

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

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

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

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

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

9.4 ON-THE-JOB INJURY PROCESS

Medical Emergency Process

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

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

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

9.5. NON-EMERGENT PROCESS

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

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

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

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

9.6 FIRST AID

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

Medical treatment is mandatory for any of the following:

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

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

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

9.7 DESIGNATED PHYSICIAN

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

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

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

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

9.8 INCOME REPLACEMENT

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

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

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

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

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

9.10 RETURN TO WORK

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

The City of Indianola will provide modified or alternate work for an employee injured on the job, or sustained a work-related illness, and unable to temporarily or permanently return to his/her regular job classification. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.

Return to Work Program Objectives

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

9.11 REASONABLE ACCOMMODATIONS

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

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

9.12 TEMPORARY ALTERNATE DUTY (TAD)

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

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

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

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

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

9.13 MEDICAL EXAMINATION

New Hires

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

Reasonable Accommodation

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

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

- Documented medical evidence of the claimed disability, unless the nature and extent of the disability is evident
- A written statement of the means of accommodation that the candidate or employee believes would enable the candidate or employee to perform the essential functions of the job to meet City performance standards

- A written statement of acceptance or rejection of any alternative means of accommodation proposed by the committee, and the reason for any such rejection

The committee shall, within a reasonable time, submit to the City Manager a written report of its determination and recommendations. The City Manager shall make the final decision on disability and accommodation within a reasonable time after receiving the committee's report and such additional information or analysis as the City Manager may call for.

Examinations During Employment

When, in the judgment of the department director and the Human Resources director, an employee's physical or mental condition is such that it is desirable to evaluate the employee's ability to perform essential job functions and to comply with work rules and standards of conduct, the employee may be required to undergo an examination at the City's expense. The following procedure shall be followed:

1. The employee shall be examined by one of the City's designated physicians or another physician or health care provider. The employee shall have the right to submit to the examining physician or other provider reports, opinions or other information provided by the employee's own physician or health care provider.
2. The report of the examining physician or provider shall be submitted to the Human Resources Director who shall confer with appropriate management staff to determine recommended action.
3. The results of the examination shall be confidential, with access to medical information limited to the employee and management staff that needs the information to make employment-related decisions.

Examinations Following Absence

Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from the attending physician or to take an examination, by the City's designated physician, before returning to work.

9.14 EMERGENCY INFORMATION

All employees are responsible for maintaining a safe and healthful workplace by following the City's emergency procedures. These procedures are based on federal, state and local laws that affect City business. Failure to follow emergency instructions puts not only the individuals who do not follow the procedures at risk, but potentially others as well. For this reason, it is important all employees follow emergency procedures. All Department Heads and Elected Officials automatically assume the responsibility of Floor Control Director. Floor Control Directors are responsible for ensuring employees are educated on emergency procedures such as evacuation, seeking shelter, etc. and will direct employee movement to designated areas during an emergency.

Bomb Threat (by phone)

If there is a bomb threat by telephone:

1. As discretely as possible notify the nearest employee of the threat and instruct them to call 911.
2. Keep the caller on the line as long as possible, note anything unusual about the call or caller
 - When is the bomb going to explode?
 - Where is it right now?
 - What does it look like?
 - What kind of bomb is it?
 - Did you place the bomb? If so, why?
3. Listen for background noises.
4. Do not hang up.
5. Ask the caller for their name.

Fire or Smoke Odor

In case of fire or smoke, follow these procedures:

1. Activate the fire alarm pull station.
2. Call 911 to notify the fire department.

Caution: Employees should not try to extinguish the fire unless the employee has been properly trained! If an employee has any doubt about his/her ability to safely use a fire extinguisher, do not attempt to put out the fire. Exit the building.

Evacuation Procedure

If employees hear the fire alarm or an evacuation announcement, begin evacuation immediately. Go to the closest fire exit, exit the building and proceed to the assembly point for the employee's office.

If an employee is a Floor Control Director, the employee should:

- Direct employees to the closest exit.
- Assist employees and citizens with special needs to the emergency exits.
- Check the area to make sure everyone is evacuated. Check meeting rooms, restrooms, etc.
- Evacuate the area themselves.
- Take a head count of the employees from the department to make sure that everyone got out of the building safely. Department Heads should bring an employee list with them.
- Advise the police or fire officials at the assembly point that the designated area is clear or of anyone that may be missing.

Employees and Supervisors should remain gathered until directed to return to the building.

Active Shooter

In case of an active shooter, follow these steps:

1. Evacuate

- a. If there is an accessible escape path, attempt to evacuate the premises. Be sure to:
 - i. Have an escape route and plan in mind
 - ii. Evacuate regardless of others agree to follow
 - iii. Leave your belongings behind
 - iv. Help others escape, if possible
 - v. Prevent individuals from entering an area where the active shooter may be
 - vi. Keep your hands visible
 - vii. Follow the instructions of any police officers
 - viii. Do not attempt to move wounded people
 - ix. Call 911 when you are safe

2. Hide Out

- a. If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:
 - i. Be out of the active shooter's view
 - ii. Provide protection if shots are fired in your direction (ie. an office with a closed and locked door)
 - iii. Not trap you or restrict your options for movement
- b. To prevent an active shooter from entering your hiding place:
 - i. Lock the door
 - ii. Blockade the door with heavy furniture
- c. If the active shooter is nearby:
 - i. Lock the door
 - ii. Silence your cell phone and/or pager
 - iii. Turn off any source of noise (ie. radios, televisions, etc)
 - iv. Hide behind large items (ie. cabinets, desks)
 - v. Remain quiet
- d. If evacuation and hiding out are not possible:
 - i. Remain calm
 - ii. Dial 911, if possible, to alert police to the active shooter's location
 - iii. If you cannot speak, leave the line open and allow the dispatcher to listen

Severe Weather

If a severe weather warning advising the public to seek shelter is issued by the National Weather Service, immediately seek shelter in one of the following locations:

- Interior rooms without windows and with doors that close
- Basements
- Interior stairways
- Restrooms
- Tunnels

Avoid areas with large amounts of glass and elevated ceilings. This is not an evacuation – do not leave the building. After weather conditions are no longer threatening, management will convey an “all clear” announcement and direct employees to either return to work or notify them that they are dismissed.

Medical Emergency

For critical or life-threatening situations, CALL 911 immediately. Request the assistance of an employee trained in first-aid and CPR. Designate an individual to meet the emergency medical personnel outside the building and direct them to the location of the ill or injured party.

Any employee who has a health condition that may develop into an emergency situation should wear the appropriate medical identification tags. For the safety of the employee and those co-workers around them, information regarding emergency treatment techniques appropriate for the condition would be helpful and employees are encouraged to share this with their immediate Supervisor and/or co-workers.

9.15 SAFETY TRAINING AND ORIENTATION

The City of Indianola partners with a third-party administrator to provide a comprehensive safety program for its employees. It is mandatory that all employees attend training that is in-line with their position and requested by their Supervisor. Training classes will be selected at the beginning of the fiscal year by the safety committee, safety consultant and management. Employees will be assigned training and provided a deadline date to complete the training assignments. If an employee doesn't complete training by their deadline date, it could result in disciplinary action.

The Supervisor or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment
- Changes in operations
- Identified areas of increased accidents
- Identified areas of exposure
- Annual refresher training required for each program

Documentation of Safety Training

Documentation from any training courses attended by employees, Supervisors or Managers will be kept. Documentation associated with safety meetings and training will be kept on file with the Human Resources department.

Employee Safety Orientation

New Employees

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This orientation will include a review of all safety rules, policies/procedures,

equipment, etc, that is applicable to the new employee's duties. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties.

Existing Employees

All existing employees will attend department specific safety training as determined by their Department Head, as well as, organization wide training on an annual basis to include but not limited sexual harassment and discrimination training and bloodborne pathogen training.

9.16 DRUG AND ALCOHOL-FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988, the City of Indianola has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the City operates. Alcohol and drug abuse pose a threat to the health and safety of City employees and to the security of the City's equipment and facilities. For these reasons, the City is committed to the elimination of drug and alcohol use and abuse in the workplace.

For purposes of this policy, "the workplace" includes any City facility, City premises, City vehicle, and private vehicle while on City business. The policy provides that the unlawful manufacture, distribution, dispensing, possession or use of an illegal drug or controlled substance in the workplace is strictly prohibited. Violations of this policy could result in disciplinary action, up to and including termination of employment, and may have legal consequences. Employees who perform work duties covered by the DOT and FMCSA regulations are also subject to DOT Drug and Alcohol regulations.

Definitions

- A. Abuse of alcohol or a legal drug - Any use of alcohol or a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions). In addition, the taking of a prescription drug that was prescribed for another shall be considered "abuse" of a legal drug.
- B. Accident - An incident that happens while on the job involving an employee or City equipment or vehicle, unexpectedly and or unintentionally, typically resulting in damage or injury.
- C. Alcohol - Ethanol, isopropanol, or methanol.
- D. City premises - Includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by the City of Indianola or on any site on which the City is conducting business.
- E. Illegal Drug - Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal Controlled Substances Act, 21 U.S.C. §801 et seq.
- F. Legal drug - A drug for which there is a valid prescription, or over-the-counter drug for the employee.
- G. Prospective employee - A person who has made application, whether written or oral, to our City to become an employee.

- H. Refuse to cooperate - To obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.
- I. Sample - A sample from the human body capable of revealing metabolites, such as urine, saliva, skin, or hair. "Sample" does not include blood [except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer].
- J. Under the influence of alcohol - An alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a Supervisor to conclude that an employee is impaired because of alcohol use.
- K. Under the influence of drugs - A confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

For purposes of this policy, samples will be urine, saliva and breath.

**Definitions are listed as per Iowa Law and will be used as such unless otherwise indicated.

Legal Drugs

Prescription Drugs - An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber and only if the drug is taken in accordance with the prescriber's directions. The City of Indianola will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

Over-the-Counter Drugs - An employee may bring to work and take an over-the-counter drug during work hours only if the drug is used for its intended purposes and in accordance with package directions and any supplemental directions of the employee's physician.

Notification - An employee must notify their immediate Supervisor whenever he or she is using a prescription or over-the-counter drug which potentially may affect safety or work-performance. In making this determination, the employee should rely on the warnings or cautions that are received with the particular lawful drug. The City does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a

caution that one should not engage in certain activities which are part of the employee's job duties while taking the drug. The City of Indianola reserves the right to take appropriate action (including relieving the employee from work) if the use of the drug is impairing the employee's faculties or work performance.

Abuse - Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

Drug-Free Workplace Act of 1988 Notification

Employees shall notify their Supervisor of the employee's conviction under any criminal drug statute for a violation occurring in the workplace, as defined above, no later than 5 days after such conviction. If an employee is convicted of a violation of a criminal drug statute for a violation occurring in the workplace, the City will take appropriate disciplinary action against the employee, up to and including termination or the City will require the employee to successfully participate in an approved drug abuse assistance or rehabilitation program. If the City requires the employee to successfully participate in an approved drug abuse assistance or rehabilitation program and the employee fails to do so, the City will take appropriate disciplinary action against the employee, up to and including termination.

Alcohol or Drug Possession, Transfer or Use, Other Than Use Detected by a Drug or Alcohol Test

An employee bringing or attempting to bring onto the City's premises or property, or to a City worksite, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage or any prescription drug or any form of controlled substance, or any "look alike" substance, while on or off City business, on City premises, while operating City vehicles or other equipment is guilty of gross misconduct and is subject to discipline including discharge or suspension without pay, even for the first offense.

Impairment During Work Hours

It is our intent that an employee whose faculties appear to be impaired during work hours will not be allowed to work, regardless of the cause.

An employee whose faculties are impaired during work hours due to the effects of the use of alcohol or illegal use of a controlled substance (including the abuse of a legal drug) is subject to discipline up to and including termination.

Alcohol and/or Drug Testing

The City reserves the right to conduct alcohol and/or drug testing under any of the following circumstances:

- Where there is evidence that an employee may be impaired on the job due to the use of illegal drugs, controlled substances or alcohol.

- Where there is evidence that an employee has violated some provisions of this policy.
- Where the employee has suffered a work-related injury which was due to intoxication, as provided by Iowa Code Section 85.16.
- Where the employee has caused an accident at work which resulted in an injury to a person for which a report could be required under Iowa Code Chapter 88 if the person were an employee.
- Where the employee has caused an accident at work which resulted in damage to property, including equipment, in an amount reasonably estimated at the time of accident to exceed one thousand dollars.

Employee Assistance Program

Chemical dependency is an illness and a major health problem and may require professional help. The City of Indianola provides an Employee Assistance Program (EAP) through Employee and Family Resources (EFR) for any employee or family member who wants to seek confidential counseling.

Work Rules

Whenever employees are working, are operating any City vehicle, are present on City premises or are conducting City-related work offsite, they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia)
- Being under the influence of alcohol or an illegal drug as defined in this policy
- Possessing or consuming alcohol

The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing City business or while in a City facility, is prohibited.

Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment Testing

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

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

Reasonable Suspicion

A specific active employee may be required to submit to a drug or alcohol test if the City has evidence that the employee is using or has used alcohol or drugs in violation of the City's written policy. This

evidence must be drawn from specific objective and articulable facts and reasonable conclusions drawn from those facts. Examples that might support such are:

- Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired by alcohol or drug use.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- Evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the current employer.
- Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).

Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the employer's premises or while operating the employer's vehicle, machinery or equipment may be cause for termination. Refusing to cooperate to submit a required test will result in termination.

Pre-Result Suspension

Prior to the City receiving the results of the employee's drug test, the employee's employment with the City will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay.

The following policies pertain to employees working in positions that require a Commercial Driver License (CDL):

Post-Accident & Random Testing

Employees who use a commercial motor vehicle and who are required to have a Commercial Driver License (CDL) are subject to testing under the following circumstances:

- Prior to employment
- Reasonable cause
- Unannounced random basis
- After an accident occurs
- Prior to returning to duty after failing a drug or alcohol test
- On a follow-up basis after failing a drug or alcohol test

Upon notification that an employee has been selected for testing, Human Resources will notify the employee's Supervisor and the Supervisor will notify the collection site. The employee will be instructed to go to the collection site and must be prepared to provide his or her CDL driver's license.

The City of Indianola recognizes that the use or abuse of alcohol or controlled substances by drivers of commercial vehicles presents a serious threat to the safety and health of the drivers, other City employees, and the general public. It is the policy of the City that all drivers are free of drugs and alcohol while on duty and as otherwise required by the Omnibus Transportation Employee Testing Act (OTETA) of 1991.

In order to comply with this law, the City of Indianola has established a drug and alcohol testing program designed to discourage drug and alcohol abuse and prevent traffic accidents and injuries to City of Indianola employees and the public.

This policy pertains to employees holding a CDL and whose duties include the performance of safety-sensitive functions, in connection with the operation of a commercial vehicle. Safety-sensitive functions include the following:

- Waiting to be dispatched or remaining in readiness to operate a vehicle. For employees who are required to have a CDL, this generally means all hours of work.
- Operating a commercial vehicle.
- Performing maintenance or loading or unloading a commercial vehicle.

Covered employees will not engage in the following conduct:

- Be on standby, report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater
- Be on duty or operate a commercial motor vehicle while possessing alcohol
- Use alcohol while performing safety-sensitive functions
- Perform safety-sensitive functions within four hours after using alcohol
- Use alcohol for eight hours following an accident or until undergoing a post-accident test.
- Refuse to submit an alcohol or drug test
- Be on standby or duty, report for duty, remain on duty, or perform safety sensitive functions if tested positive for drugs.

All covered employees may use prescription drugs only if the doctor has advised the employee that the drug will not adversely affect the driver's ability to safely operate a vehicle. Employees using prescription drugs must carry such drugs in their original containers, which must be labeled with the name of the doctor and the drug prescribed. Refusing to cooperate and submit to a required test will result in termination.

The following policies pertain to all employees.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and Supervisors on a need-to-know basis and may also be disclosed when

relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

The City of Indianola reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

9.17 MOTOR VEHICLE SAFETY

The City of Indianola is dedicated to protecting all employee drivers, their passengers, and the general public from injury arising out of the use of motor vehicles for City business.

Employees whose jobs require regular driving for business as an essential function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times. New hire and annual MVR reports will be completed by the Human Resources Department for all employees that are required to drive for their employment with the City. For all other jobs, driving is considered only an incidental function of the position.

Employees who are approved to drive on City time are authorized to operate a motor vehicle only under the following conditions:

- The employee maintains a valid driver's license.
- The employee operates the vehicle in a safe, defensive manner, obeying all traffic laws.
- The employee should only be using a cell phone through a hands free device and only if it is a work-related call when operating a company vehicle or personal vehicle for a work-related trip.
- Vehicle and machinery seatbelts are to be used at all times.
- Only authorized personnel are to be drivers and passengers in vehicles operated for City business. Authorized persons include customers, vendors and fellow employees.
- The employee and his or her passengers wear their seat belts.
- City owned vehicles are provided for business related travel only. Personal use and trips outside of the City are not allowed.
- An employee's Department Head should know of intended travel plans by way of an itinerary or other equivalent method. This also allows a means of contact during an emergency.
- Employees who are assigned vehicles are responsible for maintaining the vehicle in good repair, including regular oil changes and other warranty or lease City requirements.
- Employees must report any accident, theft or malicious damage which occurs while driving on City time, to their department director and the Human Resources Director, regardless of the extent of the damage or lack of injuries. Employees are expected to cooperate fully with authorities in the event of an accident.

- The employee assumes the full responsibility for any traffic violations and fines arising out of the use of the vehicle.
- The employee will maintain adequate insurance coverage as required by law.
- Employees are not permitted, under any circumstances, to operate a personal or City vehicle for City business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any personal or City vehicle while on City business while using or consuming or while they are under the influence of alcohol, illegal drugs, or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.
- Driving record(MVR) free of any convictions within the past three years for:
 - Alcohol (above the legal limit) and/or drug related driving offenses
 - Refusal to submit to a Blood Alcohol Content (BAC) test
 - Reckless Driving
 - Leaving a scene of an accident
 - A felony, manslaughter, or homicide involving use of a motor vehicle

Any incidences which are in conflict with this policy must be reported to the Department Head and the Human Resources Director.

9.18 UNIFORMS AND CLOTHING REIMBURSEMENT

The City of Indianola expects all employees to be dressed appropriately to provide a safe work environment. To assist employees in doing this, the City will provide uniforms and or a clothing reimbursement for particular items.

Non-Union Employees

The City will reimburse non-union employees for the following items. The employee will need to fill out the Clothing Reimbursement Form and submit the form with receipts to their Supervisor. The employee must submit for reimbursement within the same fiscal year that the item is bought. Employees are entitled to receive up to \$300 per fiscal year.

- Safety toed boots
- Overshoes for steel toed boots
- Work pants, ie. Carhart pants
- Bibs
- Overalls
- Winter hats

Union Employees

Union employees should refer to their collective bargaining agreement for information on uniforms and clothing reimbursement.

9.19 WORKPLACE BULLYING

The City of Indianola defines bullying as inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, directed by one or more persons against another or others, at the place of work and/or in the course of employment which has the effect of substantially interfering with an individual's employment, performance of duties, or which causes the individual to have a reasonable fear of harm. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is relevant and will be given consideration when issuing discipline. As in sexual harassment, the effect of the behavior upon the individual is most important. The City of Indianola considers the following types of behavior examples of bullying, this is not inclusive:

- Verbal bullying - Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying - Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture bullying - Non-verbal threatening gestures or glances that convey threatening messages.
- Exclusion - Socially or physically excluding or disregarding a person in work-related activities.

9.20 WORKPLACE HAZING

The City of Indianola defines hazing as any action taken or any situation created intentionally that causes embarrassment, harassment or ridicule and risks emotional and/or physical harm to an individual, members of a group or team, whether new or not, regardless of the person's willingness to participate. Such behavior violates the City Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the City will not tolerate hazing behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Where an allegation of hazing is made, the intention of the alleged hazer is relevant and will be given consideration when issuing discipline.

The City of Indianola considers the following types of behavior examples of hazing, this is not inclusive:

- Engaging in reckless horseplay
- Social pressure to participate in unsafe acts
- Practical jokes
- Meaningless or humiliating tasks

9.21 WORKPLACE VIOLENCE

It is the policy of the City of Indianola to provide a work environment free from violence, aggression, or threatening conduct of any kind. To ensure a safe workplace and to reduce the risk of violence, all employees must review and understand all provisions of the Workplace Violence Policy.

Prohibited Conduct

The City of Indianola will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities toward any employee of the City or any member of the general public. A threat of violence is any visual, verbal, or physical act, that warns of or expresses an ability or intent to harm or kill; is intended to intimidate or create fear; or has the purpose of unreasonably interfering with an individual's reasonable expectation of a peaceful, non-hostile or inoffensive work environment.

Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone, or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Unauthorized possession of a weapon while on City property or while on City business.

9.22 WEAPONS IN THE WORKPLACE

The City of Indianola prohibits all employees from possessing any kind of dangerous weapon on City property. City property includes, without limitation, all City parking lots, buildings (leased and owned); grounds and parks; and vehicles used for City business. Employees who are off City property but performing a task for the City or City-sponsored events (i.e. Summerfest, etc.), are covered by this policy.

Dangerous weapons include any item, device, thing, instrument, material, or substance, whether animate or inanimate, that is designed or specially adapted for use to, or that is likely to, intentionally cause death or great bodily harm; and anything that closely resembles any such item, device, thing, instrument, material, or substance, and that was displayed or used in a manner that created the impression that the afore-mentioned thing or substance was capable of or might be used to cause death or great bodily harm.

Dangerous weapons include, but are not limited to, firearms of all types, irrespective of propellant and whether serviceable or unserviceable archery bows and cross-bows, and slingshots; explosive chemicals, compounds, and mixtures, and devices or pressurized vessels that have been altered or arranged to explode; incendiary devices; cutting and, stabbing devices, except folding knives having a blade that is three inches or less in length; taser or other similar electronic immobilizers; bludgeons and other blunt

instruments or tools, including use of a vehicle to strike; poison, toxic, acidic, or caustic chemicals, compounds, and mixtures; animals that have been taught to attack on command; and in the case of individuals who have been trained in martial arts, boxing, ultimate fighting, or other fighting or defensive regimens, punching, striking, throwing, kicking, pain or submission or choke or any similar holds.

Possession of a valid permit to carry a weapon shall not be construed to exempt an employee from this policy. However, an employee's Supervisor, with the express concurrence of the Police Chief and the City Manager, on an individual-by-individual basis, may grant an exception for the employee holding such a permit, if the exception is deemed reasonable and appropriate for protection and defense of person, or other City of Indianola employees or officials.

This section shall not apply to City employees who are authorized to use weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job. (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a Supervisor or the Human Resources Department. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis.

Risk Reduction Measures

While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their Supervisors or the Human Resources Department if any employee or other individual exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors may include the following but aren't limited to:

- Discussion of bringing a weapon into the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.
- Sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Searches

The City reserves the right to conduct searches in accordance with state law of any employee and his or her vehicle or personal effects brought into the workplace. Pursuant to this provision, the City is authorized to search an employee's locker, desk, purse, briefcase, baggage, toolbox, lunch sack, clothing, vehicle parked on City property, and any other item in which a weapon may be hidden. Additionally, the City may search a City-owned vehicle used by an employee, and a vehicle owned by an

employee that is being used to conduct business on behalf of the City, regardless of whether the vehicle is located on City property at the time. Searches may be conducted by City management or local authorities. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; provided however, that such refusal may result in disciplinary action, up to and including termination of employment for refusal to cooperate. The City reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts or any employee who fails to report such acts committed by others shall be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts toward City employees will be reported to the proper authorities and may be banned from City property.

MISCELLANEOUS

10.1 CITY PROPERTY

The City maintains computer systems, network utilities, electronic mail, digital assistance, telephone system, cell phones, wireless devices and fax to assist in conducting business. The electronic messaging system and Internet access, like paper files and notebooks, are assets provided to City employees to assist them in performing their work efficiently. These tools, and the work they contain, are the property of the City and should be used for business purposes. For those employees who have terminated employment and it is discovered records/information has been tampered with, the price of information recovery will be taken from the employee's last paycheck or additional judgment if above that amount.

10.2 PRIVACY

Because all electronic communications and content are the property of the City, employees should not expect that communications or content are private. The City reserves the right to audit, intercept, access, retrieve, monitor, block, review, copy, delete, or disclose any communications or other content in the electronic communications systems, for any purpose, without notice to the employee and without seeking permission of the employee. The confidentiality of any message should not be assumed.

10.3 COMPUTER USE

Business Use

All City electronic communication systems are to be used primarily for business purposes. Any personal use of electronic communication systems is not private, is subject to this policy, and must be incidental, occasional, and kept to a minimum. Chain letters, joke chains, gambling, games, and similar activities are not allowed.

Business Form

E-mail and voicemail messages reflect the City image. They should be courteous, professional, and businesslike. It is expected that employee communications on the electronic communication systems will reflect favorably on the City and on the employee.

Sensitive Communications

E-mail, voicemail, Internet, wireless, and facsimile transmissions may not be appropriate vehicles for certain sensitive or confidential communications. Employees shall consider if it is better to discuss certain topics face-to-face to protect the City's proprietary or confidential information or sensitive personnel matters.

Respect the electronic communication systems/content of others

Notwithstanding the City's right to access communications and other content contained on its electronic communication systems, employees are expected to respect the confidentiality of content and communications sent to or received by others, subject to Open Records Laws of the State of Iowa.

Password Protection/Disclosure

Unauthorized access of any other user's messages or files is strictly prohibited. Employees are strongly encouraged to not let anyone else use their password and not write it down somewhere where it might be read by others. It is recommended to use the password-protected screen when leaving computers unattended.

Sabotage

Employees may not knowingly engage in any activity that might be harmful to the City's systems or to any stored information, such as but not limited to, creating or propagating viruses, disrupting services, or damaging information.

Virus Protection

Files from outside can be infected by viruses. No file from an external source (e-mail, Internet, software, document, spreadsheet, etc.) should be stored or loaded on any computer unless it is scanned for viruses. Never download or open an attachment in any message from an unknown sender. Contact the Information Technology Department for assistance. Employees who violate this policy are subject to discipline, up to and including termination of employment.

The City provides computer hardware and software systems for use by City employees in the performance of their City duties. Use of computer resources is limited to legitimate City business consistent with the work assignment. Computers may be used by employees for personal business, provided such occurs during the non-working time of the employee, does not detract from the performance of the employee's duties, and does not violate the provisions of this policy as set out below. All information and communications transmitted or received by, received from, or stored in these systems are the property of the City.

Inspection and Monitoring

The City reserves the right to inspect, monitor and/or log all computer activity with or without notice, including e-mail and all World Wide Web or other Internet activity. Users should have no reasonable expectation of privacy in the use of these resources.

Unacceptable Use

It is unacceptable for any user at any time to use, submit, publish, display, or transmit on any City computer system information which:

- Violates or infringes on the rights of any other person, including the right to privacy;

- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise objectionable or illegal material;
- Contains any material or comments that would offend someone on the basis of his or her race, gender, age, sexual orientation, gender identity, religious or political beliefs, national origin, or disability;
- Restricts or inhibits other authorized users from using the system or otherwise inhibits the efficiency of the computer system.
- Encourages the use of controlled substances or uses the computer system for the purpose of inciting crime, or
- Uses the system for any other illegal purpose.

It is also unacceptable for any user at any time to use the facilities and capabilities of the system to:

- Conduct any business activity or solicit the performance of any activity which is prohibited by law, or
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities; or
- Make any unauthorized and/or personal purchases.

Employees who violate this policy are subject to disciplinary action in accordance with established personnel policies.

Confidential Material

It is recognized that some employees may store information in their computers that is classified as confidential by law, and that information may be protected with passwords unique to individual employees. However, all passwords shall be recorded with the Supervisor and/or Department Head; no passwords for screens or files may be added to the City's computer equipment until a record of the password has been made in that department. It is the responsibility of employees having custody of records classified as confidential by law to appropriately protect that confidentiality. Information which is protected from inspection by the public is subject to inspection by the appropriate City official.

10.4 ELECTRONIC MAIL

E-mail is subject to all policies regarding computer use outlined in this policy. Users should not consider electronic communications to be either private or secure. For purposes of monitoring compliance with this policy, the Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may inspect or monitor electronic mail messages as a routine matter. The Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may inspect, monitor, and copy the contents of electronic messages in the course of an investigation triggered by indications of impropriety, as necessary to locate substantive information that is not readily available by some other means, or as deemed appropriate by the City, provided such inspection is not in violation of state or federal law. The City reserves the right to cooperate fully

with local, state or federal officials in any investigation concerning or relating to any mail transmitted on any network.

10.5 DAMAGE TO CITY PROPERTY

Any intentional malicious act to deface, alter, harm, or destroy any electronic equipment, any data of another user, or any information contained on any City or other computer system or Internet, shall be considered an act of vandalism subject to disciplinary action and/or criminal prosecution. Exemption: Routine deletion of unimportant data files. If unsure, check with your Department Head or the IT Department. Any employee identified as a security risk or having a history of problems with other computer systems may be denied access to any computer system.

10.6 VIOLATION OF THIS POLICY

Employees who violate any provision of this policy are subject to disciplinary action up to and including termination of employment.

10.7 INSPECTION OF CITY PROPERTY

The City attempts to maintain equipment and supplies which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are City property and are only to be used for conducting City business.

As a part of an individual's employment, a desk, work space, locker or vehicle may be made available to the employee. The desk, work space, locker or vehicle are City property. Because the desk, work space, locker or vehicle are City property, not the personal property of the employee, they are subject to being inspected by the Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, at any time, with or without notice to the employee.

The City assumes no responsibility or liability for any items of personal property which are placed in or on City property which is assigned to an employee.

The City may also provide a telephone and/or a computer to the employee to perform the employee's job. These items are also City property and should only be used to conduct City business. If it is necessary to conduct personal business on the telephone or by using the computer, the City expects that this personal use will be kept to a minimum and will not interfere with the City's business. Naturally, the City insists that all personal business conducted on the telephone and the computer be legally proper and that communications not be offensive or harassing. In order to ensure that the City's property is not being misused, the Supervisor, with prior approval from the City Manager, Human Resources Director and or legal and, if applicable, the Department Head, may monitor communications and examine any computer information. To the extent that any computer or telecommunication activities are regulated by state or federal law, the City will observe all such regulations imposed upon it.

If the City conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection.

DRAFT

EMPLOYEE ACKNOWLEDGEMENT

I acknowledge receipt of my copy of the City of Indianola Employee Handbook. I understand that the handbook has been provided to me for informational purposes only and that the City may change or withdraw any policies, procedures, or benefit programs at any time. I acknowledge that this handbook is not a contract of employment, express or implied, and that I am not guaranteed employment for any specific duration. Either the City or I may terminate my employment at any time with or without notice or cause.

I acknowledge that I have read and understand the policies and procedures in this handbook and agree to abide by them. I understand that if there is a policy or procedure I do not understand it is my responsibility to ask my Department Head or Human Resources for clarification.

Employee Printed Name

Employee Signature

Date

Meeting Date: 12/17/2018

Information

Subject

Resolution determining property to be surplus and authorizing sale of property

Information

In your packet is a resolution determining property to be surplus and authorizing the sale of the following items for the Street Department - a Caterpillar AP-1055-B Asphalt Laydown machine and a Caterpillar CB334E Roller (2008). This paver has not been used by the Street Department since either late 2015 or early 2016. It has an estimated value of \$10,000-\$15,000. Due to the age, lack of storage, and logistics required to operate an efficient asphalt operations staff is recommending this item to be sold.

The resolution declares:

- The City is no longer using said property and City staff is recommending disposal of it
- The City Council believes it to be in the best interest of the City to sell the property
- The City Council authorizes City staff to dispose of said property and to take all steps necessary to sale the property

Fiscal Impact

Attachments

Memo

Resolution



— STREETS DEPARTMENT —

To: Mayor and City Council
From: Jason C. Etnyre, Street Superintendent
Subject: 2018 Paver Surplus
Date: December 12, 2019

Honorable Mayor and Council members,

The City of Indianola Street Department owns both a Caterpillar AP1055-B Asphalt Laydown machine and a Caterpillar CB334E roller that have been in service since acquired in 2008. The laydown machine (believed to be a late 90s/early 2000 model based off serial number) and roller have not been used since either late 2015 or early 2016. These machines have been used in prior applications to pave parking lots, small street overlays, and other areas of need. Due to the Council's prior commitments to converting asphalt surfaces to concrete, these machines are not being utilized any longer. If the need arose to pave a parking lot or to do a smaller asphalt overlay, it would be in the City's best interest to contract this operation out to an outside vendor. In the current CIP there are not any projects other than potentially South K and/or Hillcrest, where a change from the current surface to asphalt fits within the City's plan. Both of these potential projects would be outside of the scope of City staff's abilities for performance.

This laydown machine appears to be in operable condition with minimal repairs needed to put it back into service. Due to the manpower requirements to operate an asphalt paving operation this machine is not a practical piece of equipment for this department to own and maintain. The roller is in excellent operational condition. It would be staff's recommendation to utilize an auction service such as Housby (Des Moines) to market this specialized piece of equipment. Estimated sale value of the roller is believed to be \$10,000-\$15,000. Estimated sale value of the laydown machine is \$20,000-\$25,000 and through conversations with Housby may have a higher value when marketed in the spring of 2019.

It is staff's recommendation to have these pieces of equipment declared as surplus and to be sold via auction.

Respectfully submitted,
Jason C. Etnyre
Street Superintendent







110 N. FIRST STREET • PO BOX 299 • INDIANOLA, IOWA 50125 • PHONE: (515) 961-9410 • WWW.INDIANOLA.IOWA.GOV

RESOLUTION NO. 2018-_____

**RESOLUTION DETERMINING PROPERTY TO BE SURPLUS
AND AUTHORIZING SALE OF PROPERTY**

WHEREAS, the City of Indianola owns the following property which was purchased with public funds:

Stree Department – a Caterpillar AP-1055-B Asphalt Laydown machine and a Caterpillar CB334E roller

WHEREAS, the City is no longer using said property and City staff is recommending disposal of it; and

WHEREAS, the City Council agrees that the property is surplus; and

WHEREAS, the City Council believes it to be in the best interest of the City to sell the property in a commercially reasonable manner.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa that the above-described property is determined to be surplus property.

BE IT FURTHER RESOLVED by the City Council that the City staff is hereby authorized to determine the commercially reasonable manner to dispose of said property and to take all steps necessary, including execution of any transfer documents, required to carry out the sale of the property.

APPROVED this 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 12/17/2018

Information

Subject

Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property

Information

In your packet is the resolution and notice of filing of assessment of nuisance abatements.

The assessment term is for 10 years. The resolution authorizes publication/filing of the nuisance abatement and mailing of it to property owners.

Roll call is in order.

Per Iowa Code, property owners have the option to pay them (or any portion) within 30 days after the first publication (December 26, 2018) at the Clerk's Office

Fiscal Impact

Attachments

Resolution

List

RESOLUTION NO. 2018-____

**A RESOLUTION AUTHORIZING THE CERTIFICATION OF LIENS TO THE
WARREN COUNTY TREASURER FOR PURPOSES OF ASSESSING THE COST OF
NUISANCE ABATEMENT AGAINST PROPERTY**

WHEREAS, those properties listed on the attached Exhibit have unpaid nuisance abatement costs with the City of Indianola; and

WHEREAS, in the event that a property owner fails to make payment within the required notice period the Iowa law allows for a lien to be placed upon that property; and

WHEREAS, a notice has been sent to each property owner requesting payment within 30 days, the deadline for which has now expired; and

WHEREAS, the City now wishes to authorize assessment of a lien against the property for the cost of nuisance abatement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Indianola hereby authorizes the assessment of a lien against the property listed on the attached Exhibit.

BE IT FURTHER RESOLVED that the City Clerk is authorized to certify said list to the Warren County Treasurer and to publish the list as is required by law.

BE IT FURTHER RESOLVED that all assessments exceeding \$500.00 may be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rate provided for assessments against benefited property under state law.

Passed and approved the 17th day of December 2018.

Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

**NOTICE OF FILING OF
ASSESSMENTS FOR NUISANCE ABATEMENT**

To the person(s) owning land located within the City of Indianola, Warren County, Iowa, particularly described as follows:

Parcel #	Legal Description	Property Owner	Property Address	Amount	Admin Fee 001-1700-47100	Street 321-2100-47100	Reason
48770000440	26-76-24 Western Heights Add Lot 44	Joseph B/Carolee Walles	506 N Kenwood	\$1,400.00	\$25.00	\$1,425.00	Mowing Services, removal of debris, garbage, etc– 10/26/18 Notice
48120350040	East ½ Lot 4, Block 35, Cheshire's Addition	James W. Supina	808 W. 2 nd Avenue	\$300.00	\$25.00	\$325.00	Mowing Services – 10/01/18 Notice
48870190655	Sec W 53 A N ½ SW EX 19, 47 A&EX 19, 47 A&EX Sunset Knolss & EX PCL W	Crestview Builders		\$600.00	\$25.00	\$625.00	Mowing Services – 10/01/18 Notice

Meeting Date: 12/17/2018

Information

Subject

Annual spring/fall cleanup program

Information

You have Diana Bowlin's memo recommending Waste Management for spring/fall cleanup programs and yard waste dumpsters for the next five years.

FYI - Waste Connections is approximately \$60 less/container for the spring/fall yard waste dumpsters. Administratively staff feels it is best to stay with one vendor for the spring/fall cleanup and yard waste dumpsters, but council has the option to go with two different vendors (Waste Management for the curb side spring cleanup and the drop off site for the fall cleanup and with Waste Connections for the yard waste dumpsters at the brush facility).

The programs are the same as years past (see packet).

Fiscal Impact

Attachments

Memo

MEMO

TO: Mayor and Council
FROM: Diana
SUBJECT: Spring/Fall Cleanup Bids
DATE: December 11, 2018

After reviewing the proposals from area refuse haulers, I would recommend Waste Management of Des Moines, Iowa for the spring/fall cleanup and yard waste dumpsters. As you will note Waste Connections is approximately \$60 less/year for the Spring/Fall dumpsters, depending on how many roll offs are delivered and the tonnage (if tonnage exceeds 8 ton then it is an additional \$30/ton). Administratively we feel it is best to stay with one vendor for the spring/fall cleanup and yard waste dumpsters, but council has the option to go with two different vendors.

The annual spring cleanup was bid for curbside pickup and the fall cleanup as a drop off site at the Brush Facility.

If you concur, the following annual spring/fall cleanup and yard waste dumpster bids from Waste Management need to be approved as follows:

Annual Spring Cleanup (Dates to be determined)

Year	Price	Disposal Fees
2019	\$18,650	For the 2019 there will be a disposal fee of \$30.00. For the following years the City will pay the disposal fees directly, at cost, via a City account at the Winterset Landfill. By Waste Management removing themselves from the “middle-men” regarding the disposal rates, they avoid passing on any markup fees to the City.
2020	\$19,303	
2021	\$19,978	
2022	\$20,678	
2023	\$21,401	

FYI – Waste Management prices for 2016 was \$13,247, 2017=\$13,645 and 2018=\$14,054. H&W Recycling will again pick up the appliances for free.

No large quantity of construction materials, including lumber, drywall, concrete, bricks & roofing material will not be picked up.

The City will be billed separately from South Central Iowa Landfill – the current rate is \$30/ton. Waste Management collected approximately 170 tons during 2018, if the tonnage was the same the City would be billed an additional \$5,075.70 from the Landfill.

Spring & Fall Yard Waste Dumpster – Placed at the Brush Facility – Waste Management

Year	Price/40 Yd Roll Off Container
2019	\$285.00 + \$30.00 Disposal fee
2020	\$294.98 + Disposal fee TBD by City with Landfill
2021	\$305.30 + Disposal fee TBD by City with Landfill
2022	\$315.99 + Disposal fee TBD by City with Landfill
2023	\$327.05 + Disposal fee TBD by City with Landfill

Fall Cleanup – Drop Off Site at the Brush Facility (Date to be determined) – Waste Management

<u>Year</u>	<u>Price/40 Yd Roll Off Container</u>	<u>Disposal fee price/ton</u>
2019	\$285.00	\$30.00 Disposal Fee
2020	\$295.98	Plus Disposal Fee TBD by City with Landfill
2021	\$305.30	Plus Disposal Fee TBD by City with Landfill
2022	\$315.99	Plus Disposal Fee TBD by City with Landfill
2023	\$327.05	Plus Disposal Fee TBD by City with Landfill

Items not accepted - yard waste, brush, tires, vehicles and/or major auto parts, waste oil, paint, flammables, batteries, solvents, household hazardous waste, railroad ties, large volumes of concrete, brick or block

Following is the breakdown for each proposal.

Annual Spring Cleanup – Curbside Refuse Pickup

One week in April or early May – Each resident will get one opportunity to set out cleanup items.

<u>Company</u>	<u>Year</u>	<u>Price</u>	<u>Disposal Fees</u>
Waste Management	2019	\$18,650	For the 2019 there will be a disposal fee of \$30.00. For the following years the City will pay the disposal fees directly, at cost, via a City account at the Winterset Landfill. By Waste Management removing themselves from the “middle-men” regarding the disposal rates, they avoid passing on any markup fees to the City.
Waste Management	2020	\$19,303	
Waste Management	2021	\$19,978	
Waste Management	2022	\$20,678	
Waste Management	2023	\$21,401	
Waste Connection	No Bid		

Previous years prices include: 2016=\$13,247; 2017=\$13,645 and 2018=\$14,054

Fall Cleanup – Drop Off Site

Fall cleanup will be one Saturday in October from 9:00 a.m. – 1:00 p.m.

<u>Waste Management</u>			<u>Waste Connections</u>		
<u>Year</u>	<u>Price/40 Yd Roll Off Container</u>	<u>Disposal Fee Price/Ton*</u>	<u>Year</u>	<u>Price/40 Yd Roll Off Container</u>	<u>Disposal Fee Price/ton</u>
2019	\$285.00	\$30.00 Disposal Fee	2019	\$200.00 + gate fee + \$60 delivery fee/container	Gate rate (Not to exceed 8 ton)
2020	\$294.98	TBD by City with Landfill	2020	\$206.00 + gate fee + \$60 delivery fee/container	Gate rate (Not to exceed 8 ton)
2021	\$305.30	TBD by City with Landfill	2021	\$212.18 + gate fee + \$60 delivery fee/container	Gate rate (Not to exceed 8 ton)
2022	\$315.99	TBD by City with Landfill	2022	\$218.55 + gate fee + \$60 delivery fee/container	Gate rate (Not to exceed 8 ton)
2023	\$327.05	TBD by City with Landfill	2023	\$225.10 + gate fee + \$60 delivery fee/container	Gate rate (Not to exceed 8 ton)

Previous years prices for a 40 yd container include: 2016=\$229; 2017=\$265 and 2018=\$305
 Items Waste Management will not pick up include: No large construction materials, including lumber, drywall, concrete, bricks or roofing material.

Items Waste Connections will not pick up include: yard waste, brush, tires, vehicle and/or major auto parts, waste oil, paint, flammables, batteries, solvents, household hazardous waste, railroad ties, large volumes of concrete, brick or block.

Spring & Fall Yard Waste Dumpster

Waste Management			Waste Connections		
Year	Price/40 Yd Roll Off Container (per haul)	Disposal Fee Price/Ton*	Year	Price/40 Yd Roll Off Container	Disposal Fee Price/ton
2019	\$285.00	\$30.00 disposal fee	2019	\$160.00 + gate rate + delivery of \$60/container	Gate rate Not to exceed 8 ton
2020	\$294.98	TBD by City with Landfill	2020	\$164.80 + gate rate + delivery of \$60/container	Gate rate Not to exceed 8 ton
2021	\$305.30	TBD by City with Landfill	2021	\$169.74 + gate rate + delivery of \$60/container	Gate rate Not to exceed 8 ton
2022	315.99	TBD by City with Landfill	2022	\$174.84 + gate rate + delivery of \$60/container	Gate rate Not to exceed 8 ton
2023	\$327.05	TBD by City with Landfill	2023	\$180.00 + gate rate + delivery of \$60/container	Gate rate Not to exceed 8 ton

Previous years prices for a 40 yd container include: 2016=\$229; 2017=\$265 and 2018=\$305

Meeting Date: 12/17/2018

Information
Subject

Authorize past due sewer, recycling and storm water fees to be sent to the State Off-Set Program for Collection

* Sewer \$4,429.97, recycling \$640.77, storm water fee \$153.05

Information

We are sending past due balances of \$4,429.97 sewer, \$640.77 recycling and \$153.05 for storm water to the State Income Offset Program for collection. These numbers indicate the Utility Office staff does an outstanding job collecting bills. Hats off to all!

A comparison of past quarters are shown below

<u>Date</u>	<u>Sewer</u>	<u>Recycling</u>	<u>Storm Water</u>
April 2018-June 2018	\$3,259.00	\$477.00	\$69.77
January 2018-March 2018	\$1,869.49	\$463.80	\$17.77
October 2017 - December 2017	\$1,927.68	\$442.96	\$54.99
July 2017-September 2017	\$3,398.68	\$390.66	\$62.76
April 2017-June 2017	\$4,041.68	\$608.71	\$126.82
January 2017-March 2017	\$2,194.62	\$476.09	\$83.40
October 2016 - December 2016	\$4,204.15	\$553.39	\$111.24
July 2016-September 2016	\$3,030.24	\$686.70	\$ 69.31
April 2016-June 2016	\$5,270.54	\$583.05	\$167.41
January 2016 - March 2016	\$4,886.69	\$649.23	\$137.44
October 2015 - December 2015	\$5,313.43	\$663.76	\$143.91
July 2015 - September 2015	\$5,294.54	\$643.19	\$127.22
April 2015 - June 2015	\$6,145.16	\$726.13	\$179.26
January 2015-March 2015	\$4,823.37	509.39	\$84.33

Fiscal Impact**Attachments**

No file(s) attached.

Meeting Date: 12/17/2018

Information**Subject**

Prior and final approval applications for urban revitalization designation

Information

The following comprise a list of prior and final applications for Urban Revitalization Designation. The paperwork is in order.

Prior

Cambron Investment - 504 S. 1st Street - Multi-Residential - \$220,000

Cambron Investment - 506 S. 1st Street - Multi-Residential - \$220,000

Dave Rosenberger - 1315 S. Jefferson Way - SFD - \$372,500

Jason Burgin - 1006 S. "Y" Street - SFD - \$214,000

Final

Jason Burgin - 1006 S. "Y" Street - SFD - \$214,000

Below is a list of permits issued through November 30, 2018 and previous years.

	2018		2017		2016		2015		2014	
SFD	29	\$5,627,406 \$194,048	39	\$6,760,380 \$173,343	33	\$6,049,982 \$183,333	34	\$6,045,010 \$177,794	20	\$3,694,409 \$184,720
Duplexes	5	\$1,335,000	10	\$2,882,475	7	\$1,997,100	3	\$698,000	4	\$985,500
MFD	0	-0-	1	\$375,900	3	\$11,744,453	2	\$852,700	4	\$1,646,350
Add/Alt	41	\$539,820	51	\$394,088	50	\$413,144	41	\$364,155	29	\$216,027
Non-Residential	57	\$9,678,404	45	\$5,222,059	43	\$8,829,322	34	\$11,623,472	31	\$12,568,262
Total	132	\$17,180,630	146	\$15,634,902	136	\$29,034,001	114	\$19,583,337	88	\$19,110,548

Fiscal Impact**Attachments***No file(s) attached.*

Meeting Date: 12/17/2018

Information

Subject

Claims on the computer printout for December 17, 2018 and the November 2018 receipts report

Information

Fiscal Impact

Attachments

Vendor Report

November Revenue

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A-CHECK GLOBAL				
A-CHECK GLOBAL	BACKGROUND CHECK	11/30/2018	47.25	AMBULANCE FUN
Total A-CHECK GLOBAL:			47.25	
ACTION REPROGRAPHICS				
ACTION REPROGRAPHICS	VINYL WRAP VEHICLE	11/16/2018	964.00	POLICE FUND
Total ACTION REPROGRAPHICS:			964.00	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	DOOR REPAIR	11/20/2018	299.20	ROAD USE TAX FU
Total ADAMS DOOR COMPANY INC.:			299.20	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QUARTERLY INSPECTION	11/07/2018	950.87	LIBRARY FUND
AIR-CON MECHANICAL CORP.	HEAT IN PD	11/30/2018	165.16	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			1,116.03	
AUBERT'S TOWING				
AUBERT'S TOWING	VEHICLE TOW	11/22/2018	100.00	POLICE FUND
Total AUBERT'S TOWING:			100.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	34.96	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	14.54	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	8.68	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	38.22	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	63.42	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	6.32	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	27.56	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	105.72	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	31.44	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	42.10	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	219.96	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	53.88	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	96.92	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION	11/30/2018	19.90	FIRE FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			763.62	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	CD	10/31/2018	18.96	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	10/31/2018	10.28	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	10/31/2018	10.86	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	11/02/2018	10.26	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	11/02/2018	43.48	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	11/09/2018	21.22	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	11/13/2018	34.76	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			149.82	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	09/12/2018	41.70	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	10/31/2018	483.75	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR	BOOKS	11/06/2018	273.19	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/08/2018	614.91	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/09/2018	170.81	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/13/2018	133.79	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/14/2018	194.27	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/15/2018	297.42	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/19/2018	45.64	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/24/2018	255.06	LIBRARY FUND
BAKER AND TAYLOR	CREDIT	11/19/2018	112.93-	LIBRARY FUND
Total BAKER AND TAYLOR:			2,397.61	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	1ST QTR PAYMENT - BRAVO	12/07/2018	16,287.00	GENERAL FUND
Total BRAVO GREATER DES MOINES:			16,287.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL ABATEMENT FEES	11/25/2018	510.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	11/25/2018	1,230.00	GENERAL FUND
BRICK GENTRY P.C.	APPEAL LETTER TO CMS	11/25/2018	60.00	AMBULANCE FUN
BRICK GENTRY P.C.	20303.001 LEGAL SERVICES	11/25/2018	6,348.52	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	11/25/2018	30.00	GENERAL FUND
BRICK GENTRY P.C.	WASTEWATER MATTERS	11/25/2018	2,310.00	SEWER FUND
BRICK GENTRY P.C.	SNOW @ YMCA	11/25/2018	30.00	ROAD USE TAX FU
Total BRICK GENTRY P.C.:			10,518.52	
BUSY BEE GARDEN CENTER				
BUSY BEE GARDEN CENTER	SOIL	12/02/2018	192.00	PARK & RECREATI
Total BUSY BEE GARDEN CENTER:			192.00	
BUTTON, DAVID				
BUTTON, DAVID	WELLNESS NOV & DEC	12/12/2018	30.00	POLICE FUND
Total BUTTON, DAVID:			30.00	
CENGAGE LEARNING				
CENGAGE LEARNING	LARGE PRINT BOOK	11/07/2018	84.77	LIBRARY FUND
CENGAGE LEARNING	CREDIT INVOICE	11/08/2018	28.79-	LIBRARY SPECIAL
CENGAGE LEARNING	LARGE PRINT BOOK	11/16/2018	24.80	LIBRARY FUND
CENGAGE LEARNING	LARGE PRINT BOOK	11/16/2018	25.60	LIBRARY FUND
CENGAGE LEARNING	LARGE PRINT BOOK	11/22/2018	27.19	LIBRARY FUND
Total CENGAGE LEARNING:			133.57	
CENTURYLINK				
CENTURYLINK	PHONE	11/22/2018	56.47	GENERAL FUND
Total CENTURYLINK:			56.47	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	11/30/2018	40.65	SEWER FUND
Total CHUMBLEY & JONES OIL:			40.65	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CINTAS CORPORATION				
CINTAS CORPORATION	RESTOCK MEDICINE CABINET	12/06/2018	39.28	SEWER FUND
Total CINTAS CORPORATION:			39.28	
CITY OF INDIANOLA				
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	5,049.00	GENERAL FUND
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	841.50	STORMWATER UTI
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	4,628.25	SEWER FUND
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	841.50	RECYCLING FUND
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	5,049.00	GENERAL FUND
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	841.50	RECYCLING FUND
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	841.50	STORMWATER UTI
CITY OF INDIANOLA	PROFESSIONAL SERVICES US	12/12/2018	4,628.25	SEWER FUND
Total CITY OF INDIANOLA:			22,720.50	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES - MEMORIAL	11/30/2018	93.67	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - BARKER	11/30/2018	42.65	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	11/30/2018	51.92	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD	11/30/2018	224.88	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MCCORD	11/30/2018	44.28	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ACTIVITY CENTER UTILITIES	11/30/2018	781.26	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - DOWNEY	11/30/2018	32.75	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - 206 N 1ST	11/30/2018	57.52	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	11/30/2018	3,567.47	GENERAL FUND
CITY OF INDIANOLA - UTILITY	RENEWABLE	11/30/2018	231.00	FIRE FUND
CITY OF INDIANOLA - UTILITY	STREETLIGHTS	11/30/2018	17,415.77	GENERAL FUND
CITY OF INDIANOLA - UTILITY	UTILITIES, TOTAL N SEWER PLANT, DEMAN	11/30/2018	10,468.10	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	11/30/2018	5,373.00	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - SHOP	11/30/2018	266.00	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	11/30/2018	417.95	ROAD USE TAX FU
CITY OF INDIANOLA - UTILITY	UTILITIES - TRAIL	11/30/2018	46.04	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - 410 N JEFFERSON	11/30/2018	89.88	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - YOUTH SOFTBALL	11/30/2018	161.20	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ADULT SB UTILITIES	11/30/2018	647.42	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MOATS	11/30/2018	56.63	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ELECTRIC & WATER	11/30/2018	369.64	POOL (MEMORIAL)
CITY OF INDIANOLA - UTILITY	UTILITIES - BUXTON	11/30/2018	154.61	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	11/30/2018	2,435.44	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			43,029.08	
CIVICPLUS				
CIVICPLUS	CIVIC PLUS WEBSITE	08/01/2018	112.50	GENERAL FUND
CIVICPLUS	CIVIC PLUS WEBSITE	08/01/2018	5,294.49	GENERAL FUND
CIVICPLUS	CIVIC PLUS WEBSITE	09/30/2018	79.99	GENERAL FUND
CIVICPLUS	CIVIC PLUS WEBSITE	10/31/2018	82.66	GENERAL FUND
Total CIVICPLUS:			5,569.64	
DENMAN & COMPANY LLP				
DENMAN & COMPANY LLP	FY18 AUDIT	11/30/2018	2,500.00	GENERAL FUND
Total DENMAN & COMPANY LLP:			2,500.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DETAILS PLUS				
DETAILS PLUS	VEHICLE REPAIR	07/18/2018	5,864.28	POLICE FUND
Total DETAILS PLUS:			5,864.28	
DINGES FIRE COMPANY				
DINGES FIRE COMPANY	FIRE HELMETS - PPE	11/30/2018	1,512.24	FIRE FUND
Total DINGES FIRE COMPANY:			1,512.24	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	REPAIR	11/27/2018	23.45	POLICE FUND
DOWNEY TIRE PROS	FLAT TIRE JASON'S TRUCK	11/29/2018	23.45	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			46.90	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	SERVICES	12/03/2018	1,052.63	LIBRARY FUND
DUST PROS JANITORIAL	SUPPLIES	12/03/2018	47.20	LIBRARY FUND
DUST PROS JANITORIAL	CLEANING SUPPLIES	12/03/2018	22.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			1,121.83	
ELECTRIC MOTORS CORP.				
ELECTRIC MOTORS CORP.	REPAIR MOTOR FOR PRIMARY CLARIFIER	12/04/2018	153.27	SEWER FUND
Total ELECTRIC MOTORS CORP.:			153.27	
ELECTRIC PUMP				
ELECTRIC PUMP	NEW PUMP #4 AT MCCORD LIFT	11/29/2018	10,767.16	VEHICLE RESERV
Total ELECTRIC PUMP:			10,767.16	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	HAND HELD RADIO	01/19/2018	1,160.47	ROAD USE TAX FU
ELECTRONIC ENGINEERING C	INSTALL 182	11/27/2018	10,698.57	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			11,859.04	
GALLS LLC				
GALLS LLC	T-SHIRTS	11/20/2018	67.18	FIRE FUND
GALLS LLC	UNIFORM	11/20/2018	186.89	POLICE FUND
GALLS LLC	UNIFORMS	11/28/2018	265.18	POLICE FUND
GALLS LLC	EQUIPMENT	11/29/2018	187.98	POLICE FUND
GALLS LLC	HATS	12/10/2018	1,709.64	POLICE FUND
Total GALLS LLC:			2,416.87	
GEMPLER'S				
GEMPLER'S	MATS	11/29/2018	516.78	ROAD USE TAX FU
Total GEMPLER'S:			516.78	
HALLETT MATERIALS				
HALLETT MATERIALS	ICE SAND	11/24/2018	1,331.87	ROAD USE TAX FU
Total HALLETT MATERIALS:			1,331.87	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
HAWKINS, ROB				
HAWKINS, ROB	TUITION REIMBURSEMENT	12/07/2018	388.08	POLICE FUND
Total HAWKINS, ROB:			388.08	
HEIMAN FIRE EQUIPMENT				
HEIMAN FIRE EQUIPMENT	5" STORZ/CAP	11/28/2018	105.15	FIRE FUND
Total HEIMAN FIRE EQUIPMENT:			105.15	
IMWCA				
IMWCA	INSTALLMENT #6	12/01/2018	10.37	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	501.54	PARK & RECREATI
IMWCA	INSTALLMENT #6	12/01/2018	2,841.44	POLICE FUND
IMWCA	INSTALLMENT #6	12/01/2018	196.86	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	24.98	LIBRARY FUND
IMWCA	INSTALLMENT #6	12/01/2018	3,888.41	FIRE FUND
IMWCA	INSTALLMENT #6	12/01/2018	1.61	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	458.47	PARK & RECREATI
IMWCA	INSTALLMENT #6	12/01/2018	2,129.01	AMBULANCE FUN
IMWCA	INSTALLMENT #6	12/01/2018	171.32	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	155.14	POOL (MEMORIAL)
IMWCA	INSTALLMENT #6	12/01/2018	7.26	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	16.92	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	22.62	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	336.53	SEWER FUND
IMWCA	INSTALLMENT #6	12/01/2018	22.56	GENERAL FUND
IMWCA	INSTALLMENT #6	12/01/2018	1,425.63	ROAD USE TAX FU
Total IMWCA:			12,210.67	
INDIANOLA COMM. SCHOOLS				
INDIANOLA COMM. SCHOOLS	SCHOOL USE AGREEMENT 2018-19	12/05/2018	1,000.00	PARK & RECREATI
Total INDIANOLA COMM. SCHOOLS:			1,000.00	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES	11/26/2018	18.68	ROAD USE TAX FU
Total INDOFF INCORPORATED:			18.68	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	HUMAN RESOURCES (J1965)	10/09/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	LIBRARY (J1959, J1963 & J1964)	10/09/2018	520.52	LIBRARY FUND
INFOMAX OFFICE SYSTEMS IN	FINANCE (J1967)	10/09/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	CONNECT PLUS FEE	10/09/2018	25.00	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	CITY HALL (J1954)	10/09/2018	729.14	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	STREETS (J1960)	10/09/2018	399.99	ROAD USE TAX FU
INFOMAX OFFICE SYSTEMS IN	CITY MANAGER (J1966)	10/09/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COMMUNITY DEVELOPMENT (J1958)	10/09/2018	399.99	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	PARKS & RECREATIONS (J1262, J1962, H89	10/09/2018	313.26	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	POLICE (J1955 & H10215)	10/09/2018	228.01	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	FIRE (J0691 & J1956)	10/09/2018	248.75	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	WPC (J1215)	10/09/2018	151.15	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	STREETS (J1960)	10/26/2018	399.99	ROAD USE TAX FU
INFOMAX OFFICE SYSTEMS IN	WPC (J1215)	10/26/2018	151.15	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	CITY MANAGER (J1966)	10/26/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	LIBRARY (J1959, J1963 & J1964)	10/26/2018	520.52	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
INFOMAX OFFICE SYSTEMS IN	POLICE (J1955 & H10215)	10/26/2018	228.01	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	COMMUNITY DEVELOPMENT (J1958)	10/26/2018	399.99	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	PARKS & RECREATION (J1262, J1962, H8922	10/26/2018	313.26	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	CONNECT PLUS FEE	10/26/2018	340.51	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	FINANCE (J1967)	10/26/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	FIRE (J0691 & J1956)	10/26/2018	248.75	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	HUMAN RESOURCES (J1965)	10/26/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	CITY HALL (J1954)	10/26/2018	729.14	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	11/16/2018	69.11	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	PARKS & RECREATION (J1262, J1962, H8922	11/22/2018	313.26	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	CITY HALL (1954)	11/22/2018	729.14	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	POLICE (J1955 & H10215)	11/22/2018	228.01	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	FIRE (J0691 & J1956)	11/22/2018	248.75	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	LIBRARY (J1959, J1963 & J1964)	11/22/2018	520.52	LIBRARY FUND
INFOMAX OFFICE SYSTEMS IN	WPC (J1215)	11/22/2018	151.15	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	STREETS (J1960)	11/22/2018	399.99	ROAD USE TAX FU
INFOMAX OFFICE SYSTEMS IN	HUMAN RESOURCES (J1965)	11/22/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	FINANCE (J1967)	11/22/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	CONNECT PLUS FEE	11/22/2018	25.00	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	CITY MANAGER (J1966)	11/22/2018	71.62	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COMMUNITY DEVELOPMENT (J1958)	11/22/2018	399.99	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			10,076.63	
INTEGRIVAULT				
INTEGRIVAULT	MONTHLY BACKUP FEE	12/01/2018	500.00	GENERAL FUND
Total INTEGRIVAULT:			500.00	
INTERMEDIIX				
INTERMEDIIX	EMS BILLING - OCT	10/31/2018	3,119.39	AMBULANCE FUN
INTERMEDIIX	EMS BILLING - AUG & SEPT	09/30/2018	13,648.00	AMBULANCE FUN
Total INTERMEDIIX:			16,767.39	
INTOXIMETERS INC.				
INTOXIMETERS INC.	MATERIALS	11/21/2018	115.00	POLICE FUND
INTOXIMETERS INC.	EQUIPMENT	12/05/2018	395.00	POLICE FUND
Total INTOXIMETERS INC.:			510.00	
IOWA DEPT OF NATURAL RESOURCES				
IOWA DEPT OF NATURAL RES	MORLOCK GENERATOR CONSTRUCTION P	12/11/2018	3,335.00	SEWER CAPITAL P
IOWA DEPT OF NATURAL RES	NPDES PERMIT - JERRY KELLEY TRAIL	12/10/2018	175.00	CAPITAL PROJECT
Total IOWA DEPT OF NATURAL RESOURCES:			3,510.00	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFET	TRAINING	11/19/2018	200.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			200.00	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	UNIFORMS - TEMPLE	12/06/2018	64.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			64.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	12/07/2018	1,035.00	SEWER FUND
Total IOWA ONE CALL:			1,035.00	
IOWA POLICE CHIEFS ASSOCIATION				
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP/DUES	12/03/2018	125.00	POLICE FUND
Total IOWA POLICE CHIEFS ASSOCIATION:			125.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	ICE RINK SIGNAGE	11/19/2018	213.84	PARK & RECREATION
IOWA PRISON INDUSTRIES	H.H. SIGNS - PARKING	11/21/2018	381.70	ROAD USE TAX FUND
IOWA PRISON INDUSTRIES	TAPE	11/28/2018	71.71	ROAD USE TAX FUND
Total IOWA PRISON INDUSTRIES:			667.25	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT CO.	WATER MGR - LIBRARY	12/01/2018	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT CO.	WATER MGR - MUN BLDG	12/01/2018	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
JAKES LAWN & LANDSCAPING LLC				
JAKES LAWN & LANDSCAPING	SNOW REMOVAL	11/30/2018	2,024.75	YMCA MAINTENANCE
Total JAKES LAWN & LANDSCAPING LLC:			2,024.75	
JETCO INC				
JETCO INC	PLANT PUMP 2 WIRING REPAIR	11/30/2018	853.60	SEWER FUND
JETCO INC	FLOW METER, SURGE PROTECTOR 65/69 LI	11/30/2018	2,387.80	SEWER FUND
Total JETCO INC:			3,241.40	
KAPPELMAN, LU ANN				
KAPPELMAN, LU ANN	MILEAGE TO EXCEL TRAINING	12/03/2018	31.50	GENERAL FUND
Total KAPPELMAN, LU ANN:			31.50	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES INC	WEEKLY TESTING	12/03/2018	230.00	SEWER FUND
KEYSTONE LABORATORIES INC	WEEKLY TESTING	12/07/2018	51.00	SEWER FUND
KEYSTONE LABORATORIES INC	WEEKLY TESTING	12/07/2018	230.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			511.00	
LENT, ANDREW				
LENT, ANDREW	EXCEL BEYOND THE BASICS WORKSHOP M	12/10/2018	37.50	GENERAL FUND
LENT, ANDREW	ILOC BUDGET WORKSHOP MILEAGE	12/10/2018	31.07	GENERAL FUND
LENT, ANDREW	METRO FINANCE DIRECTORS MEETING	11/30/2018	23.33	GENERAL FUND
LENT, ANDREW	SRF SPONSORED PROJECT WORKSHOP	11/30/2018	36.73	GENERAL FUND
Total LENT, ANDREW:			128.63	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION GROUP	MONTHLY PHONE SERVICES	11/01/2018	28.81	GENERAL FUND
MAHASKA COMMUNICATION GROUP	MONTHLY INTERNET SERVICES	11/01/2018	7.60	GENERAL FUND
MAHASKA COMMUNICATION GROUP	MONTHLY PHONE SERVICES	11/01/2018	95.18	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	11/01/2018	838.90	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	11/01/2018	250.00	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	11/01/2018	29.13	GENERAL FUND
Total MAHASKA COMMUNICATION GROUP:			1,249.62	
MATERIAL HANDLING INNOVATIONS				
MATERIAL HANDLING INNOVAT	HOIST INSPECTIONS - WPC	11/13/2018	266.68	SEWER FUND
MATERIAL HANDLING INNOVAT	HOIST INSPECTIONS - PARKS	11/13/2018	66.67	PARK & RECREATI
Total MATERIAL HANDLING INNOVATIONS:			333.35	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	ICE RINK HARDWARE	11/30/2018	15.64	PARK & RECREATI
MCCOY HARDWARE INC	TOILET @ SHOP	12/04/2018	11.77	ROAD USE TAX FU
MCCOY HARDWARE INC	TOILET @ SHOP	12/04/2018	7.68	ROAD USE TAX FU
MCCOY HARDWARE INC	LP TORCH AND TANK	12/05/2018	31.30	SEWER FUND
MCCOY HARDWARE INC	BUILDING	12/11/2018	36.79	POLICE FUND
Total MCCOY HARDWARE INC:			103.18	
MCCOY, MELISSA				
MCCOY, MELISSA	WELLNESS - NOV	11/29/2018	21.10	GENERAL FUND
Total MCCOY, MELISSA:			21.10	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	11/30/2018	18.74	POLICE FUND
Total MEDTRAK SERVICES:			18.74	
METLIFE - GROUP BENEFITS				
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	119.77	FIRE FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	418.65	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	498.11	SEWER FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	1,358.95	POLICE FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	265.94	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	569.67	AMBULANCE FUN
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	595.09	ROAD USE TAX FU
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	363.11	PARK & RECREATI
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	275.38	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	396.63	LIBRARY FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	102.63	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	269.36	PARK & RECREATI
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	176.15	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	11/30/2018	179.76	PARK & RECREATI
Total METLIFE - GROUP BENEFITS:			5,589.20	
MID AMERICAN ENERGY				
MID AMERICAN ENERGY	NATURAL GAS	11/14/2018	260.74	LIBRARY FUND
Total MID AMERICAN ENERGY:			260.74	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	REPAIRS - BUILDING	12/06/2018	1,055.15	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MILLER ELECTRIC SERVICES:			1,055.15	
MORSE EQUIPMENT COMPANY				
MORSE EQUIPMENT COMPANY	COUPLER FOR BLOWER	11/28/2018	286.92	SEWER FUND
Total MORSE EQUIPMENT COMPANY:			286.92	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	POOL PUMP BOLTS & GASKETS	11/20/2018	132.20	POOL (MEMORIAL)
Total MUNICIPAL SUPPLY INC:			132.20	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	DOMAIN REGISTRATION INDIANOLAPARKS.	09/21/2018	24.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			24.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	RETURN	11/20/2018	19.26	ROAD USE TAX FU
O'REILLY AUTO PARTS	BATTERY	11/26/2018	233.20	PARK & RECREATI
O'REILLY AUTO PARTS	OIL CHANGE	11/26/2018	32.62	GENERAL FUND
O'REILLY AUTO PARTS	LIGHTS	11/29/2018	77.36	ROAD USE TAX FU
O'REILLY AUTO PARTS	LIGHTS - POT HOLE MACHINE	11/29/2018	8.28	ROAD USE TAX FU
O'REILLY AUTO PARTS	LIGHTS	11/29/2018	52.35	ROAD USE TAX FU
O'REILLY AUTO PARTS	WIRING	11/29/2018	29.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	WIRING PARTS	11/29/2018	18.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	SHOP SUPPLIES	12/03/2018	24.29	SEWER FUND
O'REILLY AUTO PARTS	VOLT METER	12/03/2018	292.00	ROAD USE TAX FU
O'REILLY AUTO PARTS	TRAILER LIGHTS	12/03/2018	29.77	ROAD USE TAX FU
O'REILLY AUTO PARTS	BATTERY FOR CONCRETE TRUCK	12/07/2018	119.83	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			899.42	
PATRICK, MICHELE				
PATRICK, MICHELE	MILEAGE TO ILA FINANCE MTG	12/11/2018	74.12	LIBRARY FUND
Total PATRICK, MICHELE:			74.12	
PELLA PRINTING				
PELLA PRINTING	PRINTING	11/02/2018	120.00	POLICE FUND
Total PELLA PRINTING:			120.00	
PENGUIN RANDOM HOUSE LLC				
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/02/2018	33.75	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/09/2018	39.00	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/08/2018	37.50	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/08/2018	33.75	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOK ON CD	11/16/2018	22.50	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/14/2018	45.00	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOK ON CD	11/21/2018	86.25	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	BOOKS ON CD	11/09/2018	22.50	LIBRARY FUND
Total PENGUIN RANDOM HOUSE LLC:			320.25	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	PLOW TRUCK REPAIR	11/26/2018	414.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PIERCE BROTHERS REPAIR	UNIT 9 ROLLERS	12/06/2018	28.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	STEEL	11/13/2018	12.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			454.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	COACHES BACKGROUND CHECK	12/01/2018	8.90	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			8.90	
PRYOR LEARNING SOLUTIONS INC				
PRYOR LEARNING SOLUTIONS	PRYOR PLUS LEARNING SUBSCRIPTION	12/07/2018	199.00	GENERAL FUND
Total PRYOR LEARNING SOLUTIONS INC:			199.00	
RECORDED BOOKS INC				
RECORDED BOOKS INC	eAUDIO	11/01/2018	92.99	LIBRARY FUND
RECORDED BOOKS INC	eAUDIO	11/02/2018	500.00	LIBRARY FUND
RECORDED BOOKS INC	eAUDIO	11/02/2018	50.00	LIBRARY FUND
RECORDED BOOKS INC	BOOK ON CD	11/06/2018	34.97	LIBRARY FUND
RECORDED BOOKS INC	eAUDIO	11/06/2018	95.00	LIBRARY FUND
RECORDED BOOKS INC	eBOOKS	11/06/2018	65.00	LIBRARY FUND
RECORDED BOOKS INC	eBOOKS	11/14/2018	87.00	LIBRARY FUND
Total RECORDED BOOKS INC:			924.96	
ROCKMOUNT RESEARCH & ALLOYS INC				
ROCKMOUNT RESEARCH & AL	WELDING SUPPLIES	11/28/2018	46.95	ROAD USE TAX FU
Total ROCKMOUNT RESEARCH & ALLOYS INC:			46.95	
SAFE BUILDING COMPLIANCE & TECHNOLOGY				
SAFE BUILDING COMPLIANCE	SAFE BUILD INSPECTION CONTRACTING -	11/30/2018	1,555.00	GENERAL FUND
Total SAFE BUILDING COMPLIANCE & TECHNOLOGY:			1,555.00	
SECURE SHRED SOLUTIONS LLC				
SECURE SHRED SOLUTIONS L	SHRED/RECYCLE	12/03/2018	55.00	GENERAL FUND
Total SECURE SHRED SOLUTIONS LLC:			55.00	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 10/23/18 - 11/22/18	11/28/2018	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SHI INTERNATIONAL CORP				
SHI INTERNATIONAL CORP	MOBILE SCANNER	10/29/2018	470.00	CAPITAL PROJECT
SHI INTERNATIONAL CORP	2 SURFACE PRO 6 & WIRELESS ROUTER	11/08/2018	2,367.00	VEHICLE RESERV
Total SHI INTERNATIONAL CORP:			2,837.00	
SIRSIDYNIX #774271				
SIRSIDYNIX #774271	ILS CONTRACT	11/29/2018	23,095.50	LIBRARY FUND
Total SIRSIDYNIX #774271:			23,095.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SOUKUP, BOB				
SOUKUP, BOB	TUITION REIMBURSEMENT	12/06/2018	120.00	FIRE FUND
SOUKUP, BOB	TUITION REIMBURSEMENT	12/06/2018	680.00	AMBULANCE FUN
Total SOUKUP, BOB:			800.00	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	CRACK SEALER	11/02/2018	3,564.00	ROAD USE TAX FU
STETSON BUILDING PRODUCT	CRACK SEALER	11/20/2018	1,188.00	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			4,752.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT 857	04/19/2018	50.00	STREET CAPITAL
T.R.M. DISPOSAL LLC	GARBAGE/BUILDING	11/24/2018	17.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL ACCT #506	11/24/2018	97.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			164.00	
TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	CO MONITOR/GAS	11/30/2018	294.08	FIRE FUND
Total TG TECHNICAL SERVICES:			294.08	
THEISEN'S				
THEISEN'S	LIGHTS FOR OFFICE	11/28/2018	157.94	ROAD USE TAX FU
THEISEN'S	RETURNED LIGHTS FOR OFFICE	11/28/2018	79.96	ROAD USE TAX FU
Total THEISEN'S:			77.98	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	12/01/2018	70.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			70.00	
TRUCK EQUIPMENT INC				
TRUCK EQUIPMENT INC	HITCH	12/04/2018	233.38	ROAD USE TAX FU
TRUCK EQUIPMENT INC	UNIT 9	12/04/2018	1,278.51	ROAD USE TAX FU
Total TRUCK EQUIPMENT INC:			1,511.89	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.16	PARK & RECREATI
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.16	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	FIRE FUND
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING - NOV 2018	11/26/2018	29.17	GENERAL FUND
Total TRUENORTH COMPANIES LC:			233.34	
U.S. POSTMASTER				
U.S. POSTMASTER	POSTAGE	12/04/2018	2,500.00	GENERAL FUND
Total U.S. POSTMASTER:			2,500.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION SERVICES	11/01/2018	59.70	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			59.70	
UPHDM OCCUPATIONAL HEALTH & WELLNESS				
UPHDM OCCUPATIONAL HEAL	DOT TESTING	11/30/2018	106.00	SEWER FUND
Total UPHDM OCCUPATIONAL HEALTH & WELLNESS:			106.00	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	11/15/2018	358.60	POLICE FUND
VERIZON WIRELESS	WIRELESS FOR LAPTOP	11/26/2018	30.10	SEWER FUND
VERIZON WIRELESS	EMS CELL PHONES	11/26/2018	207.41	AMBULANCE FUN
VERIZON WIRELESS	330 LAPTOP/330 CELL	11/26/2018	33.90	FIRE FUND
VERIZON WIRELESS	CELL PHONE	11/26/2018	42.46	GENERAL FUND
VERIZON WIRELESS	WIRELESS FOR LAPTOP - LINE CANCELLED	11/26/2018	25.80	GENERAL FUND
Total VERIZON WIRELESS:			646.67	
VETTER EQUIPMENT CO				
VETTER EQUIPMENT CO	LOADER FILTERS	11/13/2018	105.00	ROAD USE TAX FU
VETTER EQUIPMENT CO	LOADER FILTERS EXCHANGE CREDIT	11/13/2018	8.00	ROAD USE TAX FU
Total VETTER EQUIPMENT CO:			97.00	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE 11/9/18 - 12/8/18	12/08/2018	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WARREN CO ECONOMIC DEV CORP				
WARREN CO ECONOMIC DEV	YEAR 2 - HOMETOWN PRIDE	11/29/2018	4,000.00	GENERAL FUND
Total WARREN CO ECONOMIC DEV CORP:			4,000.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	2,898.73	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	1,384.71	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - VANS	12/04/2018	59.55	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	543.56	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	1,833.34	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	623.82	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	12/04/2018	598.30	FIRE FUND
Total WARREN COUNTY ENGINEER:			7,942.01	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	REC FEE	12/06/2018	469.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			469.00	
WARREN COUNTY ROBOTICS				
WARREN COUNTY ROBOTICS	REFUND DAMAGE DEPOSIT	12/06/2018	150.00	PARK & RECREATI
Total WARREN COUNTY ROBOTICS:			150.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES 10-13011-73004	12/01/2018	18,450.45	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT 10-13031-73000	12/01/2018	2,570.54	RECYCLING FUND
WASTE MANAGEMENT OF IOW	TRASH	11/27/2018	122.77	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13076-93004	12/01/2018	6.02	RECYCLING FUND
WASTE MANAGEMENT OF IOW	COMPOST DUMPSTER 10-11444-33004	12/03/2018	3,399.77	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			24,549.55	
WASTE SOLUTIONS OF IA				
WASTE SOLUTIONS OF IA	PORTA JOHN RENTAL	12/03/2018	40.00	PARK & RECREATI
Total WASTE SOLUTIONS OF IA:			40.00	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	DUMPSTER RENTAL	12/01/2018	45.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			45.00	
Grand Totals:			284,147.13	

City Council: _____

CITY OF INDIANOLA
November Revenues

General Government	107,146.50
Police	156,836.93
Fire	21,579.78
Ambulance	97,581.78
Library	32,163.90
Park & Recreation	114,938.59
Memorial Pool	7,680.52
Road Use Tax (Streets)	165,730.23
Trust & Agency	153,126.05
Local Option Sales Tax	367,883.40
TIF--Downtown	276,522.83
Library Special Revenue	16,392.99
Park & Rec Special Revenue	248.05
Police Retirement	128.63
DEBT SERVICE	54,955.20
Capital Projects (General)	14,405.95
Stormwater Utility	17,427.74
Recycling	24,422.57
Sewer Capital Projects	272,061.15
Health Insurance	118,105.63
Flex/STD	646.14
Liability Insurance Reserve--City	20.31
CITY TOTAL	<u>2,020,004.87</u>

Meeting Date: 12/17/2018

Information

Subject

City Treasurer's Report - Doug Shull

Information

Fiscal Impact

Attachments

November 2018 Treasurer Report

November 2017 Treasurer Report

Page 1

210

600 Water	635,040.79	200,807.46	101,518.85	0.00	87,983.34	646,346.06
620 IMU Administration	25,352.41	12,629.50	74,688.58	0.00	0.00	-36,706.67
625 Revolving Economic Development	110,853.89	216.64	0.00	0.00	0.00	111,070.53
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	4,926,656.48	1,292,120.98	1,115,400.19	22,566.67	292,281.06	4,833,662.88
640 Fiber/Communications	574,259.32	237,811.63	216,029.96	0.00	0.00	596,040.99
700 Water Capital Projects	1,465,574.06	0.00	170,678.13	0.00	0.00	1,294,895.93
730 Electric Capital Projects	4,912,261.05	99,297.20	364,854.51	65,416.67	0.00	4,712,120.41
740 Fiber/Comm Capital Projects	-33,954.66	276,303.60	287,037.76	0.00	0.00	-44,688.82
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	102,500.00	0.00	0.00	0.00	0.00	102,500.00
793 Electric Revenue Bonds	632,242.17	0.00	197,822.73	292,281.06	0.00	726,700.50
855 Liability Insurance Reserve--IMU	13,687.93	27.08	0.00	0.00	0.00	13,715.01
IMU SUB-TOTAL	13,814,473.44	2,119,214.09	2,528,030.71	380,264.40	380,264.40	13,405,656.82

INTEREST DISTRIBUTION

	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 22,198.47	32.79%	\$ 175,544.07	\$ 98,580.01
Water Funds	\$ 4,441.04	6.56%	\$ 32,109.87	\$ 19,864.22
Sewer Funds	\$ 5,964.27	8.81%	\$ 44,572.12	\$ 26,843.35
Police Retirement	\$ 128.63	0.19%	\$ 1,017.16	\$ 581.99
Community Redevelopment	\$ -	0.00%	\$ -	\$ -
All other	\$ 34,966.44	51.65%	\$ 257,537.95	\$ 154,096.83
TOTAL	\$ 67,698.85	100.00%	\$ 510,781.17	\$ 299,966.40

FINANCIAL REPORT
MONTH OF NOVEMBER, 2017

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,455,156.16	121,262.89	269,180.67	128,259.74	8,127.92	1,427,370.20	
011 Police	1,357,189.72	103,916.77	197,483.48	93,665.67	4,084.70	1,353,203.98	
015 Fire	665,740.62	2,615.10	16,979.98	11,960.94	625.92	662,710.76	
016 Ambulance	291,909.56	42,917.97	84,966.07	6,315.20	3,544.87	252,631.79	
041 Library	119,451.29	65,777.36	40,625.17	12,596.93	2,396.33	154,804.08	
042 Park & Recreation	661,242.99	58,759.18	92,499.09	14,270.57	3,139.06	638,634.59	
045 Memorial Pool	46,943.86	6,726.28	2,341.53	0.00	0.00	51,328.61	
071 General Fund Debt Service	348,043.52	5,030.65	0.00	0.00	0.00	353,074.17	
099 Franchise Fees-MEC	636,638.23	0.00	0.00	0.00	0.00	636,638.23	
GENERAL FUND SUB-TOTAL	5,582,315.95	407,006.20	704,075.99	267,069.05	21,918.80	5,530,396.41	
110 Road Use Tax (Streets)	2,005,751.19	170,738.74	91,968.43	0.00	15,459.82	2,069,061.68	
112 Trust & Agency	0.00	111,575.97	0.00	0.00	111,575.97	0.00	
115 YMCA Maintenance Obligations	278,856.46	0.00	237.00	0.00	0.00	278,619.46	
121 Local Option Sales Tax	2,270,300.91	199,685.76	0.00	0.00	0.00	2,469,986.67	
125 TIF--Downtown	1,741,881.61	154,030.81	58,135.00	0.00	0.00	1,837,777.42	
141 Library Special Revenue	37,018.81	383.17	516.44	0.00	0.00	36,885.54	
142 Park & Rec Special Revenue	136,929.57	288.79	20,223.06	0.00	0.00	116,995.30	
160 Downtown Revolving Loan	165,653.33	2,177.14	0.00	0.00	0.00	167,830.47	
161 Downtown Business Inc Program	43,483.90	0.00	391.75	0.00	0.00	43,092.15	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	839,204.20	14,822.93	0.00	2,333.33	0.00	856,360.46	
199 Police Retirement	74,732.53	128.08	0.00	0.00	1,041.67	73,818.94	
SPECIAL REVENUES SUB-TOTAL	7,613,642.58	653,831.39	171,471.68	2,333.33	128,077.46	7,970,258.16	
200 DEBT SERVICE (SUB-TOTAL)	1,736,547.71	51,763.51	4,916.25	12,333.33	0.00	1,795,728.30	
301 Capital Projects (General)	345,649.09	19,476.94	19,705.92	0.00	0.00	345,420.11	
321 Capital Projects (Streets)	-186,571.39	357.07	71,263.28	0.00	0.00	-257,477.60	
344 Community Athletic Facility	-1,645.05	0.00	375.06	0.00	0.00	-2,020.11	
353 Community ReDevelopment (D&D)	-54,972.45	0.00	0.00	2,222.22	0.00	-52,750.23	
CAPITAL PROJECTS SUB-TOTAL	102,460.20	19,834.01	91,344.26	2,222.22	0.00	33,172.17	
610 Sewer	916,479.30	0.00	72,278.91	140,097.45	29,624.64	954,673.20	
650 Stormwater Utility	648,713.92	17,177.87	62,836.32	0.00	5,408.33	597,647.14	
670 Recycling	104,723.57	18,523.94	16,117.75	0.00	1,305.69	105,824.07	
710 Sewer Capital Projects	1,400,158.96	272,615.93	689,551.33	0.00	201,322.44	781,901.12	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	400,905.75	0.00	0.00	2,083.33	0.00	402,989.08	
791 Sewer Revenue Bonds	603,227.49	0.00	0.00	56,708.33	0.00	659,935.82	
820 Health Insurance	628,852.12	114,040.97	93,832.38	0.00	0.00	649,060.71	
830 Health Reimbursement Account	223,620.88	0.00	5,801.40	0.00	0.00	217,819.48	
840 Flex/STD	208,357.33	1,170.68	3,580.29	258.00	0.00	206,205.72	
850 Liability Insurance Reserve--City	23,151.28	40.75	0.00	0.00	0.00	23,192.03	
CITY UTILITY & IS SUB-TOTAL	5,272,429.30	423,570.14	943,998.38	199,147.11	237,661.10	4,713,487.07	
TOTAL CITY FUNDS	20,307,395.74	1,556,005.25	1,915,806.56	483,105.04	387,657.36	20,043,042.11	56%
TOTAL IMU FUNDS	16,822,108.17	1,540,928.12	2,435,578.04	184,746.42	280,194.10	15,832,010.57	44%
GRAND TOTAL CITY & IMU	37,129,503.91	3,096,933.37	4,351,384.60	667,851.46	667,851.46	35,875,052.68	
Cross Check Total						35,875,052.68	

Investments				Clerk's Balance	35,875,052.68
Bankers Trust	\$	20,781,324.92	1.96%		
Bankers Trust IMU Elec Fiber Project	\$	6,990,163.47	1.12%		
Bankers Trust Debt Reserve - Peoples Bank	\$	863,410.85	0.95%		
Iowa Public Agency Inv. Trust	\$	111,698.97	0.838%	Plus Outstanding Checks	217,602.31
Payroll Account, City State Bank	\$	-	Earnings Credit		
Checking Account, City State Bank	\$	240,048.70	Earnings Credit	Oustanding Deposit	-18,781.95
Sweep Account, City State Bank	\$	61,810.79	0.65%		
Indianola Police Dept, City State Bank	\$	37,826.54			
Payroll Account, TruBank	\$	-			
Checking Account, TruBank	\$	110,013.56	0.15%		
Sweep Account, TruBank	\$	6,424,610.58	1.15%		
City USDA Funds - TruBank	\$	75,000.00			
IMU USDA Funds - TruBank	\$	375,000.00			
Wells Fargo	\$	2,964.66			
BANK BALANCE		36,073,873.04			36,073,873.04

600 Water	468,067.63	231,337.34	96,340.68	0.00	97,700.92	505,363.37
620 IMU Administration	23,445.56	0.00	42,684.79	32,754.75	12.00	13,503.52
625 Revolving Economic Development	108,947.69	186.29	0.00	0.00	0.00	109,133.98
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	2,972,778.57	1,185,203.74	1,088,814.28	22,566.67	161,088.76	2,930,645.94
640 Fiber/Communications	170,221.01	34,967.62	37,308.08	0.00	21,392.42	146,488.13
700 Water Capital Projects	1,463,795.75	0.00	7,999.45	49,000.00	0.00	1,504,796.30
730 Electric Capital Projects	10,680,785.06	89,209.85	1,139,421.19	0.00	0.00	9,630,573.72
740 Fiber/Comm Capital Projects	-32,939.97	0.00	23,009.57	0.00	0.00	-55,949.54
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	34,166.68	0.00	0.00	8,541.67	0.00	42,708.35
793 Electric Revenue Bonds	469,394.50	0.00	0.00	71,883.33	0.00	541,277.83
855 Liability Insurance Reserve--IMU	13,445.69	23.28	0.00	0.00	0.00	13,468.97
IMU SUB-TOTAL	16,822,108.17	1,540,928.12	2,435,578.04	184,746.42	280,194.10	15,832,010.57

INTEREST DISTRIBUTION	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 25,371.34	43.58%	\$ 124,429.25	\$ 62,546.08
Water Funds	\$ 3,219.47	5.53%	\$ 24,733.51	\$ 11,487.32
Sewer Funds	\$ 4,791.37	8.23%	\$ 36,174.39	\$ 17,155.76
Police Retirement	\$ 128.08	0.22%	\$ 1,203.32	\$ 516.45
Community Redevelopment	\$ -	0.00%	\$ -	
All other	\$ 24,707.85	42.44%	\$ 229,477.52	\$ 102,757.86
TOTAL	\$ 58,218.11	100.00%	\$ 416,017.99	\$ 194,463.47

Meeting Date: 12/17/2018

Information

Subject

IDOT presentation concerning four-lane to three-lane conversion

Information

A representative from IDOT will present to discuss the four-lane to three-lane conversion (packet).

Fiscal Impact

Attachments

Information

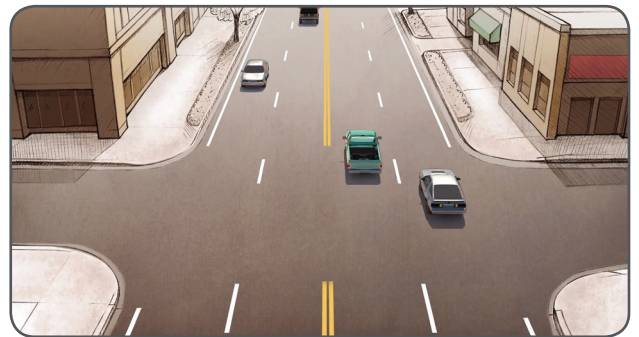


4- to 3-Lane Conversions

What is a 4- to 3-lane conversion?

A 4- to 3-lane conversion (sometimes referred to as a road diet) involves restriping a 4-lane road as a 3-lane road. One lane is provided in each direction with a continuous left-turn lane down the center. When combined with a roadway resurfacing project, a 4- to 3-lane conversion can be completed without any additional cost. This often leaves room for enhancements such as on-street parking or bike lanes. 4- to 3-lane conversions are one of the Federal Highway Administration's (FHWA's) proven safety countermeasures. To learn more, watch the video at:

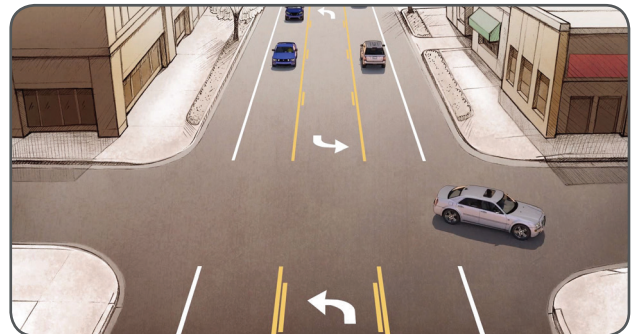
<https://iowadot.gov/traffic/3-lane-roads>



Before (4-lane road)

What are the benefits of a 4- to 3-lane conversion?

- A** Reduces crashes by about half.
- A** Decreases left-turn and rear-end crashes because of the dedicated center turn lane.
- A** Opportunity to provide enhancements such as parking or bike lanes.
- A** Improves walkability because there are fewer lanes for pedestrians to cross, and traffic is located farther from the sidewalk.
- A** Improves access to homes, schools, and businesses.
- A** Regulates speeds and calms traffic. Speeds are more consistent with just one lane in each direction.



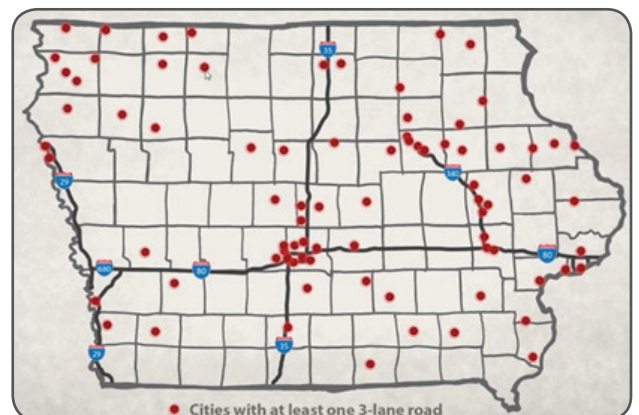
After (3-lane road)

When should a 4- to 3-lane conversion be considered?

There are many factors that should be considered before implementing a 4- to 3-lane conversion. Some of the key factors include traffic volume, number of intersections, type and location of access points, as well as a corridor's crash history.

Many communities in Iowa have had success implementing 3-lane roads in urban, suburban, and rural locations.

To proactively identify where future conversions might be considered, the Iowa DOT recently conducted a statewide screening. This effort provided a snapshot of potential locations where a conversion would be successful.



Cities with at least one 3-lane road

4- to 3-Lane Conversion MYTHS

MYTH

Drivers will be diverted from the area.

FALSE. For the majority of 4- to 3-lane conversions, traffic volumes remain about the same. In addition, 3-lane roads are generally more efficient than 4-lane roads because the vehicles waiting to make a left turn will no longer block the through lanes.

MYTH

Traffic will back up.

FALSE. Studies have consistently shown that, for roads with less than 20,000 vehicles per day, 4- to 3-lane conversions will not make congestion worse. In fact, operations and safety improve on a 3-lane road because left turns are shifted into the center turn lane allowing traffic to flow more freely in the through lanes.

MYTH

Large vehicles like farm equipment cannot be accommodated.

FALSE. Impacts to large vehicles such as farm equipment are minimal. Because the width of the pavement does not change, large vehicles can continue to use the road as they have in the past. Tractors and combines that are wider than one lane can extend in to the center lane, as needed, for travel through town.

MYTH

Economic development will be stifled.

FALSE. Converting to a 3-lane road can positively impact property values and businesses. When converting a 4-lane road to a 3-lane road, additional features can be added such as parking and/or bicycle lanes. These features can improve livability and transform the corridor into one people want to drive on rather than drive through. Additional parking can provide a benefit to businesses and the center left-turn lane improves access.

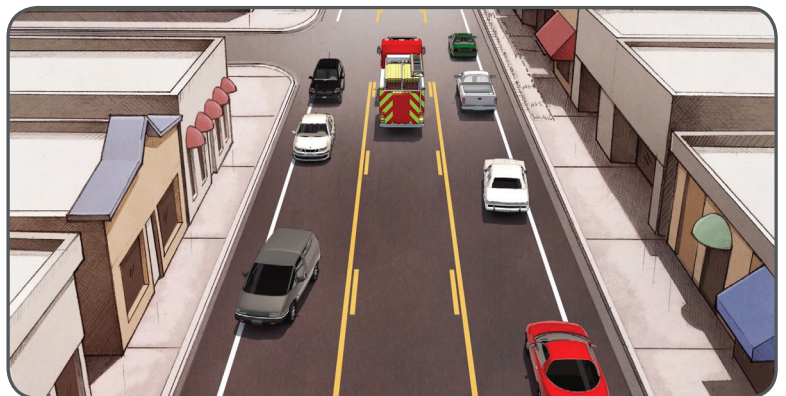
MYTH

Emergency response times will increase.

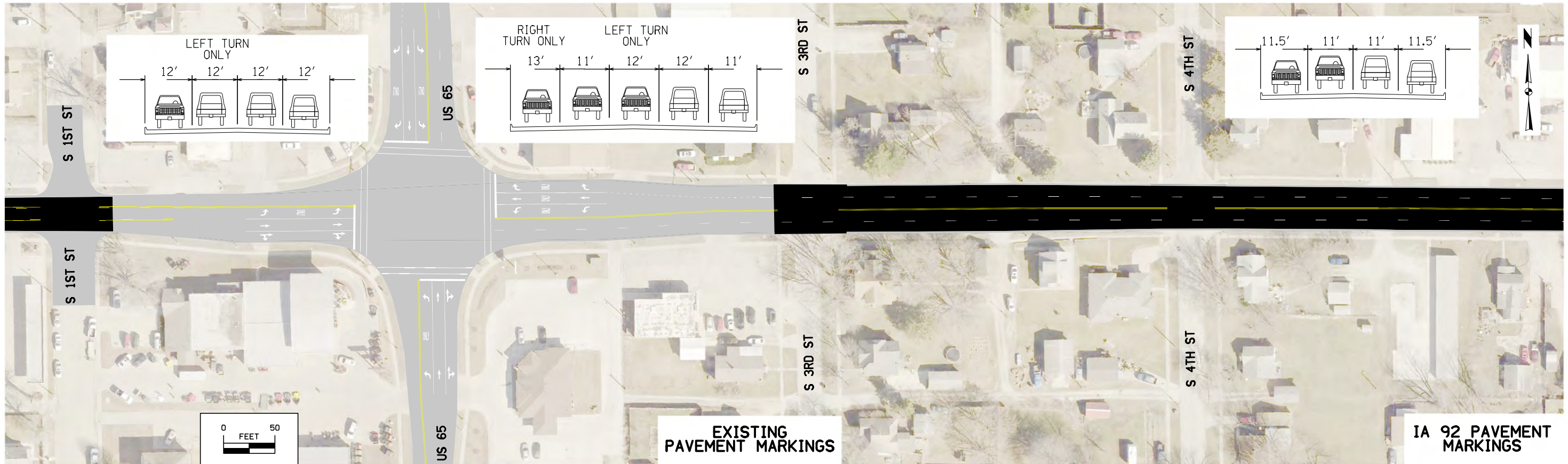
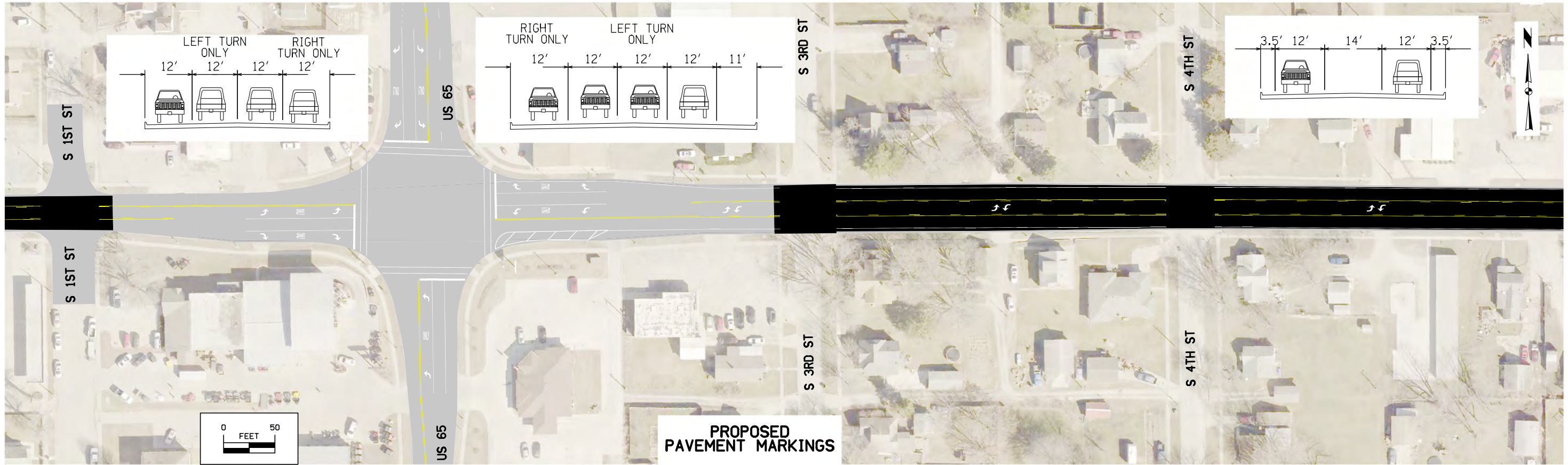
FALSE. A 4- to 3-lane conversion does not increase emergency response times. In fact, response times usually improve because emergency vehicles can utilize the center turn lane when responding to an incident. This avoids bottlenecks that can occur on 4-lane roads when drivers in the middle lanes try to move over for the emergency vehicle, but can't.

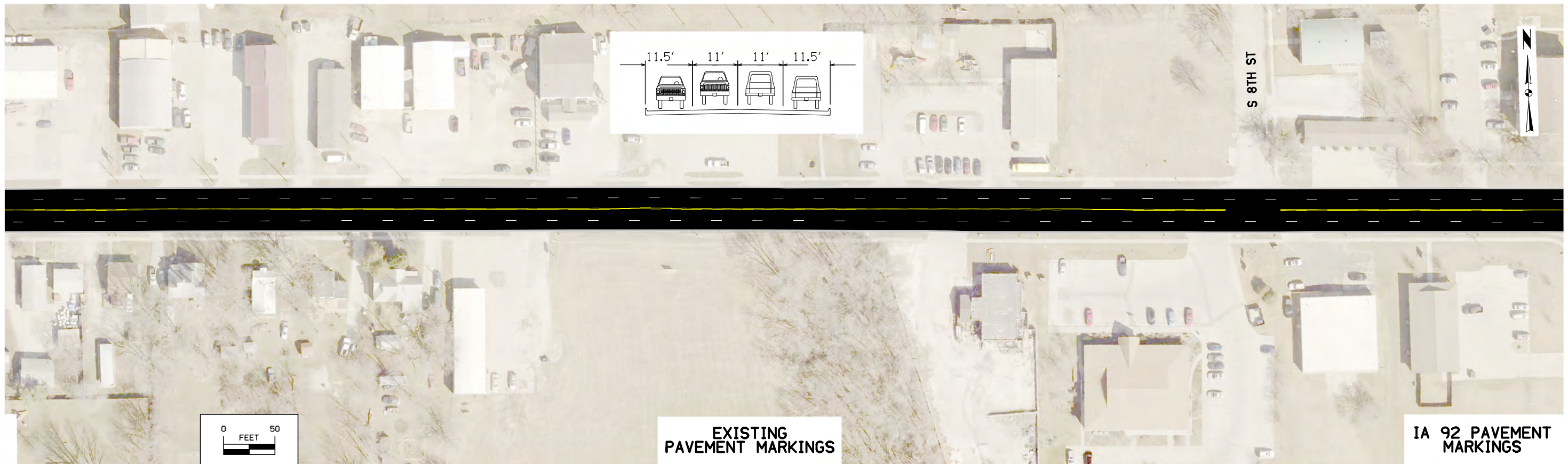
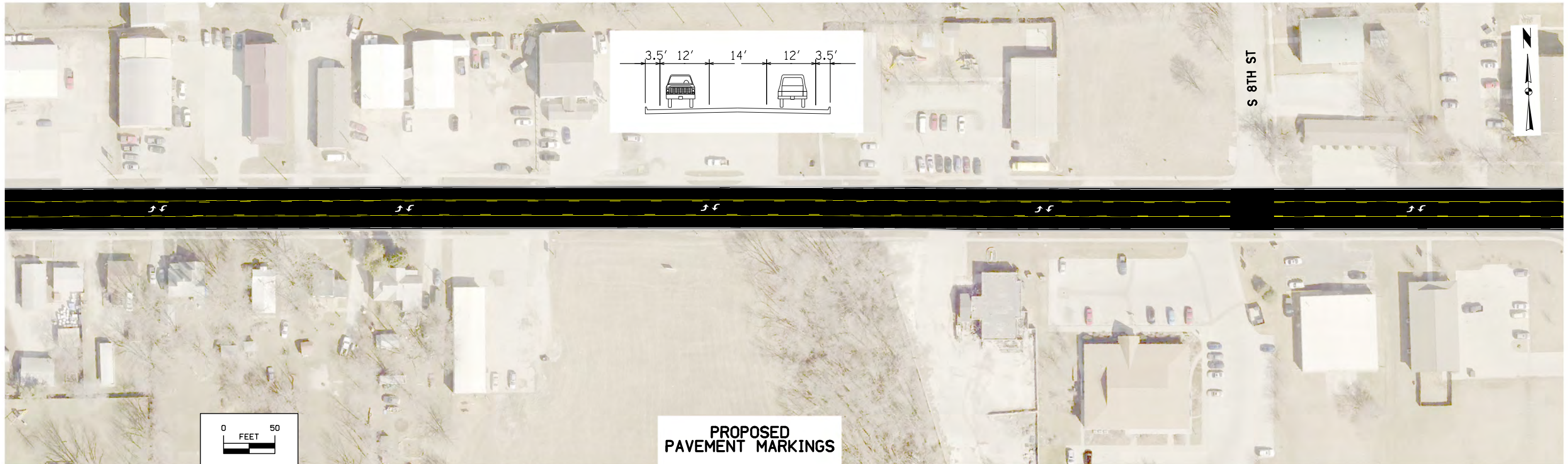


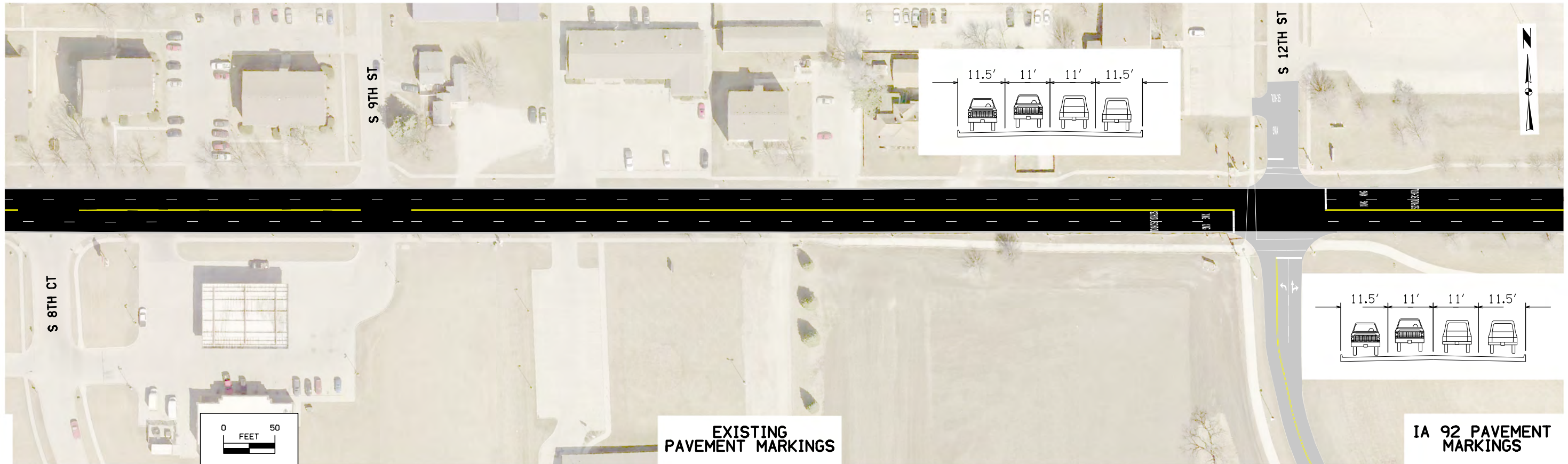
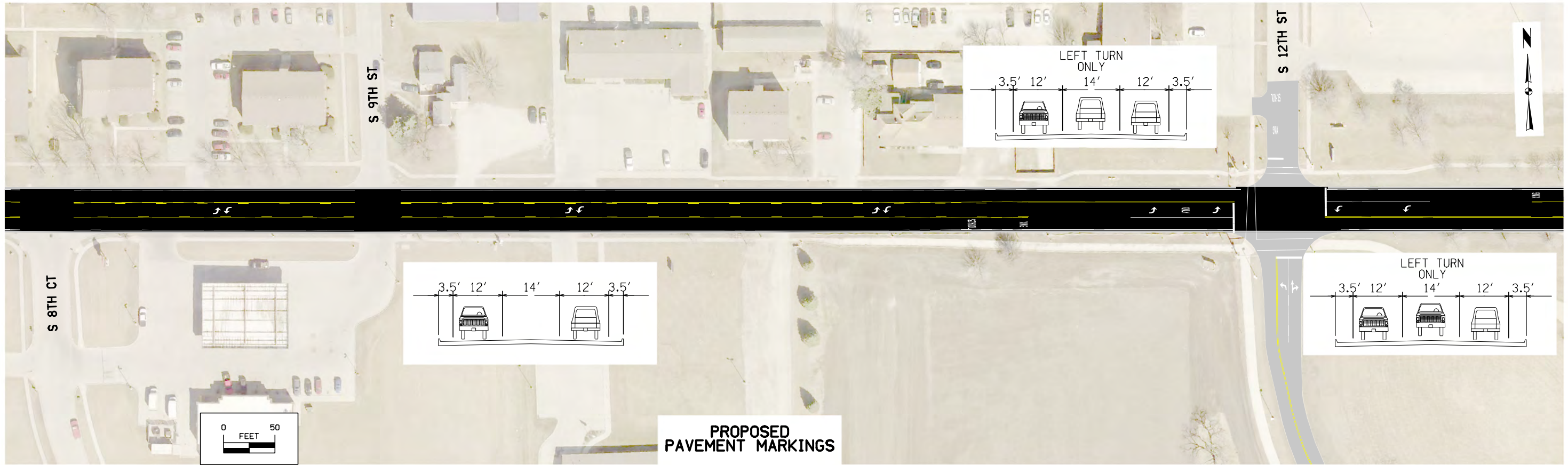
Before (4-lane road)

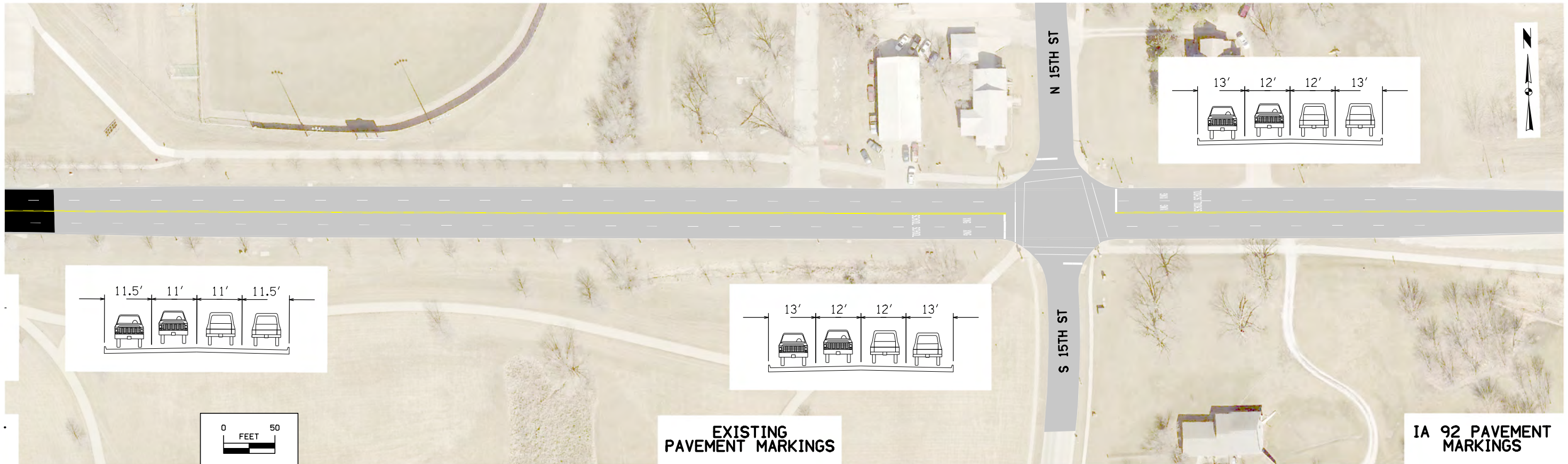
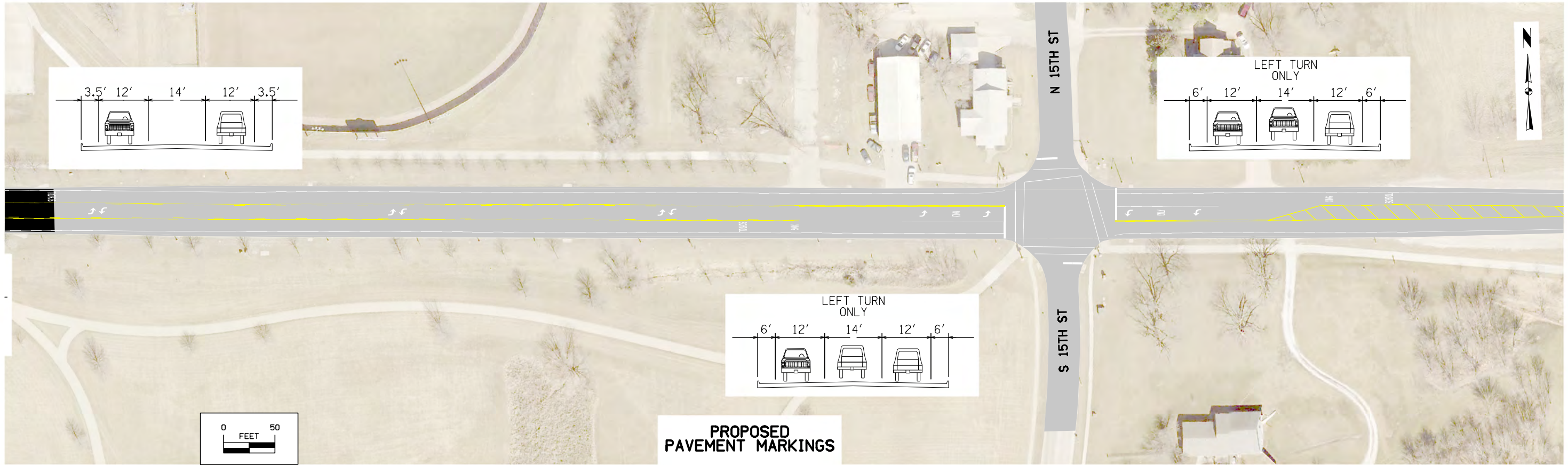


After (3-lane road)











PROPOSED
PAVEMENT MARKINGS



EXISTING
PAVEMENT MARKINGS



IA 92 PAVEMENT
MARKINGS

Meeting Date: 12/17/2018

Information

Subject

Consider nomination to the IMU Board of Trustees

Information

Council will need to consider the Mayor's re-nomination of Mike Rozga to the IMU Board of Trustees (packet). Mike was nominated in 2015 and filled a term until January 1, 2019. His term will begin January 1, 2019 and expire January 1, 2024.

Roll call is in order.

Fiscal Impact

Attachments

Application



OFFICE OF CITY CLERK

DEC 10 2018

INDIANOLA, IOWA

CITY OF INDIANOLA
VOLUNTEER APPLICATION FORM
TO SERVE ON A CITY BOARD AND COMMISSION

There are numerous Boards and Commissions to advise the City Council. Appointments are approved at a Council meeting when terms have expired or vacancies occur. Interested residents must complete this form and submit it to the City Clerk at 110 N. 1st Street.

To be considered, interested individuals must be Indianola residents. 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 interest citizens. The City of Indianola desires to have diverse representation on the Boards and Commissions to reflect the age, race/ethnicity and gender of the Indianola community. All appointments are made during the City Council meetings that take place on the first and third Monday.

Name: <u>Mike Rozga</u>			
Street Address: <u>2317 Country Club Rd</u>	City: <u>Indianola</u>	State: <u>IA</u>	Zip: <u>50125</u>
E-Mail: <u>mjrozga@msn.com</u>			
Phone Home: <u>961-7042</u>	Cell:	Work:	
Gender: <u>Male</u>	Age (Optional):	Race (Optional):	

Please attach a Resume or Bio

☐ - **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.

☒ - **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.

☐ - **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.

☐ - **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.

☐ - **Library Board of Trustees** – meets the first 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 and rooms and personnel. The Board consists of seven members serving 6-year terms.

☐ - **Planning & 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 10 members who serve 5-year terms. This Commission is appointed by the City Council.

☐ - **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.

☐ - **Sustainability Committee** – This committee reviews options to become a more “green” community and reduce the city’s carbon footprint.

☐ - **Hometown Pride Committee** – meets once a month. This committee helps rural Iowa communities restore pride by improving their local image and appearance resulting in enhanced economic and cultural vitality of the community. It is a long term (up to five years) program of consistent technical and leadership assistance to citizens in building stronger and more sustainable places to live.

☐ - **Transportation Advisory Group (TAG)** – meets a minimum of twice a year. This committee meets with a larger group to discuss opportunities where HIRTA can best serve the transportation needs of the community.

Inactive Boards and Commissions:

Indianola Fine Arts & Community Beautification Commission
Indianola Commission on Substance Abuse & Risk Behavior
Indianola Senior Citizen Commission
Indianola Non-Judicial Human Relations Commission
Cable & Communications Commission
Indianola Commission on Youth Affairs

Please submit this form along with your resume or bio to:

Email: dbowlin@indianolaiowa.gov

or

Mail:
Indianola City Hall
Attn: Diana Bowlin, City Clerk
110 N. 1st Street
Indianola, Iowa 50125

Mike Rozga Bio

I have been serving on the IMU Board of Trustees for about 3 years, completing the term of a Trustee who stepped down. With the expansion of fiber through the entire city this is a very exciting and challenging time for IMU and I would like to see this project through to completion.

I recently retired from Cemen Tech Inc on September 30, 2018 after 20 years of service as a Regional Sales Manager of east coast operations. Prior to that I managed retail banking offices for over 15 years with Amerus Bank and United Federal Savings Bank.

My wife Jan and I moved to Indianola in 1991 and raised our family here, Indianola is our home. I have been involved in numerous organizations over the years and believe in giving back to your community. In addition to the Board of Trustees I have been a member of Lions International for over 31 years holding various offices and a current member of the Indianola Noon Lions, recently honored to become a Melvin Jones fellow, the highest award in Lion. Additionally, I am actively involved in Indianola Community Church facilitating GriefShare and marriage/family classes as well as assisting Dobbers Up at their annual golf outing to raise funds to help members in our community.

Prior activities include National Balloon Classis Board of Director and Past President (13 years), Indianola Chamber of Commerce, and Warren County Leadership Institute graduate.

Information

Subject

Budget Amendment for FY 2019

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

Public hearing for the FY 2019 budget amendment

Information

The first item is to hold the public hearing on the FY 2019 budget amendment. The FY 2019 Budget Amendment includes the following:

- Indianola's Share of Prisoner Transport Van
- Final Work on Morlock Lift Station and Gravity Sewer
- Jerry Kelley Trail

The Mayor will open the public hearing for comments then close the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

Resolution approving the FY 2019 budget amendment

Information

In your packet is the resolution approving the FY 2019 budget amendment.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Memo

Budget Amendment

RESOLUTION 2018-_____

RESOLUTION AMENDING THE ANNUAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2019

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

The annual budget for the fiscal year ending June 30, 2019 as set forth in the Budget Summary Certificate and in the detail budget in support thereof showing the revenue estimates and appropriations expenditures and allocations to program and activities for said fiscal year is hereby amended, the Finance Director is directed to make the filings required by law and set up his/her books in accordance with the summary and details as adopted.

Passed and approved on 17th day of December 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



— FINANCE DEPARTMENT —

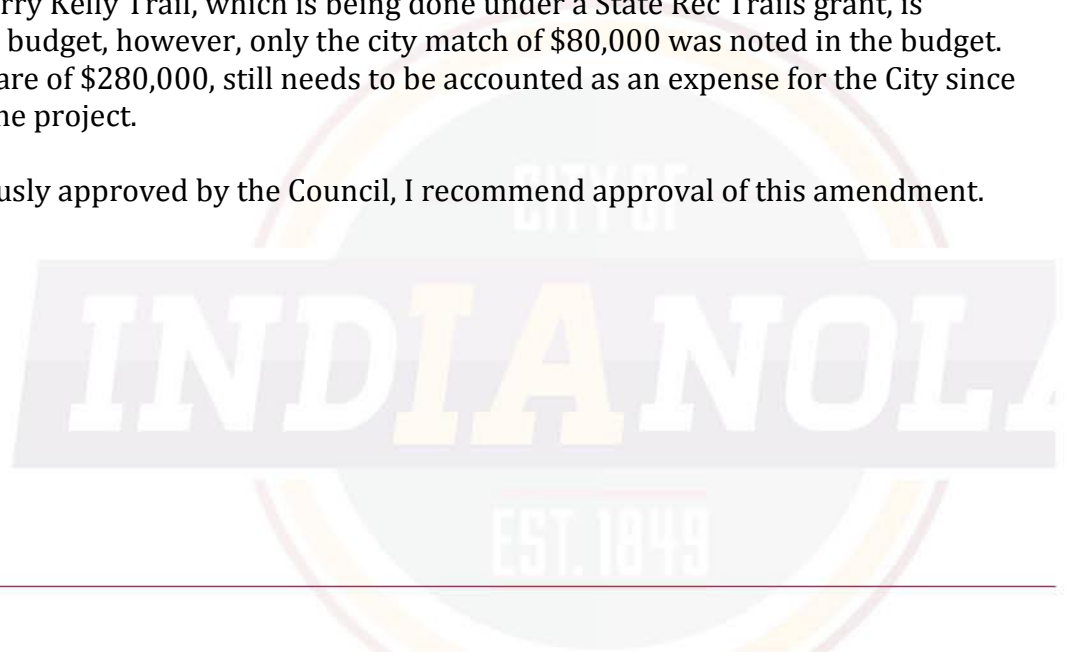
To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date: 17 December 2018
Re: Proposed Budget Amendment

The FY2019 Budget Amendment that I am proposing is for three items previously approved by Council, but still need to be noted within the current fiscal year budget. The net cost of this amendment will be \$28,620.

These items are as follows:

- Indianola's Share of Prisoner Transport Van: Indianola's share of the prisoner transport van was \$28,620. This cost was approved in an agreement with Warren County where the County would transport prisoners to Jasper County in exchange for a transport van purchased by Carlisle, Norwalk and Indianola and a cost of \$90 per prisoner for each city.
- Final Work on Morlock Lift Station and Gravity Sewer: The final work on the Morlock Lift Station and Gravity Sewer was not completed in FY2018, so work continued into FY2019 and is now completed. This cost will be covered by the State Revolving Loan that was issued for these costs. The total unbudgeted cost was \$462,369.
- Jerry Kelly Trail: The Jerry Kelly Trail, which is being done under a State Rec Trails grant, is included in the FY2019 budget, however, only the city match of \$80,000 was noted in the budget. The remaining state share of \$280,000, still needs to be accounted as an expense for the City since it will be expended in the project.

Since these items were previously approved by the Council, I recommend approval of this amendment.



91-873

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #1

To the Auditor of WARREN County, Iowa:

The City Council of Indianola in said County/Countries met on 12/17/2018, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. _____ <== ENTER RESOLUTION NUMBER

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2019
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Indianola

Section 1. Following notice published 12/5/2018 and the public hearing held, 12/17/2018 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	6,703,851	0	6,703,851
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	6,703,851	0	6,703,851
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,285,759	0	2,285,759
Other City Taxes	6	1,309,050	0	1,309,050
Licenses & Permits	7	222,905	0	222,905
Use of Money and Property	8	1,144,585	0	1,144,585
Intergovernmental	9	2,691,602	742,369	3,433,971
Charges for Services	10	25,727,665	0	25,727,665
Special Assessments	11	19,750	0	19,750
Miscellaneous	12	1,858,024	0	1,858,024
Other Financing Sources	13	3,272,292	0	3,272,292
Transfers In	14	12,557,908	0	12,557,908
Total Revenues and Other Sources	15	57,793,391	742,369	58,535,760
Expenditures & Other Financing Uses				
Public Safety	16	5,174,635	28,620	5,203,255
Public Works	17	1,540,576	0	1,540,576
Health and Social Services	18	0	0	0
Culture and Recreation	19	2,098,946	0	2,098,946
Community and Economic Development	20	477,537	0	477,537
General Government	21	1,446,845	0	1,446,845
Debt Service	22	2,076,545	0	2,076,545
Capital Projects	23	2,938,373	280,000	3,218,373
Total Government Activities Expenditures	24	15,753,457	308,620	16,062,077
Business Type / Enterprises	25	31,026,361	462,369	31,488,730
Total Gov Activities & Business Expenditures	26	46,779,818	770,989	47,550,807
Transfers Out	27	12,557,908	0	12,557,908
Total Expenditures/Transfers Out	28	59,337,726	770,989	60,108,715
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-1,544,335	-28,620	-1,572,955
Beginning Fund Balance July 1	30	24,427,101	0	24,427,101
Ending Fund Balance June 30	31	22,882,766	-28,620	22,854,146

Passed this 17 day of December, 2018
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Meeting Date: 12/17/2018

Information

Subject

Public hearing and first consideration of a request from Tim Davison for the vacation and conveyance of the North/South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition (P&Z unanimously recommended approval on November 13, 2018)

Information

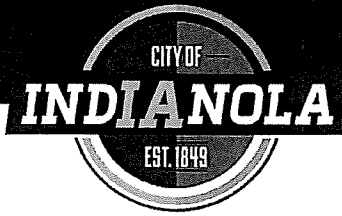
Council will need to hold the public hearing and first consideration of a request to purchase an alley. Staff recommends approval of this request to purchase the alley (packet) between the listed properties, as all the neighbors and property owners conjoined to this alley have signed their approval of a transfer in ownership to Tim Davison. P&Z unanimously recommended approval.

Roll call is in order.

Fiscal Impact

Attachments

P&Z Memo
P&Z Minutes
Alley Information
Resolution to Sell
Ordinance
Deed



COMMUNITY DEVELOPMENT

To: Planning and Zoning Commission
From: David Churchill, Interim Building Official of Community Development
Subject: November 13, 2018 Meeting

Item # 4 Consider Request from Tim Davison for approval of the vacation and conveyance of the South ½ of the North/South alley between E. 1st Street and E. Salem Avenue. The alley lays between 110 S Jefferson Way and 308 E 1st Street.

Staff recommends approval for this request to purchase the alley way between the listed properties, as all neighbors and property owners conjoined to this alley way have signed their approval of such a transfer in ownership to Tim Davison.

Item # 5 Consider Request from Tim Davison to rezone the property located at 308 E 1st Ave, legally described as EAST INDIANOLA Lot 10 & W ½ Lot 11, Block 10, from R-2 (Single-and-two Family Residential) to C-2 (Highway Commercial).

Staff recommends approval as the zoning change, as it is consistent with the Comprehensive Master Plan for future development (change to Commercial zoning).

Neither a site development or building plan has been submitted for review at this time.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
November 13, 2018
6:00 P.M.

The meeting was called to order by Chairperson Joe Butler and on roll call the following members were present:

Joe Butler
Al Farris
Ron Fridley
Becky Needles
Bob Ormsby
Josh Rabe
Misty Soldwisch
Jeromy Pribil
Erin Freeberg

Also present: Jerry Felton Terrell, Brent Terrell, Sharon Crabb, Tim Davison, Terry Pauling, David Churchill, Jason Etnyre, Kristin Brekelmans.

Members of the Commission absent: Sarah Ritchie

The minutes of the October 9th, 2018 meeting were approved on a motion made by Al Farris and seconded by Becky Needles. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider Request from Tim Davison for approval of the vacation and conveyance of the South 1/2 of the alley between E. 1st Street and E. Salem Avenue. (Legal description pending)

David Churchill spoke to the Commission regarding the application to vacate the alley.

Joe Butler asked if anyone had comments they would like to discuss, or if David has received any feedback regarding the alley being vacated. Hearing none, Joe requested a motion.

Motion was made by Josh Rabe to approve the vacation and conveyance of the South 1/2 alley between East 1st Street and East Salem Avenue, to Tim Davison. Seconded by Misty Soldwisch. All ayes, the motion to approve was unanimous, 9 ayes - 0 nays.

Consider Request from Tim Davison to rezone the property located at 308 E 1st Ave, from R-2 (Single and Two Family Residential) to C-2 (Highway Commercial).

David Churchill spoke to the commission regarding this application and reported this zoning change does fall within the Comprehensive Plan for future land use, and that staff recommended approval.

Sharon Crabb at 404 E Salem, stood to speak, asking the applicant, Tim Davison, what the intended future purpose of the lot would be used for, if it is approved for rezoning.

Tim Davison of 100 Orchard Circle, stood to reply, stating he would like to create more parking to his existing facility and add more shop space. Tim reported his intentions were to "bridge the gap" to allow more bay space, since current vehicles are being parked over the right-of-way. He added he would like to create green space in the front and corner of the lot of the existing neighboring property allowing the rezoned portion to be fenced in.

Jerry Ferrell at 310 E 1st Ave, stood to speak, stating that he purchased his home, not being aware that the homes around him were planned for future commercial use in the Comprehensive Plan. Jerry inquired about green space and buffering that was mentioned in conversations related to this. Joe Butler explained the terms to Jerry to his understanding. Jerry mentioned that he has a list of items he is concerned about that the buffering concept would be take care of.

Misty Soldwisch asked for a map showing the future zoning in the Comprehensive Plan. Al Farris gave history on his knowledge regarding the intentions of the commercial development along Hwy 65/69.

Sharon Crabb asked how the change in zoning would affect the taxable value of her home. She was directed by the Commission to contact the Warren Co Assessor office.

Jerry Ferrell spoke to the Commission about his experiences with noises from business' presently at 3:00 a.m.. Misty Soldwisch mentioned that there was an update on noise ordinances just this month. Discussions continued.

Motion was made by Becky Needles to approve the request to rezone the property located at 308 E 1st Ave, from R-2 (Single and Two Family Residential) to C-2 (Highway Commercial) made by Tim Davison. Seconded by Bob Ormsby. All ayes, the motion to approve was unanimous, 9 ayes - 0 nays.

Other Items

Dave Churchill provided updates regarding building permits, site plans, and a follow up on previously approved items and any council responses regarding them.

Meeting adjourned on a motion by Al Farris and seconded by Becky Needles. 9 Ayes – 0 Nays. Unanimous.

Joe Butler, Chairperson

David Churchill



COMMUNITY DEVELOPMENT

Agreement to Purchase Alley

DAVISON LLC / Tim DAVISON requests to purchase the alley legally described as:

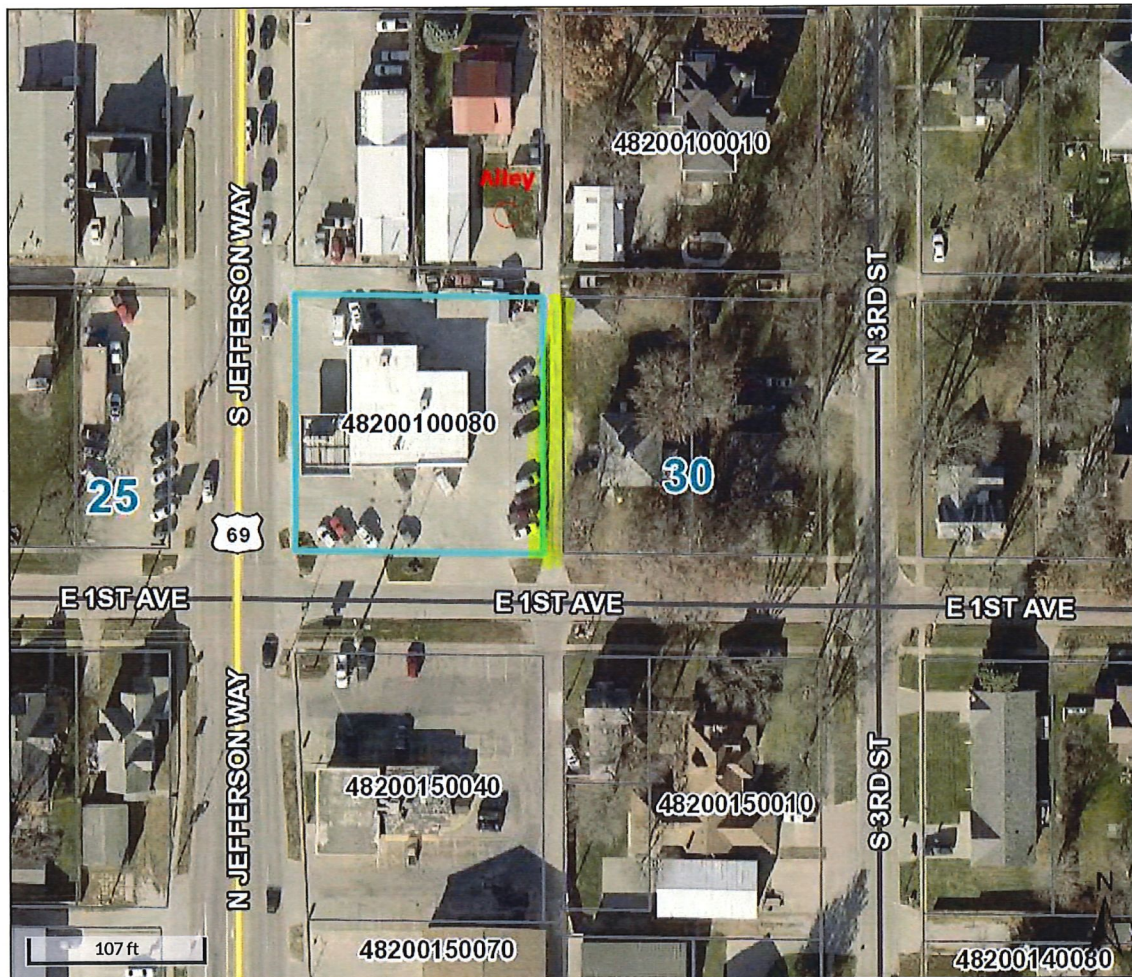
THE south 1/2 of the North/South Alley that CREES BETWEEN
LOT 8 AND 9 - 10 LOT 11 Block 9 Block 10 (Between South Jefferson Way AND North 3rd Street)
w/ street access off of E 1st Ave.

The undersigned owns the property adjacent to the alley legally described above and agrees to purchase the alley.

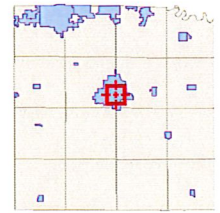
Name	Address	Date
Johnny J. Lee	310 E. 1st Ave.	10-19-18
Georgene Glascock	309 E. Salem	10-19-18
Paul Brown	301 E. SALEM	10.19.18
Jimmy D. Quinn	303 East Salem	10.19.18
Tim DAVISON	110 S. Jefferson	10.19.18

\$200.00 Fee

Receipt No#: 23990098 10/8/18



Overview



Legend

Roads

-  <all other values>
 -  Interstate
 -  Highway
 -  Ramp
 -  County Gravel
 -  County Level B
 -  County Level C
 -  City Gravel
 -  City Street
 -  Private Street
 -  Corporate Limits
 -  Parcels
 -  Political Township
 -  Sections
- ##### Major Roads
-  County Hwy
 -  State Hwy
 -  US Hwy
 -  Interstate
 -  Water

Parcel ID	48200100080	Alternate ID	n/a	Owner Address	DAVISON, TIM J/LAURAL
Sec/Twp/Rng	n/a	Class	C		110 S JEFFERSON
Property Address	110 S JEFFERSON WAY	Acreage	n/a		INDIANOLA IA 50125
	INDIANOLA				
District	48300				
Brief Tax Description	30-76-23 EAST INDIANOLA LOT 7 EX HWY & LOTS 8 & 9 BLK 10				
	(Note: Not to be used on legal documents)				

Disclaimer:

The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Warren County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

The 2,000 Foot Buffers layer is for law enforcement guidance only, and is based on the best information available at the time it was prepared. This layer should not be considered to be a complete and accurate representation of the locations of every school or child care facility, and will be changed as new information is available. The registered offender is responsible for ensuring that proposed residence is in compliance with the law, and may not rely solely on this layer. The registered offender should seek legal advice from a licensed attorney if needed.

Date created: 10/19/2018
Last Data Uploaded: 10/19/2018 8:09:54 AM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION NO. _____

RESOLUTION APPROVING SALE OF AN ALLEY DESCRIBED AS the North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa TO ADJACENT PROPERTY OWNER TIM DAVISON

WHEREAS, the City of Indianola, Iowa owns property generally described as an alley, located and more particularly described as the North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa; and

WHEREAS, the City of Indianola, Iowa, recently received an offer by an adjacent property owners to vacate and sell said alley in accordance with law and city policy on transfer of unused alleys within the City; and

WHEREAS, the required application has been made, notice and consent of adjacent property owners secured, and Planning and Zoning recommended Council approval of the proposal on November 13, 2018; and

WHEREAS, in accordance with the Code of Iowa Section 364.7, notice and hearing as provided by law was held on December 17, 2018; and

WHEREAS, the City Council now deems it in the best interest of the City of Indianola, Iowa, to sell the vacated alley to the adjoining property owners as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the sale of the alley to Tim Davison is hereby approved.

NOW THEREOFRE BE IT FURTHER RESOLVED that the Mayor and City staff are authorized to do all things necessary to effectuate the sale.

Dated this ____ day of _____, 201__.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

ORDINANCE NO. _____

ORDINANCE VACATING A PORTION OF REAL ESTATE DESCRIBED AS the North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa AND RETAINING EASEMENT RIGHTS

WHEREAS, on the 17th day of December 2018, pursuant to published notice as required by law, the City Council of the City of Indianola, Iowa held a public hearing on a proposal to vacate a portion of real estate owned by the City generally described as an alley and more specifically described as:

The North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa; and

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said alley but retain any easement rights needed by the City.

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

Section 1. The City of Indianola, Iowa, hereby vacates the following described real estate while retaining any easement rights needed by the City:

The North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa

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

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

PASSED AND APPROVED this ____ day of _____ 201__.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450
Return to: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266
Address Tax Statement: Tim Davison, 308 E 1st Street, Indianola, Iowa

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Tim Davison, a _____ person, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The North-South alley between Lot 9 and Lot 10 in Block 10 East Indianola, also known as Steele and Grantham's Addition in the City of Indianola, Warren County, Iowa.

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for public utilities.

This deed is exempt according to Iowa Code section 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

City of Indianola, Iowa

By: _____
Kelly B. Shaw, Mayor

By: _____
Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the 17th day of December 2018, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it san d by them voluntarily executed.

Notary Public in and for the State of Iowa

Meeting Date: 12/17/2018

Information

Subject

Public hearing and first consideration of a request from Tim Davison to rezone the property located at 308 E. 1st Avenue from R-2 (single and two family residential) to C-2 (highway commercial) P&Z unanimously recommended approval November 13, 2018

Information

Council needs to hold the public hearing and first consideration of the rezoning request from Tim Davison. Staff recommends approval of this zoning change (packet), as it is consistent with the Comprehensive Master Plan for the future development (change to Commercial zoning). P&Z unanimously recommended approval.

Roll call is in order.

Fiscal Impact

Attachments

Rezoning Information
Ordinance



— COMMUNITY DEVELOPMENT —

Rezoning Application

Local Address: 308 E. 1st Ave.

Legal Description: 30-76 - 23 East Indianola LOT 10 E W 1/2
Lot 11 B1K 10

Present Zoning: R-2

Zoning Requested: C-2

Existing Use: Residential Home - being demolished

Proposed Use: Commercial Service

*Names and address of all property owners within 200 feet of the property for which the change is requested. (Attach to form.)

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

This follows the city Comprehensive Plan for future land
zoning - and future business growth in the area.

A plat showing the locations, dimensions and use of the applicant's property and all property within 200 feet thereof, including streets, alleys, railroads, and other physical features. Please attach plat.

If the requested zoning change is from A-1 (Agricultural) to any other classification, the application shall contain the **number of acres** in each **soil type** for which a rezoning change is requested and the **crop suitability rating** of each. The soil type and its crop suitability rating shall be determined by the latest cooperative soil survey and accompanying data.

n/a

Tim Davison LLC

Signature of Applicant

\$200.00 Fee

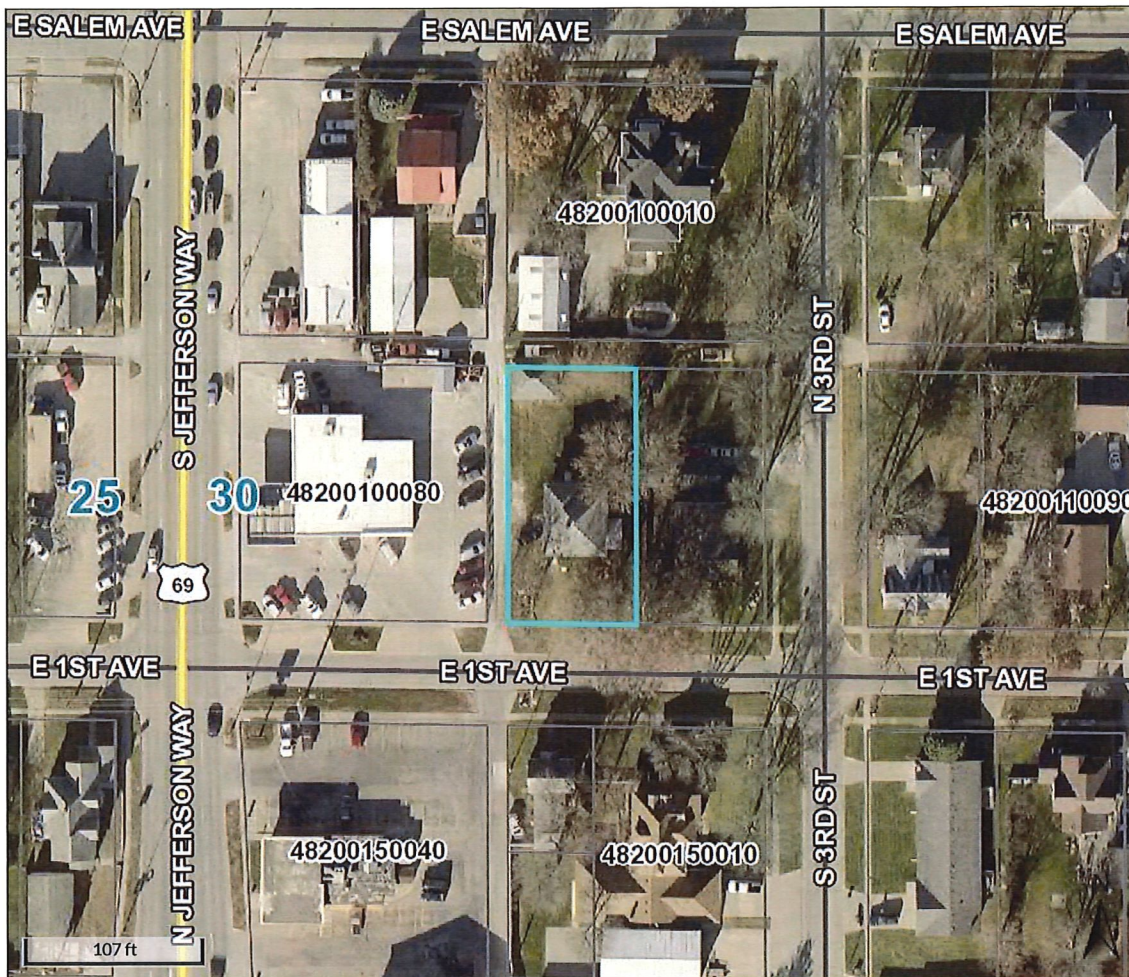
Receipt No. 1,184327

Applicant Full Name Printed: DAVISON LLC / TIM DAVISON

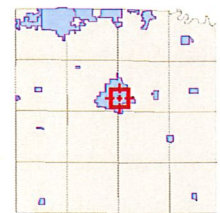
Applicant Mailing Address: 110 S. Jefferson

Email Address: tim@chumpleysautocare.com

Contact Number: 515-961-2594



Overview



Legend

Roads

- <all other values>
- Interstate
- Highway
- Ramp
- County Gravel
- County Level B
- County Level C
- City Gravel
- City Street
- Private Street
- Corporate Limits
- Parcels
- Political Township
- Sections
- Major Roads
- County Hwy
- State Hwy
- US Hwy
- Interstate
- Water

Parcel ID	48200100100	Alternate ID	n/a	Owner Address	DAVISON LLC
Sec/Twp/Rng	n/a	Class	R		110 S JEFFERSON WAY
Property Address	308 E 1ST AVE	Acreage	n/a		INDIANOLA IA 50125
	INDIANOLA				
District	48300				
Brief Tax Description	30-76-23 EAST INDIANOLA LOT 10 & W 1/2 LOT 11 BLK 10				
	(Note: Not to be used on legal documents)				

Disclaimer:

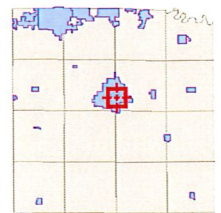
The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Warren County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

The 2,000 Foot Buffers layer is for law enforcement guidance only, and is based on the best information available at the time it was prepared. This layer should not be considered to be a complete and accurate representation of the locations of every school or child care facility, and will be changed as new information is available. The registered offender is responsible for ensuring that proposed residence is in compliance with the law, and may not rely solely on this layer. The registered offender should seek legal advice from a licensed attorney if needed.

Date created: 10/8/2018

Last Data Uploaded: 10/8/2018 7:55:11 AM

Developed by **Schneider**
GEOSPATIAL



ORDINANCE NO. 2018-_____

**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION AT 308
E 1ST STREET FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-2
(HIGHWAY COMMERCIAL)**

WHEREAS, the Planning and Zoning Commission, after notice and a hearing in accordance with the law, have recommended to the City Council that the below described property located at 308 E 1st Street from R-1 (Single Family Residential) to C-2 (Highway Commercial); and

WHEREAS, on the 17th day of December 2018, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by rezoning the following described property from R-1 (Single Family Residential) to C-2 (Highway Commercial):

Lot 10 and the W ½ of Lot 11 in Block 10, and the South ½ of the North/South Alley adjacent to Lots 8 and 9 in Lot 10 in Block 11 and Lot 9 in Block 10 in the City of Indianola, Warren County, Iowa.

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

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

PASSED AND APPROVED this ____ day of _____, 201__.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Meeting Date: 12/17/2018

Information

Subject

15th Street and East 2nd Avenue Sewer Improvement Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

Public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost

Information

The first item is to hold the public hearing on the adoption of plans, specs, form of contract and estimate of cost. The project includes:

Installation of 8" Sanitary Sewer Main (via trenched and trenchless methods) and relocation of Sanitary Sewer Service Lines, abandonment of an existing 8" sanitary sewer, minor paving, together with related subsidiary and incidental work in accordance with the plans and specifications.

The Mayor will open the public hearing for comments then closed the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/17/2018

Information

Subject

Resolution adopting plans, specs, form of contract and estimate of cost

Information

The next item to consider is the resolution (packet) approving the plans, specs, form of contract and estimate of costs.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2018 15th Street and East 2nd Sanitary Sewer Improvement Project, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: NAYS: None. Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2018-____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the____ day of _____, 2018, plans, specifications, form of contract estimate of cost were filed with the City Clerk for the City of Indianola, for certain public improvements described in general as the 2018 15th Street and East 2nd Sanitary Sewer Improvement Project, for the City of Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

The Mayor then announced that the following bids had been opened and tabulated the bids for the public improvements described in general as the 2018 15th Street and East 2nd Sanitary Sewer Improvement Project for the City of Indianola, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and Finance Director:

Company	Bid
J&K Contracting Urbandale, Iowa	\$132,444.00
Joiner Construction Plano, IA	\$143,095.00
Kingston Services Des Moines, Iowa	\$144,677.00
On Track Construction Nevada, Iowa	\$101,612.00
Rognes Corp Ankeny, Iowa	\$248,954.00
Vanderpool Construction Indianola, Iowa	\$146,145.00

The Finance Director then recommended that the bid of On Track Construction of Nevada, Iowa in the amount of \$101,612.00 be accepted.

Meeting Date: 12/17/2018

Information**Subject**

Resolution awarding contract

Information

The next item to consider is the resolution (packet) awarding the contract. On December 4, 2018 WPC Superintendent Rick Graves and City Clerk Diana Bowlin opened the following bids:

Company	Bid
J&K Contracting Urbandale, Iowa	\$132,444.00
Joiner Construction Plano, Iowa	\$143,095.00
Kingston Services Des Moines, Iowa	\$144,677.00
On Track Construction Nevada, Iowa	\$101,612.00
Rognes Corp Ankeny, Iowa	\$248,954.00
Vanderpool Construction Indianola, Iowa	\$146,145.00

HR Green and staff (memo) are recommending the bid from On Track Construction in an amount of \$101,612.00 be accepted.

FYI - the engineer's probable cost was \$144,545.00

Roll call is in order.

Fiscal Impact**Attachments**

Resolution

HR Green Memo

Council Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2018-_____
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _____ in the amount of \$_____ for the 2018 15th Street and East 2nd Avenue Sanitary Sewer Improvement Project for the City of Indianola and the Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by the City Council on the 17th day of December, 2018, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The Mayor and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the City Council until approved by the City.

PASSED AND APPROVED this 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

DIANA BOWLIN, City Clerk



December 6, 2018

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

Re: BID OPENING – N. 15TH ST. AND E. 2ND AVE. SANITARY SEWER IMPROVEMENTS

Dear Rick:

Bids were received on Tuesday, December 4th for the North 15th Street and East 2nd Avenue Sanitary Sewer Improvements project. Six (6) bids were received for the project. The bids received, as well as Engineer's Opinion of Probable Cost, are summarized below. A complete Bid Tabulation for the project is enclosed.

1. On Track Construction	\$ 101,612
2. J&K Contracting LLC	\$ 132,444
3. Joiner Construction Co. Inc	\$ 143,095
4. Kingston Services, PC	\$ 144,677
5. Vanderpool Construction	\$ 146,145
6. Rognes Corporation	\$ 248,954

Engineers Opinion of Probable Construction Cost \$ 144,545

On Track Construction's bid has been reviewed for completeness and accuracy, and the bidder submitted a completed Bid Form, Bid Bond, and appropriate attachments. HR Green has contacted On Track Construction to discuss the bid and to verify that all items shown on the construction documents have been addressed.

As a result of our review, the following determinations have been made:

- *Bids were competitive. Six bids received. The range in bids was approximately \$147,342 with three bidders submitting bids below the Engineer's Opinion of Probable Construction Cost.*
- *The low bid received was approximately 30% less than the Engineer's Opinion of Probable Construction Cost.*
- *No issues with construction schedule were raised by On Track Construction during a recent conversation.*
- *On Track Construction is a relatively new company but has an experienced staff available to complete the work. HR Green has worked with On Track Construction recently and has had good experiences with the company.*

We believe the bids received for the project accurately reflect a fair cost to do the work in Indianola. Additionally, we believe a competitive bidding environment helped to get lower bids for the City. Therefore, we recommend Award of the contract for the base bid of \$ 101,612 to On Track Construction. Please review this recommendation and let us know how you wish to proceed. We will forward contract documents to On Track Construction for their execution and processing after we hear from you.

If you have questions, or need further information, please let me know.

Sincerely,
HR Green, Inc.



Joseph Frankl, P.E.
Project Engineer

Enclosure

Cc: Diana Bowlin, City Clerk
Ryan Waller, City Manager



BID TABULATION
North 15th Street and East 2nd Ave.
Sanitary Sewer Improvements
City of Indianola, Iowa

HR GREEN, INC.
5525 MERLE HAY RD., STE. 200
JOHNSTON, IOWA 50131
PH: 515-278-2913
FAX: 515-278-1846

Bid Date: December 4, 2018 - 2:00 P.M.
HR Green Project No. 170601

UNIT	QTY	OnTrack Construction			J & K Contracting LLC			Joiner Construction Co Inc			Kingston Services, PC			Vanderpool Construction			Rognes Corporation		
		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
LS	1	\$ 12,000.00	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00		\$ 25,000.00	\$ 25,000.00		\$ 18,964.00	\$ 18,964.00		\$ 9,169.00	\$ 9,169.00		\$ 90,000.00	\$ 90,000.00	
LS	1	\$ 1,350.00	\$ 1,350.00		\$ 2,500.00	\$ 2,500.00		\$ 7,500.00	\$ 7,500.00		\$ 5,500.00	\$ 5,500.00		\$ 3,000.00	\$ 3,000.00		\$ 6,200.00	\$ 6,200.00	
LF	127	\$ 82.00	\$ 10,414.00		\$ 141.00	\$ 17,907.00		\$ 75.00	\$ 9,525.00		\$ 96.00	\$ 12,192.00		\$ 158.00	\$ 20,066.00		\$ 65.00	\$ 8,295.00	
LF	271	\$ 110.00	\$ 29,810.00		\$ 120.00	\$ 32,520.00		\$ 90.00	\$ 24,390.00		\$ 196.00	\$ 53,116.00		\$ 168.00	\$ 45,528.00		\$ 245.00	\$ 66,395.00	
LF	78	\$ 55.00	\$ 4,290.00		\$ 100.00	\$ 7,800.00		\$ 60.00	\$ 4,680.00		\$ 115.00	\$ 9,048.00		\$ 115.00	\$ 8,970.00		\$ 101.00	\$ 7,878.00	
EA	3	\$ 550.00	\$ 1,650.00		\$ 250.00	\$ 750.00		\$ 2,000.00	\$ 6,000.00		\$ 1,000.00	\$ 3,000.00		\$ 600.00	\$ 1,800.00		\$ 225.00	\$ 675.00	
EA	1	\$ 1,450.00	\$ 1,450.00		\$ 1,200.00	\$ 1,200.00		\$ 2,000.00	\$ 2,000.00		\$ 2,456.00	\$ 2,456.00		\$ 1,000.00	\$ 1,000.00		\$ 975.00	\$ 975.00	
EA	3	\$ 675.00	\$ 2,025.00		\$ 1,200.00	\$ 3,600.00		\$ 2,000.00	\$ 6,000.00		\$ 989.00	\$ 2,967.00		\$ 700.00	\$ 2,100.00		\$ 830.00	\$ 2,490.00	
EA	2	\$ 4,150.00	\$ 8,300.00		\$ 5,800.00	\$ 11,600.00		\$ 9,000.00	\$ 18,000.00		\$ 5,000.00	\$ 10,000.00		\$ 6,000.00	\$ 12,000.00		\$ 8,500.00	\$ 17,000.00	
EA	1	\$ 5,760.00	\$ 5,760.00		\$ 15,000.00	\$ 15,000.00		\$ 6,000.00	\$ 6,000.00		\$ 5,000.00	\$ 5,000.00		\$ 12,000.00	\$ 12,000.00		\$ 8,500.00	\$ 8,500.00	
SY	200	\$ 16.00	\$ 3,200.00		\$ 18.00	\$ 3,600.00		\$ 20.00	\$ 4,000.00		\$ 12.00	\$ 2,400.00		\$ 18.00	\$ 3,600.00		\$ 38.00	\$ 7,600.00	
SY	35	\$ 92.00	\$ 3,220.00		\$ 110.00	\$ 3,850.00		\$ 75.00	\$ 2,625.00		\$ 52.00	\$ 1,820.00		\$ 98.00	\$ 3,430.00		\$ 165.00	\$ 5,775.00	
SY	53	\$ 16.00	\$ 848.00		\$ 24.00	\$ 1,272.00		\$ 50.00	\$ 2,650.00		\$ 18.00	\$ 954.00		\$ 24.00	\$ 1,272.00		\$ 37.00	\$ 1,961.00	
SY	165	\$ 65.00	\$ 10,725.00		\$ 43.00	\$ 7,095.00		\$ 65.00	\$ 10,725.00		\$ 44.00	\$ 7,260.00		\$ 94.00	\$ 15,510.00		\$ 90.00	\$ 14,850.00	
LS	1	\$ 2,020.00	\$ 2,020.00		\$ 4,000.00	\$ 4,000.00		\$ 5,000.00	\$ 5,000.00		\$ 5,250.00	\$ 5,250.00		\$ 3,100.00	\$ 3,100.00		\$ 6,200.00	\$ 6,200.00	
LS	1	\$ 4,040.00	\$ 4,040.00		\$ 7,100.00	\$ 7,100.00		\$ 8,000.00	\$ 8,000.00		\$ 4,500.00	\$ 4,500.00		\$ 3,100.00	\$ 3,100.00		\$ 3,300.00	\$ 3,300.00	
LF	100	\$ 5.10	\$ 510.00		\$ 6.50	\$ 650.00		\$ 10.00	\$ 1,000.00		\$ 2.50	\$ 250.00		\$ 5.00	\$ 500.00		\$ 6.00	\$ 600.00	
Total			\$ 101,612.00			\$ 132,444.00			\$ 143,095.00			\$ 144,677.00			\$ 146,145.00			\$ 248,954.00	

Meeting Date: 12/17/2018

Information

Subject

Resolution approving contract and bond

Information

The final item to consider is the resolution (packet) approving the contract and bond subject to the City Attorney's review and approval.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-__

A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

WHEREAS, on December 17, 2018, after notice and a hearing as required by law, the City Council of the City of Indianola, Iowa awarded the contract on the 15th Street and East 2nd Avenue Sewer Improvement Project to On Track Construction; and

WHEREAS, the form of the contract has been approved, and it is now appropriate to authorize execution of the final contract and accept the bond provided thereunder, subject to approval by the City Attorney.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the contract and bond for the construction of certain public improvements, described in general as the 15th Street and East 2nd Avenue Sewer Improvement Project and as described in detail in the plans and specifications heretofore are approved, subject to review and approval by the City Attorney. Be it further resolved that the Mayor and City Clerk are authorized to sign the documents on behalf of the City upon approval by the City Attorney, as follows:

Contractor: On Track Construction

Date of contract: _____

Bond surety: _____

Date of bond: _____

PASSED AND APPROVED, this 17th day of December, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 12/17/2018

Information

Subject

Consider approval of a request from Donald and Regina Bendon for a waiver to the sidewalk construction requirements at 1210 South "R" Street. (P&Z unanimously denied on 12/11/18)

Information

Donald and Regina Bendon have requested a waiver to eliminate the requirement for a sidewalk at their new residence located at 1210 South R Street. Section 136.06 of the Code of Ordinances of Indianola, Iowa, requires that before any new dwelling is occupied, a permanent sidewalk shall be built for the entire length of the lot along the sides which abut a street. The subject property is a corner lot located on the northeast corner of South R Street and West 13th Avenue, and the Bendon's are only asking for a waiver from the sidewalk requirement along West 13th Avenue.

Section 136.06.5 of the Code of Ordinances of Indianola, Iowa, allows Council, upon recommendation by the Planning and Zoning Commission, to grant a waiver from this requirement when strict application of the requirements would cause substantial hardship or impose unreasonable restrictions because of natural or physical conditions or limitations not created by the owner or developer. The Bendon's are asking for a waiver for three (3) reasons:

1. There is a primary transformer and other utilities located in the area where the sidewalk is required.
2. The adjacent property to the east for the Deer Run Golf Course, does not have a sidewalk.
3. A lot of dirt had to be removed from their property, and their property is now considerably lower than the adjacent property owned by the Deer Run Golf Course.

Further, Section 136.06.5 of the Code of Ordinances of Indianola, Iowa, states that at such time when conditions or limitations for granting a waiver are eliminated, the owner will be required to install such sidewalk within one-hundred twenty (120) days after notification by the City.

Staff agrees that the property adjacent to the east, and used for the Deer Run Golf Course, does not have a sidewalk and may create a physical limitation to the owner because the sidewalk will terminate at the end of their lot. However, staff disagrees that there is a primary transformer located where the sidewalk is required. The transformer box is located outside of the right-of-way, where the sidewalk is required to be located one (1) foot inside the right-of-way. Also, a sidewalk located on top of other underground utilities is not unique. Lastly, staff disagrees that the dirt being removed from the Bendon's property is a valid reason for a waiver as it was a condition that was created by the owner.

The Planning and Zoning Commission shall recommend to the Council to either approve, approve subject to conditions, or disapprove this waiver request. Staff recommends approval of this waiver with the condition that at which time a sidewalk is placed on the adjacent property to the east, and used for the Deer Run Golf Course, the owner of the dwelling at 1210 South R Street install a sidewalk, at the owners expense, the entire length of their lot line along West 13th Avenue within one hundred twenty (120) days after notification by the City.

The Planning and Zoning Commission unanimously denied the request on December 11, 2018.

Roll call is in order.

Fiscal Impact

Attachments



COMMUNITY DEVELOPMENT

To: Planning and Zoning Commission
From: Charlie E. Dissell, AICP, Community and Economic Development Director
Subject: December 11, 2018 Meeting

Item # 4: Consider request from Donald and Regina Bendon for a waiver to the sidewalk construction requirements at 1210 South R Street.

Donald and Regina Bendon have requested a waiver to eliminate the requirement for a sidewalk at their new residence located at 1210 South R Street. Section 136.06 of the Code of Ordinances of Indianola, Iowa, requires that before any new dwelling is occupied, a permanent sidewalk shall be built for the entire length of the lot along the sides which abut a street. The subject property is a corner lot located on the northeast corner of South R Street and West 13th Avenue, and the Bendon's are only asking for a waiver from the sidewalk requirement along West 13th Avenue.

Section 136.06.5 of the Code of Ordinances of Indianola, Iowa, allows Council, upon recommendation by the Planning and Zoning Commission, to grant a waiver from this requirement when strict application of the requirements would cause substantial hardship or impose unreasonable restrictions because of natural or physical conditions or limitations not created by the owner or developer. The Bendon's are asking for a waiver for three (3) reasons:

1. There is a primary transformer and other utilities located in the area where the sidewalk is required.
2. The adjacent property to the east for the Deer Run Golf Course, does not have a sidewalk.
3. A lot of dirt had to be removed from their property, and their property is now considerably lower than the adjacent property owned by the Deer Run Golf Course.

Further, Section 136.06.5 of the Code of Ordinances of Indianola, Iowa, states that at such time when conditions or limitations for granting a waiver are eliminated, the owner will be required to install such sidewalk within one-hundred twenty (120) days after notification by the City.

Staff agrees that the property adjacent to the east, and used for the Deer Run Golf Course, does not have a sidewalk and may create a physical limitation to the owner because the sidewalk will terminate at the end of their lot. However, staff disagrees that there is a primary transformer located where the sidewalk is required. The transformer box is located outside of the right-of-

way, where the sidewalk is required to be located one (1) foot inside the right-of-way. Also, a sidewalk located on top of other underground utilities is not unique. Lastly, staff disagrees that the dirt being removed from the Bendon's property is a valid reason for a waiver as it was a condition that was created by the owner.

The Planning and Zoning Commission shall recommend to the Council to either approve, approve subject to conditions, or disapprove this waiver request. Staff recommends approval of this waiver with the condition that at which time a sidewalk is placed on the adjacent property to the east, and used for the Deer Run Golf Course, the owner of the dwelling at 1210 South R Street install a sidewalk, at the owners expense, the entire length of their lot line along West 13th Avenue within one hundred twenty (120) days after notification by the City.

BENDON INDIANOLA MECHANICAL LLC
710 WEST THIRD AVENUE
INDIANOLA, IOWA 50125
515-961-7924

November 27, 2018

Building and Zoning
City Hall
110 North First
Indianola, Iowa 50125

Attn: Charles Dissell
Re: Sidewalk

Dear Charles:

We would like to submit an application for a "variance" to eliminate the sidewalk for West 13th Avenue, Indianola, Iowa.

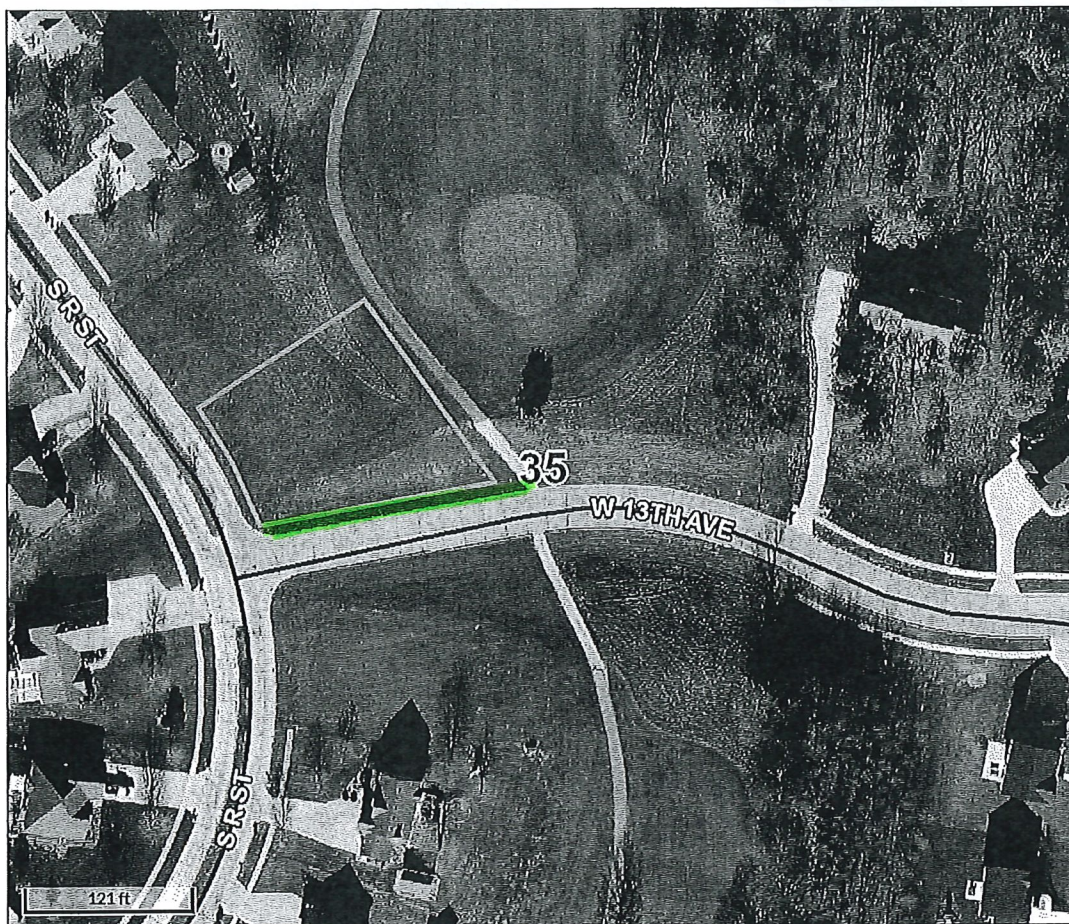
We have three reasons for asking for this variance.

1. IMU primary transformer is located there as well as the utilities.
2. The adjacent property is Deer Run Golf Course and therefore there is not a sidewalk to connect to.
3. Due to the fact that we had to remove a lot of dirt our property is now considerably lower than the adjacent property of Deer Run Golf Course.

Thank you for your consideration on this matter and if we need to submit anything else, please let us know.

Sincerely,


Donald Bendon & Regina Bendon



Overview



Legend

Roads

— <all other values>

Interstate

Highway

Ramp

County Gravel

County Level B

County Level C

City Gravel

City Street

Private Street

Corporate Limits

Political Township

Sections

Major Roads

County Hwy

State Hwy

US Hwy

Interstate

Water

Parcel ID 48195000042

Sec/Twp/Rng n/a

Property Address 1210 S R ST
INDIANOLA

District 48300

Brief Tax Description 35-76-24 DEER RUN PCL E LOT 4
(Note: Not to be used on legal documents)

Alternate ID 48195000040

Class R

Acreage n/a

Owner Address BENDON, DONALD/REGINA

710 W 3RD AVE

INDIANOLA IA 50125

Date created: 11/30/2018

Last Data Uploaded: 11/30/2018 7:55:28 AM

Developed by **Schneider**
GEOSPATIAL

Meeting Date: 12/17/2018

Information

Subject

Discussion and direction regarding a request from Mr. and Mrs. Cooper about previous sewer billings

Information

In your packet is a request from David and Natasha Cooper to be placed on the agenda to appeal the \$1,848 sewer charge back bill. Also included in your packet is a letter to the Coopers, the sewer policy statement and a table showing the sewer usage regarding 1321 S. Jefferson Way from Rick Graves, WPC Superintendent.

In reviewing the billing system for residents that are paying for water but not sewer, they came across the property at 1321 S. Jefferson that is hooked into the city's sewer system but not paying the appropriate sewer charge since November 2014. The policy (packet) states the city can back bill up to 60 months for the cost of sewer but not more than the cost of a 12-month period preceding the discover of the error, unless otherwise ordered by the governing body.

Rick recommended the following:

- The next utility bill and future bills will have a sewer charge added to it
- The Cooper's will be getting a back billed for the past 12 months of usage which totals \$1,824.55
- If the Cooper's wish, they can set up a payment plan not to exceed 12 month with no interest or penalty per the policy

Fiscal Impact

Attachments

Cooper Request
Information

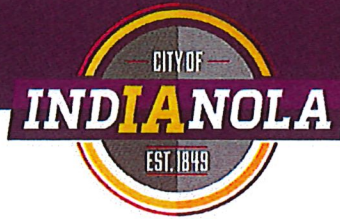
Ryan Waller

From: Natasha Cooper <nlcoopernbct@msn.com>
Sent: Friday, December 7, 2018 3:08 PM
To: Ryan Waller
Subject: Council Meeting Dec. 17th

My husband David and I would like to be put on agenda for next city council meeting. We would like to be put on the agenda to appeal the \$1848 sewer charge back bill. We recently were made aware of a leak which made the water use triple from the previous years which of course increased the sewer fees. We have taken several steps to take care of the leak.

Thank you!

Natasha



WATER POLLUTION CONTROL

November 20, 2018

Natasha Cooper
1321 S Jefferson Way
Indianola, IA 50125

Ms. Cooper,

In reviewing the billing system for the residents that are paying water but not sewer, we came across your property that is hooked into the city's sewer system but not paying the appropriate sewer charge since November 2014.

According to City Sewer Policy Statement (enclosed), the city can back bill you up to 60 months for the cost of sewer but not more than the cost of a 12-month period preceding the discover of the error, unless otherwise ordered by the governing body.

With the identification of your sewer line and the city policy, I will be recommending:

- a. Your next utility bill and future bills will have a Sewer charge added to it.
- b. You will be getting back billed for the past 12 months of usage which totals \$1,824.55. The attached utility history below shows the usage for this time period and cost per month.
- c. If you wish, we can set up a payment plan not to exceed 12 months with no interest or penalty per the policy.

If you have any questions, please don't hesitate to call me.

Sincerely,

Rick Graves
WPC Supt.
City of Indianola

Sewer Policy Statement

Purpose

The purpose of this policy is to provide for the implementation of Chapter 99.04 of the Code Of Ordinances pertaining to the basis for establishing user charges for sewer services. Nothing in this policy shall be construed to apply to or interfere with other chapters of the Code of Ordinances for sewer services.

Policy Statement

In the event that it is discovered that a meter multiplier has been incorrectly applied to a customer's consumption, a meter has been read incorrectly, the appropriate rate schedule has not been applied, a meter was not connected correctly, or in other similar circumstances, a refund or back bill shall be issued.

Whenever an incorrect reading of a meter, incorrect application of a rate schedule, incorrect meter connection or other similar reason occurs, the City shall make a refund for any overcharge or shall back bill for any undercharge. A refund or back billing shall be calculated using the actual consumption for (1) the proceeding 60 months from the time the error was identified, or (2) for the period from the establishment of the current account holder to the time the error was identified, whichever is less. The maximum refund or back bill shall not exceed the amount of the actual consumption multiplied by the rate for like charges in the twelve (12) months preceding the discovery of the error, unless otherwise ordered by the governing body.

For any back bill issued under this policy, the customer shall be offered a payment plan agreement with repayment terms up to 12 months without interest or penalty. Any requested payment plan exceeding 12 months shall require Council approval. Failure to complete repayment will not lead to disconnection of services, but will lead to appropriate legal action being initiated by the city. The payment plan agreement shall also provide for complete repayment upon the closing of that customer's account. Any agreement with terms exceeding these must be approved by the City Council.

Adopted by City Council on August 6, 2007. Amended by City Council on August 7, 2017.

Natasha Cooper Sewer Usage
1321 S Jefferson Way

Year 1 11-17 to 10-18	Year 2 11-16 to 10-17	Year 3 11-15 to 10-16	Year 4 11-14 to 10-15
\$1,827.30	\$652.62	\$439.02	\$406.42

The dollar amounts above represent the yearly cost for sewer charges since the city identified the resident was not paying for Sewer on her utility bill.

Meeting Date: 12/17/2018

Information

Subject

Discussion and consideration of a resolution creating the position of Administrative Clerk

Information

In January 2017, the City and IMU restructured utility billing services in order to accommodate the future plans for the fiber expansion project. As has been made aware, IMU is moving the Utility Services Representatives to their new building, the Customer Service Center, in January 2019. This is being done in order to accommodate the business associated with the fiber expansion project. As part of this move, IMU provided notice to the City that they will no longer be able to provide certain services to the City. As a result, the City will no longer have coverage at the front desk to answer the phone, greet guests, perform accounts receivables, process mail and other duties.

Council will need to consider the resolution (packet) creating the position of Administrative Clerk. In your packet is Melissa McCoy, Human Resources Director, memo and the job description. This position will provide the City what it needs to continue to service the public. Highlights of the position include:

- Performs receptionist and customer service duties; answers the telephone, greets visitors, accepts monies
- Performs data entry and typing into a computer from a variety of sources including accounting, payroll, HR and City Manager.
- Process the mail
- Maintain daily balances on cash, drawer and maintain records
- Performs duties as needed and directed in the absence of the Accounts Payable Clerk and City Clerk
- Prepare for audits as scheduled
- Serve as a Notary Public when needed

Roll call is in order.

Fiscal Impact

Attachments

Memo

Job Description

Resolution



HUMAN RESOURCES

Date: December 17, 2018

To: Mayor and Council

From: Melissa McCoy, Human Resources Director

CC: Ryan Waller, City Manager and Andy Lent, Finance Director

RE: Administrative Clerk Position

In January 2017, the City and IMU restructured utility billing services in order to accommodate the future plans for the fiber expansion project. At that time, the Cashier, Clerk and Utility Billing positions were transferred to IMU and are currently titled, Utility Services Representatives. These employees have been located in City Hall and are responsible for not only utility billing services duties, but also accounts receivable, processing mail, greeting guests and other additional duties.

As has been made aware, IMU is moving the Utility Services Representatives to their new building, the Customer Service Center, in January 2019. This is being done in order to accommodate the business associated with the fiber expansion project. As part of this move, IMU provided notice to the City that they will no longer be able to provide certain services to the City (previously shared with the City Council on 11/7/18, 11/9/18 and 11/14/18). As a result, the City will no longer have coverage at the front desk to answer the phone, greet guests, perform accounts receivables, process mail and other duties.

In accordance with Council direction, staff met with IMU representatives to review these duties. Attached is a job description for the Administrative Clerk position. This position will provide the City what it needs to continue to service the public. Staff has surveyed other metro communities with like positions and recommends this position be classified at range CE4, beginning at \$18.09 per hour to a maximum of \$23.45 per hour. The total salary and benefits cost, starting at \$18.09 per hour, is \$71,532 annually. Funding for this position would come from the previous allocation going to IMU for the above functions.

City staff are recommending Council approval on a new Administrative Clerk position to perform the duties the City will be losing as a result of the changes with IMU. These duties are vital to the day-to-day operations of the City of Indianola.

INDIANOLA

EST. 1849



JOB DESCRIPTION

POSITION: ADMINISTRATIVE CLERK
DEPARTMENT: FINANCE
REPORTS TO: DIRECTOR OF FINANCE

CIVIL SERVICE: NO
FLSA STATUS: NON-EXEMPT
PAY GRADE: CE 4

SUMMARY:

Performs a wide variety of administrative, technical office and clerical duties. Work requires coordination and implementation of assigned and special projects, semi-independent judgment, problem solving, and the ability to establish and maintain effective working relationships both external and internal to the City organization. Job entails receptionist duties, billing, word processing, database work, GIS programs, other general clerical duties and other work as assigned.

SUPERVISES:
N/A

EQUIPMENT USED:
Standard office equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive.

- Performs receptionist and customer service duties; answers the telephone, greets visitors, screens and routes telephone calls, provides information on department or division operations and activities, accepts monies, provides information on City policies and procedures as required, follows up to ensure customer question or issue is responded to appropriately.
- Performs data entry and typing into a computer from a variety of sources including accounting, payroll, HR and City Manager. Verifies data for accuracy and completeness. Filing and other clerical duties as directed.
- Types and proofreads a variety of routine and standard documents, lists and forms including general correspondence, standard reports, newsletters, brochures and memoranda from rough draft, standard formats or verbal instruction.
- Processes the mail; receives, sorts and distributes incoming and outgoing correspondence and packages. May be required to pick up mail or take mail to post office.
- Maintain daily balances on cash, drawer and credit card accounts.
- Prepare daily bank deposits.
- Accurately prepare bank deposits and maintain records.
- Counts monetary receipts, in addition to receipting funds received from all departments into the financial system.
- Receives and counts cash and balance receipts.
- Perform duties as needed and directed in the absence of the Accounts Payable Clerk

- Prepare for audits as scheduled, cooperates with outside auditors in gathering information to complete the annual audit.
 - Perform duties as needed and directed in the absence of the City Clerk; which could include acting as the recording secretary for various meetings during and after regular business hours as well as assembling council packets for distribution to elected officials, staff and media; responsible for the timely posting of meeting notices as required by Code.
 - Serve as Notary Public when needed.
 - Assists individuals in the office waiting for interviews, appointments, information, licenses, permits and notarization; provides direct assistance or directs inquiries to correct department or person.
 - Maintains adequate office supplies in accordance with the purchasing policy.
 - Performs duties pertaining to confidential data and information. Maintains confidentiality.
 - Assures that all work performed meets the City's standards for customer service, accuracy, quality and efficiency.
 - Follows OSHA procedures to ensure safety policies and procedures are enforced for the protection of the crews, co-workers and public.
 - Performs other duties and responsibilities as assigned.
-

MINIMUM REQUIREMENTS:

- High school graduation or GED. Prefer additional courses in computer and office operation.
 - Minimum of two (2) years experience in receptionist/clerical type work including accounts receivable, data entry, word processing, customer service and prefer payroll. Any equivalent combination of experiences and training which provides the required knowledge, skills and abilities will be considered.
 - Valid driver's license and good driving record.
 - Ability to handle difficult situations.
 - Ability to maintain important deadlines and schedules.
 - Ability to think logically and follow written, verbal or diagrammatic instructions using several abstract or concrete variables.
 - Ability to make appointments and process mail, ability to compose original correspondence, and have substantial contact with people.
 - Considerable knowledge of modern office procedures and practices; ability to operate computer hardware and software in an efficient and effective manner.
 - Ability to establish and maintain an effective working relationship with supervisors, co-workers, and the public; ability to handle a wide array of social situations.
 - Ability to comprehend and implement departmental policies, routines and standard operating procedures; ability to address issues involving confidential information.
 - Ability to work independently and make sound decisions.
 - Subject to a post-offer drug and alcohol screening and background check.
-

ENVIRONMENTAL CONDITIONS:

- The work is performed in a typical office or administrative environment. The worker is not substantially exposed to adverse environmental conditions.
-

PHYSICAL REQUIREMENTS:

- Standing, walking, finger dexterity, talking, hearing, and repetitive motions.
 - Sitting approximately 60 percent of the time.
 - Standing approximately 20 percent of the time.
 - Walking/Standing approximately 20 percent of the time.
 - Requires the exertion of up 10 pounds routinely to lift or otherwise move objects.
-

VISION REQUIREMENTS:

- The minimum standard for use with those whose work deals largely with preparing and analyzing written information.
-

EQUAL OPPORTUNITY EMPLOYER:

The City of Indianola is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages prospective employees and incumbents to discuss potential accommodations with the employer.

The City of Indianola reserves the right to change this job description at any time.

EMPLOYEE ACKNOWLEDGEMENT:

I acknowledge receiving a copy of my job description. I understand the requirements, essential functions and duties of my position. I understand that should I have any questions regarding my position, I should ask my supervisor or human resources.

Print Name

Signature

Date

RESOLUTION NO. 2018-

**RESOLUTION CREATING THE POSITION OF ADMINISTRATIVE
CLERK**

WHEREAS, the City Indianola, Iowa, and IMU restructured utility billing services to accommodate the future plans for the fiber expansion project; and

WHEREAS, with this restructure, the Cashier, Clerk and Utility Billing positions were transferred to IMU and titled Utility Services Representatives; and

WHEREAS, these employees have been located at City Hall and are responsible for utility billing services, accounts receivables, greeting guests and other duties; and

WHEREAS, IMU is moving their Utility Services Representatives to their new building to accommodate the business associated with the fiber expansion project; and

WHEREAS, IMU has provided notice to the City that they will no longer be able to provide certain services, as a result, the City will no longer have coverage at the front desk; and

WHEREAS, the City of Indianola, Iowa, has created an Administrative Clerk position to perform the duties the City will be losing as a result of the changes with IMU.

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

That the Administrative Clerk position is approved.

PASSED this

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 12/17/2018

Information

Subject

City Manager's Report - Ryan Waller

* Receipt and file correspondence from November 30 and December 7, 2018

Information

In your packet are the November 30 and December 7, 2018 weekly updates from Ryan Waller, City Manager.

Roll call receiving and filing correspondence from the weekly update reports is in order.

Fiscal Impact

Attachments

Waller Weekly 113018

Budget Memo

Council E-mail 112118

Council E-mail 112918

Magellan 112618

FEMA Letter

IMU Flyer

Prairie Glynn

Draft December 17 Agenda

Draft January 7 Agenda

Expired Permit Listing 112518

Prop Main 112518

Distinguished Budget Award

Waller Weekly 120718

Governor's Luncheon 120418

Mediacom 120418

National Balloon Classic 120318

DM Corporate Games 120418

Expired Permit Listing 120218

PM Listing 120218

Draft January 7, 2019 120718

Helping Hand Invite

Draft 121818 Agenda 120718

Sewer Letter

Diana Bowlin

From: Ryan Waller
Sent: Friday, November 30, 2018 3:04 PM
To: All Department Heads
Cc: Amy Beattie
Subject: FW: Waller's Weekly 11.30.18
Attachments: Magellan 112618.pdf; FEMA Letter.pdf; Council Email 11.21.18.pdf; Council Email 11.29.18.pdf; IMU Flier.jpg; Prairie Glynn.pdf; Budget Prioritization Memo.pdf; Draft December 17, 2018 Agenda.docx; Draft January 7, 2019 Agenda.doc; Expired Permit Listing 11252018.pdf; Prop Main. Database week of 11252018 .pdf; Distinguished Budget Award.pdf

All,

Here is this week's update email. Congratulations again on the news of the budget award! As always, if there are any questions or items your department would like included, please let me know.

Have a great weekend!

Thank you for all you do for our community!

Ryan

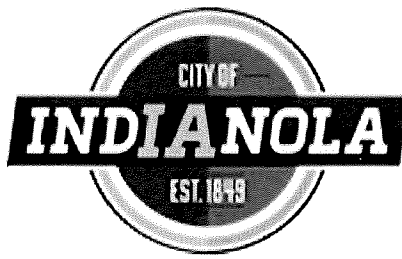
From: Ryan Waller
Sent: Friday, November 30, 2018 2:57 PM
To: John Parker <jparker@indianolaiowa.gov>; Bob Kling <bkling@indianolaiowa.gov>; Shirley Clark <sclark@indianolaiowa.gov>; Kelly Shaw <kshaw@indianolaiowa.gov>; Greg Marchant <GMarchant@indianolaiowa.gov>; Joe Gezel <jgezel@indianolaiowa.gov>; Greta Southall <gsouthall@indianolaiowa.gov>
Cc: 'Doug Fulton' <Doug.Fulton@brickgentrylaw.com>; Ryan Waller <rwaller@indianolaiowa.gov>
Subject: Waller's Weekly 11.30.18

Good afternoon, all.

I hope this finds everyone well. Below/attached are items comprising this week's update email. As always, 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

Distinguished Budget Award - As you may recall, last year the City received its first ever Distinguished Budget Award. Attached, please find correspondence that we received just today announcing that for second year in a row, the City has received this prestigious award! This is a wonderful testament to your leadership and the hard work, dedication and fiscal stewardship of the City Staff. Special recognition goes to Andy, LuAnn and Skye for their work in putting together the presentation document and preparing the necessary submission materials. The enclosed press release has been shared with local media and provided on the City's website and social media outlets. This is outstanding news!

IMU Administrative/Customer Service Location – Attached, please find a flier that is being distributed to provide notice of the relocation of IMU's Administrative and Customer Service Offices. As noted in the flier, the move is expected by the end of the year. This will be the new location for residents to go to sign up for utilities, pay bills, and have questions answered regarding bills. City and IMU staff are meeting next week to go over logistical items required of the relocation.

Harvest Innovations - Rachel and I have been working on scheduling meetings with business owners in the Industrial Park. This week we had a meeting with key officials at Harvest Innovations. The focus of these meetings are to better understand the business' needs and, if possible, assist with those issues. It was a positive meeting and we are working to assist in providing some information that was requested.

Prairie Glynn Subdivision – Attached, please find an email that was received regarding the prospective sale of Prairie Glynn Plat 1.

Claims - The Finance Department will be making some adjustments in how they will be handling claims during the first two weeks of the new year. This is due to our administrative/bookkeeper taking a two-week vacation for a mission trip with her church. Since other potential support staff from IMU will be unavailable due to their workload involving their move, maternity leave and utility billing, claims for the January 7th meeting will be processed as much as possible prior to December 28th. Any claims received after this date will likely be processed for the January 21st meeting. There will likely be no noticeable

difference for the Council other than a difference in the normal number of claims for the January meetings, but we wanted to be sure you were aware of the situation.

Prioritization Worksheet – Just a friendly reminder that the prioritization worksheet that was distributed at the November 19th Council Study Session is due to Finance by December 7th. If needed, a copy of this document is attached for you use.

City Mail – Attached please find pieces of mail received on behalf of the City (attachments are labeled “FEMA Letter” and “Magellan 112618”). Both pieces of correspondence have been routed to the appropriate departments.

Council Emails – Attached are copies of two emails I sent to the City Council since the last weekly update email.

Upcoming City Council Agendas – Attached, please draft agenda documents for upcoming meetings. As a reminder, these are fluid documents that can change on a regular basis (i.e. some items may get added/rescheduled due to Council direction as well as other factors that may or may not be within the control of the City departments). If there are items that you would like more information on, please let me know.

Community Development Updates - Attached are various updates provided by Community Development. Please note that the property maintenance report does not show those properties that have been provided to legal counsel for the next step in the enforcement proceedings.



Below you will find several "Parking Lot" items that are being presented for consideration as part of the budget process. As you will note, these items are new items that are the result of work performed in connection with the strategic plan, Council directives, and other goals established by the City Council. In the space below, please prioritize these items. The prioritization of the items will assist staff when compiling the FY20 budget for Council approval. We understand that you would like to give every program a high priority, but please do not repeat the rankings (i.e. no more than one "1"). For tracking, please print your name at the bottom.

Also, we have discovered that the City has two Mission Statements, which you will find on the reverse side. Please note your preference for one or suggest a new statement. These will be reviewed with you later.

You will notice that blank spaces are provided. If there are new programs or initiatives that you would like to present, please note in the provided space. These items and rankings will be presented at the Council Study Session on December 17 for further discussion and direction.

Please submit this handout by December 7th.

____ Additional Public Safety Staffing: (on-going costs)

- Police: \$500,000 spread over 2-5 years
- Fire: \$100,000 spread over 3 years
- EMS: \$600,000 spread over 3 years

____ School Resource Officer: (\$52,000 assuming split 50/50 with school district)

____ City Hall/Public Safety Building Analysis (\$60,000)

____ Facility Maintenance Contract: (researching)

____ Square Assessment Follow-up (engineering and construction cost estimates)

____ Accounting System Upgrade (eLation or Civic System Upgrade): (currently evaluating)

____ Possible Staffing due to IMU Change in Mission and Move: (researching)

____ Staffing Study for IT and Community Development Department: (\$60,000)

____ Swimming Pool Assessment Study: (researching)

____ Trail Prioritization Study: (\$5,000)

Name: _____

Mission Statement -1

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

Mission Statement – 2

The City of Indianola and the Indianola Municipal Utilities will cooperatively provide essential, high-quality, and cost-effective services that give opportunities for residents to pursue the highest possible quality of life.

We Value...

- A dedicated, creative, professional, and skilled workforce including appointed and elected officials that possess integrity and perform their duty in an ethical and impartial manner;
- A safe and efficient workplace and community;
- Attaining a high level of customer service;
- Sustainable service delivery based on research and foresight;
- Protection and responsible use of natural resources;
- Affordable rates that balances needs in the community;
- Working as partners within our community and with out entities;
- Fairly and consistently imposing and applying regulatory actions;
- Providing equal access to resources that benefit people’s lives;
- Citizens that are knowledgeable and engaged in our community.

Mission Statement – 3

Ryan Waller

From: Ryan Waller
Sent: Wednesday, November 21, 2018 3:01 PM
To: Shirley Clark
Cc: John Parker; Bob Kling; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall; Ryan Waller; Doug Fulton
Subject: Re: Waller's Weekly 11.21.18

Hi Shirley.

I hope you're well. Thanks for the question. I have copied the rest of the council on this email in the event others have the same or similar questions.

The concept that was provided was an design rendering only. The full set of construction plans would have those details.

As you may recall, the State is doing the review of the detailed plans to ensure compliance with all the codes (would also include ADA compliance). Nevertheless, our next construction logistical meeting with County construction officials has not been set but when we have this next one I'll be sure to ask for the general location.

Thanks again for the question.

Have a great Thanksgiving!

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
[110 N. 1st Street – Indianola, Iowa 50125](#)

On Nov 21, 2018 at 2:41 PM, <[Shirley Clark](#)> wrote:

Ryan, question regarding Justice Center. Where is the handicap entrance?

Shirley J. Clark
City Council Member at-large

On Wed, Nov 21, 2018 at 9:51 AM -0600, "Ryan Waller" <rwaller@indianolaiowa.gov> wrote:

Good morning, all.

Here is this week's update email. If there are any questions, please let me know. On behalf of my family, I would like to wish you all a safe and very happy Thanksgiving! Liz, Hayden, Emma and I are truly blessed and extremely thankful to be a part of the Indianola community.

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Jail/Courthouse Meetings – This week was a busy week with meetings concerning the Jail/Courthouse. On Tuesday morning, Indianola residents and business owners met with the architects to share feedback on the architectural aesthetics of the proposed building. Attached, please find a copy of a powerpoint the County's design team from Shive-Hattery shared with this group. Later in the morning, City and IMU staff met with project team members to continue our discussions over construction logistics. These meetings are common for construction projects and are primarily focused on sharing information that are important to the project (i.e. location of utilities, measurements, contemplated plans, phasing questions, etc). As mentioned in a previous weekly email update, this latter meeting is one that will continue on a regular basis.

Sewer Customers – As part of some routine reviews, City Staff learned of another property that has been connected to the City's sanitary sewer system since at least 2014, but has not been paying. Water Pollution Control has sent out a notice to the customer providing notice that back payment (pursuant to City policy), as well as on-going payment is required.

City Hall Hours – A friendly reminder that City Hall will be closed on Thursday (11/22) and Friday (11/23) for the Thanksgiving holiday.

Ambulance Billing – The City's ambulance billing provider just closed out the collection report for the month of October. As part of their efforts, reported collections for this month was \$53,977.

Presentations – Attached, please find the two presentations from Monday's Council meeting.

Upcoming City Council Agendas – Attached, please draft agenda documents for upcoming meetings. As a reminder, these are fluid documents that can change on a regular basis (i.e. some items may get added/rescheduled due to Council direction as well as other factors that may or may not be within the control of the City departments). If there are items that you would like more information on, please let me know.

Community Development Updates - Attached are various updates provided by Community Development. Please note that the property maintenance report does not show those properties that have been provided to legal counsel for the next step in the enforcement proceedings.

Ryan Waller

From: Ryan Waller
Sent: Thursday, November 29, 2018 9:04 AM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Charlie Dissell
Subject: Distance Requirements

Good morning, all.

I hope you are all having a great morning. Staff received a question about the required distance a liquor/bar/brewery establishment must be from a school and/or place of worship. This was asked because of a post on Facebook about a possible brewery.

The distance required by City Code is 150 ft from building to building. This is something that we would review if/when an application is made for the liquor application. We would also do a code compliance review when a building permit application is submitted. To date, no one representing the location referenced on Facebook (Unique Décor and More/Crimson Anchor building) has contacted the City so we cannot speak on whether this is anything more than a rumor. We have had, however, conversations with a brewer who is looking at a different location on the Square.

We appreciate the question.

Have a great day!

Ryan

Safety is our top priority. Please tell us how we are doing.

After reading the enclosed brochure:

La seguridad es nuestra principal prioridad. Por favor, díganos cómo lo estamos haciendo.

Después de leer el folleto adjunto:

333Z-MEKM

WebCode

333Z-MEKM

*****AUTO**5-DIGIT 501
INDIANOLA (CITY OF)
CURRENT MAYOR
OR KELLY SHAW
PO BOX 299
INDIANOLA IA 50125-0299

S31 P4
3919
3919 AV 0.393



OFFICE OF CITY CLERK

NOV 26 2018

INDIANOLA, IOWA



NAME /NOMBRE

ADDRESS /DIRECCIÓN

CITY /CIUDAD

STATE /ESTADO

ZIP CODE/CÓDIGO POSTAL

E-MAIL /EMAIL

PHONE/TELÉFONO
(XXX)

XXX

XXXX

Ext.

1. Do you know how to identify a pipeline in your area?
☐ Yes ☐ No
2. Are you aware that you need to call the one call center or 811 (a toll free service) before every digging project?
☐ Yes ☐ No
3. Are you confident in your ability to recognize a leak and how you should respond during that event?
☐ Yes ☐ No
4. Do you believe that Magellan has been doing a good job of informing people like you about pipeline safety?
☐ Yes ☐ No

1. ¿Sabes cómo identificar a un oleoducto en la zona?
☐ Sí ☐ No
2. ¿Es usted consciente de que necesita llamar a un centro de llamadas o 811 (un servicio gratuito) antes de cada proyecto de excavación?
☐ Sí ☐ No
3. ¿Confía usted en su capacidad para reconocer una fuga y cómo responder en ese caso?
☐ Sí ☐ No
4. ¿Cree usted que Magellan ha estado haciendo un buen trabajo de informar a la gente como usted sobre seguridad de las tuberías?
☐ Sí ☐ No

Give us your feedback. Envíenos sus comentarios.

COMMENTS/COMENTARIOS:

INCIDENT RESPONSE CHECKLIST



MAGELLAN
MIDSTREAM PARTNERS, L.P.

Magellan Pipeline Company, L.P.
Magellan Ammonia Pipeline, L.P.
Magellan Pipeline Holdings, L.P.
Magellan Terminals Holdings, L.P.
Magellan Crude Oil Pipeline Company, L.P.
Magellan Operating Company, L.P.

Pipeline operators will concentrate on shutting down pipeline facilities. Responders should focus on protecting the public and isolating or removing ignition sources.

ASSESS THE SITUATION

☐ Approach with caution from upwind/crosswind location

- Do not walk or drive into a vapor cloud or puddle of liquid
- Use air-monitoring equipment
- Note conditions of hazard, weather, surrounding community and available resources
- Don't park over manhole or storm drain

☐ Secure the scene, deny entry to unauthorized persons

☐ Employ NIMS and Incident Command System

☐ Identify hazards

- Locate pipeline marker sign: product, operator, 24-hour emergency phone number
- Contact pipeline operator: provide location, your name and phone number

PROTECT PEOPLE, PROPERTY AND THE ENVIRONMENT

☐ Establish isolation zones and set up barricades

☐ Evacuate people or shelter in place

- Refer to DOT **Emergency Response Guidebook**
- Administer first aid

☐ Eliminate ignition sources

☐ Control fire, vapor and/or leak

- Let primary fire burn
- Cool surrounding structures
- Beware of hot spot reignition

CALL FOR ASSISTANCE OF TRAINED PERSONNEL

☐ Contact your local emergency management organization

☐ Call the pipeline operator

- **Call Magellan's 24-hour Emergency Number: 800-720-2417**
Provide the following information:
 - Exact location of the pipeline release
 - Name and phone number of the primary contact person

WORK TOGETHER WITH PIPELINE OPERATOR



INCIDENT RESPONSE

- ☐ Always approach from upwind/park vehicle a safe distance away/if vehicle stalls – **DO NOT** attempt to restart
- ☐ Control/deny entry: vehicle, boat, train, aircraft, foot traffic, media – refer all media questions to pipeline representatives
- ☐ Gather information/establish incident command/identify command structure
- ☐ Initiate communications with pipeline company representative ASAP

RISK CONSIDERATIONS

- ☐ Type/volume/pressure/location/geography of product
- ☐ Environmental factors – wind, fog, temperature, humidity
- ☐ Sight, sound, smell – indicators vary depending on product
- ☐ Black, dark brown or clear liquids/dirt blowing into air/peculiar odors/dead insects around gas line/dead vegetation
- ☐ Rainbow sheen on the water/mud or water bubbling up/frozen area on ground/frozen area around a gas meter
- ☐ Other utility emergencies

PIPELINE MARKERS

The U.S. Department of Transportation (DOT) requires the use of signs to indicate the location of underground pipelines. Markers like these are located on road, railroad, and navigable waterway crossings. Markers are also posted along the pipeline right-of-way. Markers may not be located directly over the pipeline it marks.

THE MARKERS DISPLAY:

The material transported in the pipeline

The name of the pipeline operator

A telephone number where the operator can be reached in the event of an emergency



PRODUCT HAZARDS AND CHARACTERISTICS

Petroleum

- ☐ Flammable range may be found anywhere within the hot zone
- ☐ H₂S can be a by-product of crude oil

Propane, Butane and Anhydrous Ammonia*

- ☐ Flammable range may be found anywhere within the hot zone
- ☐ Products cool rapidly to sub-zero temperatures once outside the containment vessel
- ☐ Vapor clouds may be white or clear

- * Caustic - Can freeze/burn skin
- * Expands Rapidly
- * Liquid to a fog gas state!

TYPE 1 PRODUCTS	FLASH POINT	IGNITION TEMPERATURE
Gasoline	-45 °F	600 °F
Jet Fuel	100 °F	410 °F
Kerosene	120 °F	425 °F
Diesel Fuel	155 °F	varies
Crude Oil	25 °F	varies
TYPE 3 PRODUCTS	FLASH POINT	IGNITION TEMPERATURE
Propane	-150 °F	920-1120 °F
Butane	-60 °F	725-850 °F
Anhydrous Ammonia	-51 °F	1204-1560 °F

Magellan's 24-hour Emergency Number: 800-720-2417



Federal Emergency Management Agency

Washington, D.C. 20472

OFFICE OF CITY CLERK

NOV 21 2018

November 14, 2018

INDIANOLA, IOWA

The Honorable Kelly Shaw
Mayor, City of Indianola
Post Office Box 299
Indianola, Iowa 50125

Case No: 15-07-0898V
Community: City of Indianola,
Warren County, Iowa
Community No.: 190275
Effective Date: November 17, 2018
LOMC-VALID

Dear Mayor Shaw:

On November 16, 2018, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued new or revised Flood Insurance Rate Map (FIRM) panels within your community. This letter identifies the Letter of Map Change (LOMC) actions [i.e., Letters of Map Amendment (LOMAs) and Letters of Map Revision-based on Fill (LOMR-Fs)] for properties and/or structures located in your community that are still valid as of the effective date shown above. Any revalidation letters previously issued for your community have been superseded as of the effective date listed above.

All effective LOMCs within your community have been reviewed, including LOMCs located in areas not revised during this FIRM update. LOMAs and LOMR-Fs for which the original determination has not been superseded by new or revised information will remain in effect until superseded by a subsequent LOMC or by a revision to the FIRM panel on which the property and/or structure is located.

The enclosed table lists the FEMA case number, issue date, project identifier, and FIRM panel number for the LOMCs revalidated by this letter. Please refer to the original determination document to obtain the details of the outcome for the properties and/or structures included in the determination (such as flood zone, base flood elevations, property elevations, etc).

Letters of Map Revision (LOMRs) previously issued for FIRM panels that were revised by the recent map update for your community have either been incorporated into the revised FIRM or have been superseded by the revised FIRM. LOMRs issued for FIRM panels that were not revised by the recent map update for your community are not included on the enclosed table and will remain in effect until superseded by a revision to that FIRM panel.

If there is a LOMC not on the enclosed list that you feel should have been revalidated, we encourage you to submit the LOMC for re-determination. When requesting a re-determination, we ask that a cover letter be sent along with a copy of the original determination letter to: LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Re-determinations may also be requested online at <https://www.fema.gov/online-lomc>.

Because these revalidated LOMCs will not be reprinted or distributed to primary map users, such as local insurance agents and mortgage lenders, your community will serve as a repository for this information. We encourage you to disseminate the information reflected by this LOMC-VALID letter throughout your community so that interested persons, such as property owners, local insurance agents, and mortgage lenders, may benefit from the information.

Copies of previously issued LOMCs, if needed, may be obtained from your community's map repository, FEMA's Map Service Center website located at <https://msc.fema.gov>, or by contacting the FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627).

For additional information or questions relating to LOMCs not listed on the enclosed table, or mapping in general, please contact the FMIX at the number provided above.

Sincerely,



Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

cc: LOMC Subscription Service Subscribers
Community Map Repository
Ryan Waller, City Manager, City of Indianola

REVALIDATED LETTERS OF MAP CHANGE FOR CITY OF INDIANOLA, IA

Case No: 15-07-0898V

Community No.: 190275

November 17, 2018

Case No.	Date Issued	Identifier	FIRM Panel Number
03-07-1106A	8/20/2003	ASHTON PARK PLAT 3; LOTS 9-13; 1605, 1607, 1609, 1701, 1703 E. BOSTON	19181C0285F
09-07-0388A	3/5/2009	HERITAGE HILLS, PLAT 8, LOT 7 -- 900 WEST SCENIC VALLEY DRIVE	19181C0164F
15-07-0589A	2/5/2015	DEER CREEK PLAT 1 - 1309 WEST 14TH AVE	19181C0277F
16-07-2185A	10/13/2016	SECTION 2, T76N, R24W, 5TH PM -- 7393 115TH AVENUE	19181C0162F
17-07-0663A	1/13/2017	DEER CREEK PLAT 1, LOTS 20, 24 & 27	19181C0277F

IMU Administrative Offices & Customer Service Center

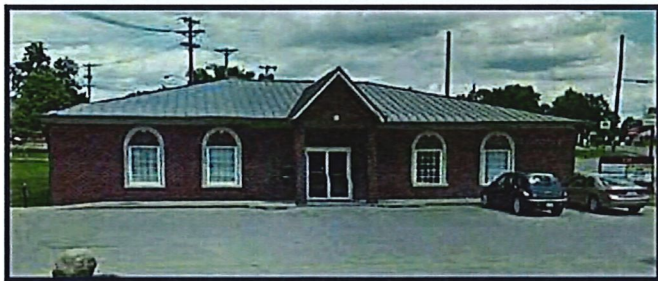
INDIANOLA MUNICIPAL UTILITIES



WE ARE MOVING at the end of the year to
210 West 2nd Avenue • Indianola

WE'RE MAKING SOME CHANGES

- ➡ We will have additional walk up stations to help customers with all their utility and telecommunication needs. This will include signing up for utilities, paying bills, billing questions, and more.
- ➡ As our telecommunication utility continues to ramp up, we will have a demonstration area to showcase our products and services.
- ➡ We have upgraded our system technologies and software to become more efficient and to better serve our customers.
- ➡ We will continue to have two drop boxes for payments. The current drive-up drop box will be moving to our new location. A second drop box will be located within a brick column at the entrance.
- ➡ There will be a multi-purpose room for training, meetings, etc. It will ensure our employees get training as our new products and services continue to launch and improve.



We are excited to share IMU Administrative Offices and our Customer Service Center will be moving to a new location. The newly remodeled facility will allow us to better serve our residents and customers.

We are currently located at 110 North 1st Street (City Hall).

Our **NEW** facility will be located at 210 West 2nd Avenue.

WITH MORE TO COME

- We will be adding the IMU logo alongside the City's on all utility bills.
- We will update the return address on bills to reflect the IMU post office box number.
- In the near future we will be hanging posters on doors and bulletin boards, placing notes on bills, social media, etc. regarding the progress of our move.

We apologize for any confusion while we move, and we look forward to better serving our community and customers in our new location.

Ryan Waller

From: Dave Brown <dbrown@IPE1031.com>
Sent: Thursday, November 29, 2018 3:16 PM
To: Ryan Waller
Subject: Prairie Glynn Plat 1

Ryan,

I wanted to follow up on our discussion about our prospective sale of Prairie Glynn Plat 1. After months of starts and stops we are finally making progress. We hope to close before the end of the year and have been given the green light to reach out to the city concerning this project. The builder is Wade Journey Homes: <https://www.wadejourneyhomes.com/>. You may be interested in the ratings and reviews from this website: <https://www.guildquality.com/WadeJourneyHomes?tab=reviews#more-reviews>.

These are not "low income" homes, but are entry level market rate homes that we have been told will be priced around \$200,000. My understanding is that they build utilizing standard construction techniques but are able to reduce costs through efficiencies of scale and eliminating the basement. They will be making a large investment in the Des Moines metro with projects planned in many other communities, including Norwalk.

Home affordability has been a major issue in recent years and has been one of the primary impediments to growth in communities across the metro. In our view, having homes available in this price point will be a great thing for Indianola and other metro communities. We would like to continue with the development of Prairie Glynn to meet this demand.

We had discussed getting together again on the subject and I would welcome the opportunity if you and/or others would like to visit.

Thanks and I hope all is well.

Regards,

David A. Brown
President
Certified Exchange Specialist



IPE 1031
6150 Village View Drive – Suite 113
West Des Moines, IA 50266
515.279.1111 • 888.226.0400
Fax: 515.279.8788
www.IPE1031.com

December 17, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- City Manager's Report
- PH and resolution approving the amended budget
- UR apps
- 15th Street & Highway 92 Sewer – public hearing, resolution approving plans, specs, etc and resolution awarding contract
- PH rezoning request from Tim Davison
- PH alley request from Tim Davison
- Salaries
- Proposals for the fall/spring clean up
- Discussion and direction for continued design of the waste water treatment plant and trunk sewer
- Personnel Management Guide
- Resolution for surplus property – street department
- P&Z items

December 17, 2018
Draft Council Study Agenda

- DOT presentation concerning 4-lane to 3 lane conversion
- Discuss parking lot items for the FY 20 budget

January 7, 2019
Draft Council Agenda

- Minutes
- Claims
- Applications
- City Manager's Report
- 15th Street & Highway 92 Sewer – resolution approving contract and bond
- Second consideration of a rezoning request from Tim Davison
- Second consideration of an alley request from Tim Davison
- Salaries

Expired Permit #	Permit Date/ Year	Permitte	Owner	Address	Project	Last Inspected	Permit Expired	Date Ltr Sent	Re Apply ?	New Permit #	Date RePerm	DATE Re Inspect/ Finaled	Notes
32	4/9/18	Amie Hale		107 South 19th Court	Pool	8/3/2018	1/30/2019	9/27/2018					Warning Letter advising of expiration if no final inspection
28	4/3/18	Sandy Peterson		1020 Scott Felton Rd	Shed	NONE	9/30/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
26	4/2/18	Joshua Hayes	Jason & Heather Glenn	1012 N 1st Street	Deck	4/2/2018	9/29/2018	9/27/2018	No	No	Extension	10/2/18	Owner old office 10/01 scheduled final inspection - final inspection completed by DC on 10/02/2018 ok and completed.
24	3/30/18	Apex Storal Solutions LLC	Andrew Hart	802 East Hillcrest Ave	28 Storage Units	NONE	9/26/2018	9/27/2018				10/4/18	Andrew came into office to discuss. States inspectors came out several times and said project was ok. Set up reinspection for final with David. Final completed on 10/04/18
25	3/30/18			910 Scott Felton Rd	Egress Windows	4/6/2018	10/3/2018	9/27/2018	No	No	Extension	11/5/18	Warning Letter advising of expiration if no final inspection. Final Inspection set for 11/05/18. CO issued 11/05/18 mailed.
22	3/27/18	Atlas Masonry	Tom Smith	2104 37th St, Des Moines, IA 50310	Repair Brick Store Front	None	9/23/2018	9/27/2018					Emailled the letter to the address provided on the permit as well. 09/26 dustin@atlasasonry.net
19	3/12/18	Midwest Builders	Ross & Sally Dale	615 E Scenic Valley	Alteration	None	8/30/2018	10/5/2018					Owner called in stating this project was complete. 641-660-2066 Ross Dale
16	3/1/18	Steve Westra		1111 E Gerard Ave	Pool	5/21/2018	11/17/2018	10/5/2018	No	No	Extension	11/5/18	Warning Letter Sent of expiration prior to winter. Owner called in on 11/05/18 requesting a final inspection. Scheduled for 11/05/18
15	2/23/18	Jope Jolliff		701 N 1st St Mail To: 15397 90th Ave	Home Alteration	3/5/2018	9/1/2018	10/5/2018 Returned 10/23 Remailed 10/31					Return notice sent letter back. Recvd 10/23/18. Warren Co shows 15397 90th Ave. Remailed 10/31/18
14	2/22/18	Genesis Development	Attn: Justin Terry	1809 W 2nd Ave	Alteration	NONE	8/21/2018	9/21/2018					
12	2/21/18	Ground Breaker Homes	Peoples Company	113 W Salem	Repair/Replacement	3/12/2018	9/8/2018	9/21/2018	No	No	N/a	11/5/18	There is a CO signed for this but no final inspection recorded. Please look at file. ODD 09/17/18 DC ok to close. FU Inspection 11/05/18 CLOSED
9	2/21/18	Todd & Johna Clancy		808 East Scenic Valley Ct	Addition	7/31/2018	1/27/2019	9/21/2018	No	No		9/18/18	Permit has not expired however they sent in pics of the footing holes. No inspections face to face were performed. This property was never inspected but approved from pics only. DC to inspect 09/18/2018- Per DC ok to close 9/18/18. Deck is complete and appears in good condition.
13	2/21/18	Ann Mahoney	Equity Trust Custodian 1 Equity Way West Lake, OH 44145-2526	610 East 1st Ave	Home Restoration/ Alteration	3/5/2018	9/1/2018	9/27/2018					
11	2/14/18	Jonathan Cook		1200 Caroline Terrace	Alteration	NONE	8/13/2018	9/21/2018					
10	2/14/18	Steger Construction	Brad Nancy Kotz	807 E Trail Ridge Pl	Alteration	2/22/2018	8/21/2018	9/21/2018 11/26/2018	No				11/23/18 Contacted contractor, P Steger 515-988-6027 states they decided to finish the job on their own. No contact info given for the owners. Will resend letter today 11/26
8	2/1/18	Benjamin Rogers		1000 North O St	Basement Finish	NONE	7/31/2018	10/5/2018					
2	1/17/18	Russ Vanderpool		512 E Euclid Ave	Garage	NONE	7/16/2018	9/21/2018 10/31/2018					Re issued letter regarding Shed on 512 e Euclid. 9/21/18-10/31/18
65	5/15/17	Kevin & Denise Kalbus		1319 E Franklin Ave	Deck Addition	NONE	11/11/2017	NONE	YES	YES			Per Charlie, ok to give extension. New Expiration of 05/25/19
111	9/12/17	Adam McCarty		2710 N Jefferson Way	Deck	10/20/2017	4/18/2018	9/21/2018					Applied for utility shed on 09/21/18. Will inspect both for compliance 09/24- 9/24 inspect deck is not finished. Owner will need to re apply for building permit
49	2017	John Jakes		1201 E Iowa Ave	Deck	5/28/2017	11/24/2017	8/28/2018	Yes	107-18	8/29/2018	10/29/18	Expired prev permit extended. Inspections completed. Re cert 8/30 final 10/29
68	2017	Richard Stewart		1209 Lancaster Way	Single Family Dwelling	10/10/2017	4/8/2018	8/28/2018					
10	2016	Thomas Sherly Nicholson		200 West Orchard Ave	Bathroom Remodel	3/21/2016	9/17/2016	10/31/2018					
24	2016	Don Bendon		715 West 2nd Ave	Garage	NONE	9/25/2016	11/5/2018	No	No		11/9/18	Bendon came to office. Set up final inspection to complete file. 11/09/2018 Per DC ok to final. Documented file. 11/09
25	2016	Ronald Cooney		813 W 4th Ave	Shed	NONE	10/2/2016	10/31/2018					Owner called in on 11/14 requested final inspection. Reports 2 previous inspections were done on the shed by RP. No inspections in file to reflect. Said he (owner) was hurt during the end of the project and forgot to call in the final. But deck is finished. Scheduled follow up inspection for final on 11/15 at 2pm. Owner asked to be present during inspection.
30	2016	Matt Harmison		814 W Clinton Ave	Deck	NONE	10/2/2016	10/31/2018	No	EXT		11/12/18	Per DC extension given. Inspected property 11/12 ok'd
42	2016	Jeff Downing		1202 North 9th Street	Sun Shade Structure	NONE	10/29/2016	10/31/2018					
44	2016	All American Exteriors	Steve Biddle	1806 Apple Ln	Front Deck	NONE	10/31/2016	10/31/2018				11/12/18	Inspection for final set up for 11/12/18 @ 10:30am per DC ok
21	2016	John Amy Jakes		1201 E Iowa Ave	Foundation replacement	5/12/2016	11/8/2016	10/31/2018	No	EXT			Owner called in and scheduled inspection for final. DC inspected 11/09 ok for final. CO given to owner at time of inspection.
36	2016	Justin Tully		908 N J Street	Deck	5/13/2016	11/9/2016	10/31/2018					Received call from owner. Set up inspection to confirm finished. Sent request to Safebuild.
56	2016	Paul Whipple		1801 Fairway Drive	Deck	NONE	11/9/2016	11/12/2018					
54	2016	Devon Sadler		1001 Ann Parkway	Porch Repair	5/17/2016	11/13/2016	10/31/2018				11/16/18	DC inspected site 11/16 ok'd for final. Close file
60	2016	Brenda Simpson		500 South Buxton	Deck	NONE	11/16/2016	11/12/2018	NO			11/19/18	Final Inspection 11/19/2018

47	2016	Beth Zimmerman		1313 S O Street	Basement Alteration	5/26/2016	11/22/2016	10/31/2018	EXT			11/16/18	Note in file saying Rich Parker called 2/27/18 and left a message for the tenant to call back regarding the permit for the basement finish that has not been finalised out. RP DC 11/16 final inspect. Ok
72	2016	Dan Hickman		600 N 14th Street	Shed	NONE	12/4/2016	10/31/2018				11/16/18	DC inspected Shed ok finished
71	2016	Sean Thompson		1110 N Howards St	Deck	6/7/2016	12/4/2016	10/31/2018	EXT			11/16/18	Owner called in, set up final inspection on deck for 11/16 DC ok 11/16
75	2016	James Burgin		103 West Hillcrest Dr	Garage	6/20/2016	12/17/2016						BOA Approval for this project to even happen.
91	2016	Bryon Keeney		505 E Ashland Ave	Deck	NONE	12/28/2016	10/31/2018					
95	2016	LTD Corp		2312 West 2nd Ave	Loading Dock	NONE	1/9/2017	10/31/2018					
99	2016	R & D Precision Builders		1001 E Madison Ave	Basement & Room Addition	NONE	1/11/2017	10/31/2018					
109	2016	Al Thayer		3212 W 4th Ave	Deck	8/10/2016	2/6/2017						Per DC ok to close. No reason, just a sticky note.
117	2016	Joe Kissner		1003 N O Street	Basement Finish	NONE	2/8/2017	10/31/2018					Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 8/12/16
37	2018	James Steffen		2012 W Euclid Ave	Deck	None	10/20/2018	9/27/2018	No	No		10/19/18	Warning Expiration letter sent 9/27. Inspected 10/19 before 10/20 expiration.
82	2016	Larry Powell		1201 North D Street	Garage	8/16/2016	2/12/2017						BOA Approval for this project to even happen. Letter sent to RP and CB on 8/25/16 regarding electric in the garage being separate rather than upgrading to 200amp. No further info or notes in file.
104	2016	Kathleen Picken		1003 N C Crt	Deck	8/24/2016	2/20/2017					9/17/18	Final says that the deck needs handrails before finaling- NO approved for final due to 4 rizers need handrail. - Sitcky Note from DC states ok to close. No inspection or reasoning, just sticky note. 09/17/18
126	2016	Jeremy King	Anthony Hotz	505 N L Street	Repair of Deck Stairs / Dangerous Non Conforming Structures	NONE	3/6/2017	11/12/2018					
135	2016	Cory Till		1109 South K Street	Garage	NONE	3/28/2017						
93	2016	Rich Piper		1800 Fairway Drive	Covered Patio Attached	10/6/2016	4/4/2017						BOA twice approval for projects. No final. Last inspection was a RI framing
139	2016	Kevin Wood		901 East 1st Ave	Deck	NONE	4/8/2017	10/31/2018					
140	2016	Joe Ripberger		209 N M Street	Deck	NONE	4/11/2017	11/12/2018					
141	2016	Sean Thompson		204 E Kentucky Ave	Deck	NONE	4/12/2017	11/12/2018					
148	2016	John Dianne Liepa		603 E Salem Ave	Repair of flooring and roof	NONE	5/6/2017	11/12/2018	No			Close	LetterA52:N52 was returned with forward address of 1101 22nd St. WDSM 50265-2222 remailed 11/15/18. Letter received from prev owner stating the porch was in poor shape, replaced and not aware needing a final inspection. Apologized and stated the home has been sold with new owners.
146	2016	Brad Butler	Ross Huff	611 Quail Ridge Rd	Deck	11/7/2016	5/6/2017	11/12/2018					
149	2016	Jerry Weeks		409 W 17th Ave	Carport	NONE	5/9/2017	11/12/2018				11/19/18	Owner called in-11/19 ok to come to do final inspection. DC ok to close 11/19/18
157	2016	Ronald Fridley		708 E 1st Ave	Alteration	NONE	6/5/2017	11/12/2018					Per DC Send letter instead of inspection only.
123	2016	Jos Nesvedt		903 North B Street	Addition	3/30/2017	9/26/2017	11/12/2018				11/21/18	DC at 9am
133	2016	Stephen Neve		1709 Apple Lane	Basement Finish	6/28/2017	12/25/2017	8/28/2018					Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 09/21/2016 RI inspections done. Nothing else
43	2016	Kirk Hansen		1103 N D Street	Garage	12/20/2017	6/18/2018	11/12/2018	No			11/19/18	11/19/18 per DC finished.
111	2016	Greg Oakes		1001 N O Street	Basement Finish	5/2/2018	10/29/2018	11/12/2018					RP contacted 2/27/18 regarding no inspections and permit sitting without final. Final inspect scheduled FAILED - 5/02/18 RP writes Sheet rock under stairs, cover all exposed NM cable - Romex
1	2015	Paul Edenburn		102 S Howard	Alteration ADA Restrooms	1/14/2015	7/13/2015	11/8/2018					
3	2015	Bengstrom Construction Inc		1707 North 14th	Alteration Office	2/2/2015	8/1/2015	11/8/2018					
11	2015	horton Robinson Construction	Tim Stacy Darr	2407 W 10th Ave	Garage Addition	4/7/2015	10/4/2015	11/8/2018					
15	2015	Rick & Tamara Stump		307 West 17th Ave	Garage	4/16/2015	10/13/2015	11/8/2018					
22	2015	Schultz Construction		1020 Scott Felton Rd	Demolition Deck	4/17/2015	10/14/2015	11/8/2018					
47	2015	Rebecca McGill		1607 East Boston Ave	Pool	NONE	12/6/2015	11/8/2018					
29	2015	Alley Van Clark		1003 North E Street	Addition BR and Egress Wind	7/2/2015	12/29/2015	11/8/2018					
53	2015	Michael Yofremewkov		406 N K Street	Garage	NONE	1/16/2016	11/8/2018				10/18/18	Finalized by DC on 10/18. email from Jason regarding property. This was a called in complaint that involved the construction debris from the shed. Found to be an expired permit. Close ok per DC inspection.
71	2015	Steger Construction		2209 North 8th St	Addition Covered Porch	NONE	1/16/2016	11/8/2018					
74	2015	Hats Off LLC	Tim McConnell	400 S J Street	Garage for Residence	NONE	1/24/2016	11/8/2018					
42	2015	Adam Smith		1708 Apple Drive	Addition Deck	9/1/2015	2/28/2016	11/8/2018					
87	2015	Chester Crouse		1302 N 6th Street	Storage Building	NONE	3/1/2016	11/8/2018					
95	2015	Jamer & Shannon Aiello		2306 W Henderson Ave	Garage	NONE	3/12/2016	11/8/2018					
79	2015	Kurt Houska		1211 South G Street	Repair Foundation/Garage	9/15/2015	3/13/2016	11/8/2018					
40	2015	TLCD Investments LLC		220/222 W Salem Ave	Alteration	9/16/2015	3/14/2016	11/8/2018					
98	2015	Brad Butler		410 W 1st Ave	Front Porch Repair	NONE	3/19/2016	11/8/2018					
100	2015	Delta Delta Delta Sorority		705 N C Street	Alteration	NONE	3/19/2016	11/8/2018					
85	2015	LMC Pools	Paty Duax Aiello	2306 W Anderson Ave	Pool	9/22/2015	3/20/2016	11/8/2018					
105	2015	Kevin Robbins		1300 S. O Street	Shed	NONE	4/9/2016	11/8/2018					

104	2015	Michael Bilyeu		1011 N B Street	Deck	10/12/2015	4/9/2016	11/8/2018					
106	2015	Ryan Phipps		111 N G Street	Egress Window	NONE	4/10/2016	11/8/2018					
116	2015	B & S Construction		605 West 2nd Ave	Repair Foundation	10/30/2015	4/27/2016	11/8/2018					
115	2015	Plumb Construction LLC	Dave Dobson	315 South Spruce Street	Alteration Finish Basement	11/12/2015	5/10/2016						
41	2015	James Lavelle		1719 E Boston Ave	Addition	11/15/2016	5/13/2016	11/8/2018					Note on Building permit says RENEW 1 TIME ONLY
26	2015	Dave Morey		1009 W 3rd Ave	Garage	11/16/2015	5/14/2016						
78	2015	Garrett Miller		503 West 18th Place	Garage	NONE	5/17/2016						
128	2015	Dan J Nicholson		607 S Howard	Carport Root Only	12/1/2015	5/29/2016						
133	2015	Jeremy Selvage		3214 W 4th Ave	Garage	NONE	6/8/2016						
37	2018												
2	2015	Indianola Com. School Dist. / Emerson Elem.		1109 E Euclid Ave	Elem Addition Alteration	12/15/2015	6/12/2016						Per DC- ok to close. Director should have signed. I have no problem with documentation other than signature. DC
135	2015	Scenic Point Mall	Troy Knight	1709 N Jefferson Way #200	Alteration Office	NONE	6/15/2016	11/12/2018					Note in file from RP 2/27/18 left message about open permit and status.
82	2015	Brian Hoxmeier		1308 N 6th Street	Basement Finish	1/6/2016	7/4/2016						
98	2017	Jeffrey Simmerman		102 S 20th Street	Deck	8/28/2017	2/24/2018	10/31/2018	Yes	No			Owner called in. Extension given per DC till 02/01/2019

Property Address	Owners	Issue	QA		Current Action	LEGAL	Deadline
507 N 10th Street	Paul Wilson	Trees, Brush Pile			Visited site 10/25/18, left door knocker. Visited site 10/30/18 took pics. Sent letter 10/31/18. 11/07 KM visited site. Pics taken. Owner called in, states they are working on it. Asked forextension till after Thanksgiving. Will recheck on 11/28/18 SAME 11/28 spool still present		12/06/18
111 S J Street	Muriel Short Revocable Trust	Tall Weeds			09/24/18 Kevin to visit take pics. Pics taken. 641-521-6939 Realtor, contacted realty company. They would arrange for grass to be mowed and work done. Recheck in 7 days 09/28 Kevin visited. No change. Send letter 10/11 KM visited site. Left notice 10/17/18 still no progress. Pics taken. KM says to abate. sent out for bid for the branches. 10/24/18 no change reported. pics taken. Place on abate list. 11/01/18 Kevin visited site. states brush pile still present. On abate list for this weekend. Assigned to JTL/ ETA 11/21/18. AS OF 11/28/18 this has not been abated. Contact JTL Brush pile still in back of home.		12/06/18
1213 W Clinton	Chad Cumes, Jennifer Larson	Inpropery Disposal of Yard Waste			Caller reports inproper disposal of yard waste in the creek behind the residence, causing build up and clogging the creek. 11/19 took pics. Door hanger left. Sent to legal. Send letter, may issue municiple infraction.	KB	12/06/18
1007 N D Street	Rebel Snodgrass	Tree			Letters sent for tree, construction pile removal, trailer with unregistered tagsoparked on grass not parked on concrete lot. 10/24/18 KM took pics. No change. Move to legal . Discuss with Jason/Oxford bid for abate/removal. 11/01/18 Kevin visited site. Trailer tags have been updated but no other changes seen. Pics taken. 11/07 KM states Jason to take care of- Pass. Reminder email to Jason sent 11/08. Emailed Jason for follow up 11/28/18 Jason states ABATE- Advised need to contact Oxford to abate	Jason	12/06/18
604 N Howard Street	Lewis Souer 701 S R Street Unit 1	Junk Debris in Alleyway			Junk and debris falling from garage into alley way, impeding ability for use. KM to visit site and take pics. Letter allows 30days for vehicles. Recheck for progress 12/21		12/21/18
303 W 17th Street	Jeffrey Schrader	Tall Weeds			10/11/18 visited site. Pics taken 10/12/18 - 10/15/18 letter sent. 10/24/18 KM visited site. Took pics for record. Send letter. 11/01/18 pics taken. Same . Bid for abate. DC to follow up. Take pics. 11/18 Uhaul on site. Tenant moving out. Owner given extension once tenant is gone to rectifiy nuisance. Check on 12/21/18		12/21/18
410 E 1st Street	Benjamin Segebart	Brush Pile Junk Debri			11/19 pics taken, Wood spool and brush pile behind shed/garage by alleyway. Letter sent.		
609 E 2nd Ave	Larry Pierce / Jeri Lynn 53239 Hwy 65 Lucas, IA 50151	Brush Debris. Dangerous Tree			Legal abate abandoned home in DC previous. Follow up on brush and debris while home structure in legal. Trees have fallen on structure and in yard, brush piles need removed, weeds around home and in yard, large branches and trees need removed. Send letter. Per KM 11/28 Bursh is gone but wooden spool is still present. Close		Closed
802 E Salem		Trailer in Yard			Re visit KM 11/19 trailer in yard. Pics taken. Door hanger left. Per KM 11/28 Completed		Closed
405 N 8th St	Ronald Llewellyn	Tall Weeds / Abandoned Home			10/11 KM to site. No change. Weeds are exceedingly tall. Letter, attorney and bid for abate. 10/24/18 Pics taken. no change reported by KM this visit. Bid for abate and place on abate list. Pics taken 11/01/18 Same condition. Hired JTL for Abate. 11/07 KM visited. took pics Abatement progress but not finished. ETF 11/14/18. 11/15 abatement almost completed. Weeds by home need to be removed and pile of branches and yard debri need to be removed. ETA 11/21/18. Per KM 11/28 completed	Abate almost completed	Closed

S Corner of S G Street & W 2nd Ave	TLC Properties 4131 109th St Urbandale	Tall Weeds		515-875-4014 called in to say that they will be mowing this property and asked for an extension until 11/09/18. Unmowed as of 11/7 Kevin visited. Bid for abate. Exp. From letter was for 11/09/18. DC to visit. Confirm completed?	ABATED	Complete
912 E Ashland Ave	Gerald Hughes	Junk Vehicle and yard maintenance		KM left knocker regarding black vehicle parked on ROW, flat tire, no plates on front of vehicle. Owner called in 11/19 asking for extension of 1 week due to health issues. Vehicle in ROW- Black flat tire between sidewalk and curb on ROW. Forward to IPD for notice and sticker. 11/28 KM visited. Vehicle gone. Close		Close
308 W 1st	Ernest N Martens	Tall Weeds / Abandoned Home		Caller states home not occupied for over a year. No yard maintenance being done. 10/03/18 Kevin to visit site. 10/11 KM visited site. Left notice 10/12 owner called in said that he removed a lot of debris and garbage but has not done anything about the sheds that are falling apart. He said that he would like an extension until next week. I advised that he would be sent a letter giving him one week to complete. 11/01/18 Kevin visited site. progress being made but not complete. Vehicle outdated still present. KM 11/07 visited site. same no change. Progress being made but slow. KM 11/19 Pics taken progress being made. Kevin ok to close		Close
2100 West Euclid Ave	Sindric, Richard	Junk Vehicle and yard maintenance		10/15/18 Property was not abated due to back up in contractors schedule. Please visit site 10/17/18 take new pics. KM visited site. Took pics. States yard is mowed and only a few weeds remain around the home and need cut down. 11/01/18 same - pics taken Abate. 11/07 KM no change same. Progress made. Update by 11/30/18. Kevin to close 11/28/18		Closed
510 N Howard	Harold Betty Wilson	Tall Grass	W014587-092518	X Kevin to visit site on 09/28/18 spoke with tenant (male) stated he would work on it this weekend, picking up debris. 10/11 Kevin visited site. Stated that no change and worse. Bid for Abate 10/19/18 expires. KM visited site. States improvements being made. took pics. Follow up in two weeks. No change pics taken. KM states no progress since last visit, will send out building official to inspect for completion and within code . KM visited site 11/19/18 left knocker in re: to garbage and junk debri in rear yard and fence line. Renter called in, stating will have garbage removed by this week. Asked for extension of 1 week prior to abate. KM to close. revisit if issued next spring	EXTENSION - David C	Close
807 E Ashland	Charles Hommer 104 S G Street	Junk Vehicles, brush		11/01/18 kevin visited site, spoke with owner. Will remove atv, debris from yard. Check on this 11/14/18. 11/19 ATV still present and car. KM 11/28/18 close	Letter	Close



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

November 5, 2018

Ryan Waller
City Manager
City of Indianola
110 North 1st Street
Indianola, IA 50125

Dear Mr. Waller:

We are pleased to notify you that City of Indianola, Iowa, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Finance Department

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

Enclosure

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

www.gfoa.org



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

November 5, 2018

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Indianola, Iowa**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org

Diana Bowlin

From: Ryan Waller
Sent: Friday, December 07, 2018 5:13 PM
To: All Department Heads
Cc: Amy Beattie
Subject: FW: Waller's Weekly 12.7.18
Attachments: Governor's Luncheon 120418.pdf; Mediacom 120418.pdf; National Balloon Classic 120318.pdf; DM Corporate Games 120418.pdf; EXPIRED PERMIT LISTING 12022018.pdf; PM Listing 12022018.pdf; Draft December 17, 2018 Agenda.pdf; Draft January 7, 2019 Agenda.pdf; Helping Hand Invite.pdf; Sewer Letter.pdf

Good afternoon, all.

Here is this week's update email. If there are items your department would like included or that you have questions about, please let me know. Also, please feel free to share this update email with team members from your respective departments.

Thank you for all you do for our community.

Please have a wonderful weekend!

Ryan

From: Ryan Waller
Sent: Friday, December 7, 2018 5:10 PM
Subject: Waller's Weekly 12.7.18

Good afternoon, all.

I hope this finds everyone well. Below, please find this week's update email. As always, if there are any questions please let me know. I hope you all have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

IMU Customer Service Center – IMU's new customer service facility will be open for business on January 14, 2019. Staff currently stationed at City Hall will move Friday, January 11th. While there will be IMU staff in City Hall to assist customers, walk-in payments will not be able to be

taken in that day. IMU has posted signs announcing that the payment drop box on the west side of City Hall is no longer taking payments. The south parking lot payment drop box is still operational and will be relocated on January 14th to IMU's new facility. This information may also be found on social media.

Library – During an internal budget meeting, Michele Patrick shared that the funding level the City receives from the County is being reduced. We currently receive approximately \$80,000. The anticipated reduction is about \$10,000 down to \$70,000.

Budget Prioritization – Thank you to all for completing and turning in your budget prioritization worksheet. Staff will be compiling this information, which will be presented for the Council's review and discussion at the December 17th Study Session.

National Balloon Classic – Attached is a piece of mail that announces the 2019 National Balloon Classic Winter Gala. The event will be held on February 2, 2019. Please see the attachment for more information.

Helping Hand – Attached, please find an invitation to the grand opening for the addition to Helping Hand. Details for the event are included in the attachment.

Sewer Letter – Attached, please find a letter from Rick Graves to a resident on Scott Felton Road regarding a possible private sewer lateral issues. This is a courtesy letter being sent to inform the homeowner of a possible issue. This was discussed during emergency street repairs by the City's Street Department team.

Community Partners' Meeting – About two years ago, Jay Simmons, Art Sathoff, Brenda East and I agreed to get together to share information and discuss items that impact our respective entities. Our most recent meeting took place on Monday of this week. It was a positive meeting during which we shared current initiatives and likely upcoming projects. An outcome of this meeting was to work together on a collective branding effort. We plan on regrouping after the first of the year.

YMCA – Earlier this week, Kevin Halterman, Nate Fehl and I met with the new CEO of the Greater Des Moines YMCA. During our meeting we discussed the recruitment for the vacant Executive Director position, and the review of local branches she is currently undertaking.

Mediacom – Attached, please find correspondence from Mediacom announcing price adjustments.

Other City Mail – Attached are two other pieces of mail sent to the City. One is an invitation to the Governor's Luncheon for Girl and Boy Scouts. The other is a mailing regarding the 2019

Corporate Games. We are polling employees to see if there is interest in entering a City/IMU team.

Upcoming City Council Agendas – Attached, please draft agenda documents for upcoming meetings. As a reminder, these are fluid documents that can change on a regular basis (i.e. some items may get added/rescheduled due to Council direction as well as other factors that may or may not be within the control of the City departments). If there are items that you would like more information on, please let me know.

Community Development Updates - Attached are various updates provided by Community Development. Please note that the property maintenance report does not show those properties that have been provided to legal counsel for the next step in the enforcement proceedings.



OFFICE OF CITY CLERK

DEC 04 2018

INDIANOLA, IOWA

You are cordially invited to the 10th annual

Governor's Luncheon for Girl Scouts and Boy Scouts

Wednesday, February 6, 2019

Iowa Events Center Ballroom, 833 5th Avenue, Des Moines, Iowa 50309

11:15 a.m. Check-in | 12:00 p.m. Lunch* & Program

SPEAKER, MARY T. MACK

Senior Executive Vice President, Consumer Banking, Wells Fargo & Company

RSVP before January 25 by visiting

WWW.GOVLUNCHIA.COM

* Complimentary lunch provided by our sponsors

Questions about the event can be directed to:

Brenna Strawhacker at 515.559.0174 or events@gsiowa.org | Darla Hunzelman at 515.266.2135 or darla.hunzelman@scouting.org



Mary T. Mack

Senior Executive Vice President, Consumer Banking,
Wells Fargo & Company

Mary Mack leads Consumer Banking for Wells Fargo and oversees approximately 111,000 team members. Mary began her career with Wells Fargo in 1984 and has a broad mix of brokerage/advisory, banking and finance experience. She most recently held the position of President and Head of Wells Fargo Advisors, LLC. Over her 34-year tenure with Wells Fargo, Mary also held a variety of leadership positions including the head of Wealth Brokerage Services, leader of Wachovia's Client Partnership, director of Community Affairs, General Bank regional president, and managing director of Healthcare Corporate Banking.

A graduate of Davidson College in North Carolina with a bachelor's degree in International Political Economy, Mary also serves on the college's board of trustees. She is a member of United Way Worldwide's Board of Trustees, a member of the Charlotte Executive Leadership Council, and has served on the board or executive committee for Johnson C. Smith University, Junior Achievement, Childcare Resources, and the Arts & Science Council. She is also a founding member of the Foundation for Fort Mill Schools.

Mary was named by Fortune magazine as one of the "50 Most Powerful Women in Business" for 2016, 2017, and 2018. American Banker magazine ranked Mary #1 in their 2017 and 2018 "25 Women to Watch" listing and named her among the "25 Most Powerful Women in Finance" for 2014 and 2015. She also ranked among the top 20 "Women to Watch" in financial services by Investment News in 2015.



- ☐ Please contact me about ways I can be involved in Girl Scouts of Greater Iowa.
- ☐ I am a GSGI Alum.
- ☐ I am a Gold Award Girl Scout.



MID-IOWA COUNCIL
BOY SCOUTS OF AMERICA

- ☐ Please contact me about ways I can be involved in Mid-Iowa Council, Boy Scouts of America.
- ☐ I am a Boy Scout Alumnus.
- ☐ I am an Eagle Scout.

On behalf of Girl Scouts of Greater Iowa and Mid-Iowa Council, Boy Scouts of America, thank you for supporting youth through your generous donation, and most valuably, your time.

2019 Governor's Luncheon for Girl Scouts and Boy Scouts

☐ I am unable to attend, but would still like to make a contribution.

Date _____

Name _____

Company/Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____

Alternate Phone _____

Email _____

☐ Please list my contribution under my name.

☐ Please list my contribution under my company/organization

I wish to give financial support to Girl Scouts and/or
Boy Scouts in the amount indicated below:

Girl Scouts of Greater Iowa	\$ _____
Mid-Iowa Council, Boy Scouts of America	\$ _____
Total (suggested minimum gift is \$250)	\$ _____

☐ Cash

☐ Check (make checks payable to either):

Girl Scouts of Greater Iowa OR

Mid-Iowa Council, Boy Scouts of America

☐ Bill Me

☐ Annually ☐ Quarterly

☐ Credit Card (Visa, Discover, MasterCard)

Card # _____

Exp. Date _____ 3-digit Code _____

Name on Card _____

Signature _____



OFFICE OF CITY CLERK
DEC 04 2018
INDIANOLA, IOWA

November 30, 2018

City of Indianola
Mayor Kelly Shaw
PO Box 299
Indianola, IA 50125-0299

Dear Mayor Shaw,

The purpose of this letter is to inform you that, on or about January 1, 2019, Mediacom will be implementing the following rate adjustments:²³

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge ²⁴	\$12.07	\$13.85	\$1.78
Regional Sports Surcharge	\$2.65	\$2.85	\$.20
Family TV	\$78.49	\$80.49	\$2.00
Prime TV	\$94.49	\$96.49	\$2.00

The decision to make price adjustments is always a difficult one. We are very reluctant to raise video prices because, when we do, we lose subscribers. However, cable and satellite companies are constantly being pressured by the programmers we buy from to pay more for the channels we carry.

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. All told, the fees charged by broadcasters, according to SNL Kagan, grew from \$800 million to \$10 billion annually or 1150% between 2009 and 2018.

The problems with sports programming is equally as alarming. One look at the skyrocketing rights fees announced with recent deals and it is easy to see that the marketplace for live televised sports is out of control. Broadcast networks and national and regional sports networks are shelling out billions of dollars for the rights to the NFL, NBA, MLB, NHL, the Olympic Games, World Cup and NCAA

²³ Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

²⁴ Mediacom bills monthly in advance. As a result, the increases for both the Local Broadcast Surcharge and Regional Sports Surcharge are based on our best estimate of the cost increases our company will incur for broadcast and regional sports programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.

football and basketball. Unrestrained spending has become the hallmark of the sports programming business, and the American consumer, whether a sports fan or not, is left to pay the price.

In an effort to bring more transparency to the unjustified fee increases being taken by the owners of broadcast and sports television channels, Mediacom previously introduced a Local Broadcast Station Surcharge and a Regional Sports Surcharge. By identifying the cumulative fee increases being taken by these channel owners, we hope to draw the attention of consumers and their elected representatives to this rapidly escalating problem.

Despite the challenges we face, Mediacom has continued to aggressively invest in the communities we serve. As part of a 3-year, \$1 billion capital investment plan that began in 2016, virtually all of the 3 million homes and businesses across Mediacom's 22 state footprint now have access to 1 Gig broadband speeds.

In addition, Mediacom has broadly launched a low-cost internet service for low-income customers featuring 10 Mbps download speeds for \$9.95 per month. The service, called Connect2Compete, is offered in partnership with EveryoneOn and is available to families with students participating in the National School Lunch Program. Additional information is available at www.mediacomc2c.com.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at 319-395-9699 ext. 3461 or email lgrassley@mediacomcc.com.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Joe Grassley".

Senior Manager, Government Relations

TICKETS ON SALE NOW!

For Gala information and to
purchase tickets:

tikky.co/nationalballoonclassic

Questions?

(515) 961-8415

staci@nationalballoonclassic.com

GET A ROOM!

2019 National Balloon Classic

Winter Gala

Saturday, February 2, 2019

Hilton Des Moines Downtown

SPECIAL ROOM RATES NOW AVAILABLE

Hilton Des Moines Downtown 515-241-1456
435 Park Street - Des Moines, IA 50309

Online Reservations:

Group Name: National Balloon Classic | Group Code: NBC

PRESORTED
NON-PROFIT
U.S. POSTAGE
PAID
IOWA SPORTS
FOUNDATION

OFFICE OF CITY CLERK

DEC 04 2018

INDIANOLA, IOWA



4611



*****AUTO**ALL FOR AADC 500
NON611DD01000451 T2 P1 NON
CITY OF INDIANOLA
HON. KELLY SHAW
110 N 1ST ST
INDIANOLA IA 50125-2527

Iowa Sports Foundation
1421 S. Bell Ave. #104
Ames, IA 50010



BE A CHAMPION!



DES MOINES
CORPORATE *GAMES*

JUNE-JULY 2019



ENGAGE EMPLOYEES



BUILD COMPANY PRIDE



SEIZE THE CUP

Brought to you by:



GREATER DES MOINES
PARTNERSHIP



REGISTRATION BEGINS DECEMBER 3



WHAT ARE THE CORPORATE GAMES?

The Des Moines Corporate Games is a company based competition that offers 26 sports, events and challenges during June and July. Employees earn points for their company through participation, events placing and volunteering.

Companies will be grouped into divisions by general size to vie for the Corporate Cup trophies, presented at a special award ceremony at the Iowa State Fair. Medals will be awarded to the top 3 places in each sport/event within each company division.

WHAT IS THE PURPOSE OF CORPORATE GAMES?

To promote physical activity and employee wellness as well as cultivate and instill company pride.

WHEN IS COMPANY REGISTRATION?

Company registration begins Monday, December 3. The company registration deadline is March 1, 2019, or until a maximum of 80 companies is reached. Whichever comes first.

WHO CAN COMPETE?

The Games are open to any company, government agency or department in the Des Moines metro area. Participation is for regular employees (full and part-time), interns and retirees.

WHEN AND WHERE WILL EVENTS TAKE PLACE?

Sports and events will be held in and around the metro area and will take place in the evenings and weekends.

COMPETITION FORMAT

Once company registration has ended, companies will be divided into 'Company Divisions' based on company size. Each sport/event will have its own format and 'sport/event divisions' with points awarded based on company division. While many events include unlimited participation, some have limits per company. See the Des Moines Corporate Games website for more details.

HOW CAN I FIND OUT MORE?

Informational webinars will be held monthly (Dec-Feb). Visit www.DMCorporateGames.org for more information.

26 SPORTS, EVENTS & CHALLENGES BE A CHAMPION!

Bags Tournament
Basketball, 3 on 3
Basketball, Shooting
Blood Donation Challenge
Bowling
Burst Your Thirst Challenge
Cross Country Race
Cycling Tour Ride
Disc Golf
Dodgeball
Duathlon
Fitness Walk (Ames & Des Moines)

Golf, 4 Person Best Shot
Meals from the Heartland Challenge
Road Race, 5K & 10K
Sand Volleyball
Spikeball
Track & Field
Triathlon
Trivia Night
Tug of War
Ultimate
Yoga
Zumba®

**Tentative list*

COMPANY INVESTMENT

Entry fees are based on the number of people employed in the Des Moines metro area.

100 or less employees	\$1,000
101-300 employees	\$1,250
301-600 employees	\$1,500
601-1,000 employees	\$2,000
1,001-2,000 employees	\$3,000
2,001-4,000 employees	\$4,000
4,000 employees and above	\$4,500

Companies fewer than 75 employees are eligible to join with other small companies to split the fee and compete as one company/team. Companies that decide to combine cannot have their sum exceed 100 employees.

CHARITY PARTNER

We are proud to have Adaptive Sports Iowa as the charity partner for 2019.

Adaptive Sports Iowa (ASI) provides sports and recreation opportunities to Iowan's with physical disabilities. Programs offered in Des Moines metro include: beep baseball for the visually impaired, wheelchair basketball, sled hockey, adaptive bowling, and the only recognized adaptive RAGBRAI team.



Learn more & REGISTER TODAY >

DMCORPORATE GAMES.ORG

Des Moines Corporate Games @DMCorpGames
info@dmccorporategames.org | 888.777.8881 ext. 122

Expired Permit #	Permit Date/ Year	Permitte	Owner	Address	Project	Last Inspected	Permit Expired	Date Ltr Sent	Re Apply ?	New Permit #	Date RePerm	DATE Re Inspect/ Finaled	Notes
32	4/9/18	Amie Hale		107 South 19th Court	Pool	8/3/2018	1/30/2019	9/27/2018					Warning Letter advising of expiration if no final inspection
28	4/3/18	Sandy Peterson		1020 Scott Felton Rd	Shed	NONE	9/30/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
26	4/2/18	Joshua Hayes	Jason & Heather Glenn	1012 N 1st Street	Deck	4/2/2018	9/29/2018	9/27/2018	No	No	Extension	10/2/18	Owner old office 10/01 scheduled final inspection - final inspection completed by DC on 10/02/2018 ok and completed.
24	3/30/18	Apex Storal Solutions LLC	Andrew Hart	802 East Hillcrest Ave	28 Storage Units	NONE	9/26/2018	9/27/2018				10/4/18	Andrew came into office to discuss. States inspectors came out several times and said project was ok. Set up reinspection for final with David. Final completed on 10/04/18
25	3/30/18			910 Scott Felton Rd	Egress Windows	4/6/2018	10/3/2018	9/27/2018	No	No	Extension	11/5/18	Warning Letter advising of expiration if no final inspection. Final Inspection set for 11/05/18. CO issued 11/05/18 mailed.
22	3/27/18	Atlas Masonry	Tom Smith	2104 37th St, Des Moines, IA 50310	Repair Brick Store Front	None	9/23/2018	9/27/2018					Emailled the letter to the address provided on the permit as well. 09/26 dustin@atlasasonry.net
19	3/12/18	Midwest Builders	Ross & Sally Dale	615 E Scenic Valley	Alteration	None	8/30/2018	10/5/2018					Owner called in stating this project was complete. 641-660-2066 Ross Dale
16	3/1/18	Steve Westra		1111 E Gerard Ave	Pool	5/21/2018	11/17/2018	10/5/2018	No	No	Extension	11/5/18	Warning Letter Sent of expiration prior to winter. Owner called in on 11/05/18 requesting a final inspection. Scheduled for 11/05/18
15	2/23/18	Joep Jolliff		701 N 1st St Mail To: 15397 90th Ave	Home Alteration	3/5/2018	9/1/2018	10/5/2018 Returned 10/23 Remailed 10/31					Return notice sent letter back. Recvd 10/23/18. Warren Co shows 15397 90th Ave. Remailed 10/31/18
14	2/22/18	Genesis Development	Attn: Justin Terry	1809 W 2nd Ave	Alteration	NONE	8/21/2018	9/21/2018					
12	2/21/18	Ground Breaker Homes	Peoples Company	113 W Salem	Repair/Replacement	3/12/2018	9/8/2018	9/21/2018	No	No	N/a	11/5/18	There is a CO signed for this but no final inspection recorded. Please look at file. ODD 09/17/18 DC ok to close. FU Inspection 11/05/18 CLOSED
9	2/21/18	Todd & Johna Clancy		808 East Scenic Valley Ct	Addition	7/31/2018	1/27/2019	9/21/2018	No	No		9/18/18	Permit has not expired however they sent in pics of the footing holes. No inspections face to face were performed. This property was never inspected but approved from pics only. DC to inspect 09/18/2018- Per DC ok to close 9/18/18. Deck is complete and appears in good condition.
13	2/21/18	Ann Mahoney	Equity Trust Custodian 1 Equity Way West Lake, OH 44145-2526	610 East 1st Ave	Home Restoration/ Alteration	3/5/2018	9/1/2018	9/27/2018					
11	2/14/18	Jonathan Cook		1200 Caroline Terrace	Alteration	NONE	8/13/2018	9/21/2018					
10	2/14/18	Steger Construction	Brad Nancy Kotz	807 E Trail Ridge Pl	Alteration	2/22/2018	8/21/2018	9/21/2018 11/26/2018	No				11/23/18 Contacted contractor, P Steger 515-988-6027 states they decided to finish the job on their own. No contact info given for the owners. Will resend letter today 11/26
8	2/1/18	Benjamin Rogers		1000 North O St	Basement Finish	NONE	7/31/2018	10/5/2018					
2	1/17/18	Russ Vanderpool		512 E Euclid Ave	Garage	NONE	7/16/2018	9/21/2018 10/31/2018					Re issued letter regarding Shed on 512 e Euclid. 9/21/18-10/31/18
65	5/15/17	Kevin & Denise Kalbus		1319 E Franklin Ave	Deck Addition	NONE	11/11/2017	NONE	YES	YES			Per Charlie, ok to give extension. New Expiration of 05/25/19
111	9/12/17	Adam McCarty		2710 N Jefferson Way	Deck	10/20/2017	4/18/2018	9/21/2018					Applied for utility shed on 09/21/18. Will inspect both for compliance 09/24- 9/24 inspect deck is not finished. Owner will need to re apply for building permit
49	2017	John Jakes		1201 E Iowa Ave	Deck	5/28/2017	11/24/2017	8/28/2018	Yes	107-18	8/29/2018	10/29/18	Expired prev permit extended. Inspections completed. Re cert 8/30 final 10/29
68	2017	Richard Stewart		1209 Lancaster Way	Single Family Dwelling	10/10/2017	4/8/2018	8/28/2018					
10	2016	Thomas Sherly Nicholson		200 West Orchard Ave	Bathroom Remodel	3/21/2016	9/17/2016	10/31/2018					
24	2016	Don Bendon		715 West 2nd Ave	Garage	NONE	9/25/2016	11/5/2018	No	No		11/9/18	Bendon came to office. Set up final inspection to complete file. 11/09/2018 Per DC ok to final. Documented file. 11/09
25	2016	Ronald Cooney		813 W 4th Ave	Shed	NONE	10/2/2016	10/31/2018					Owner called in on 11/14 requested final inspection. Reports 2 previous inspections were done on the shed by RP. No inspections in file to reflect. Said he (owner) was hurt during the end of the project and forgot to call in the final. But deck is finished. Scheduled follow up inspection for final on 11/15 at 2pm. Owner asked to be present during inspection.
30	2016	Matt Harmison		814 W Clinton Ave	Deck	NONE	10/2/2016	10/31/2018	No	EXT		11/12/18	Per DC extension given. Inspected property 11/12 ok'd
42	2016	Jeff Downing		1202 North 9th Street	Sun Shade Structure	NONE	10/29/2016	10/31/2018					
44	2016	All American Exteriors	Steve Biddle	1806 Apple Ln	Front Deck	NONE	10/31/2016	10/31/2018				11/12/18	Inspection for final set up for 11/12/18 @ 10:30am per DC ok
21	2016	John Amy Jakes		1201 E Iowa Ave	Foundation replacement	5/12/2016	11/8/2016	10/31/2018	No	EXT			Owner called in and scheduled inspection for final. DC inspected 11/09 ok for final. CO given to owner at time of inspection.
36	2016	Justin Tully		908 N J Street	Deck	5/13/2016	11/9/2016	10/31/2018	No	EXT		12/3/18	Received call from owner. Set up inspection to confirm finished. Sent request to Safebuild. Completed and confirmed deck done 12/3
56	2016	Paul Whipple		1801 Fairway Drive	Deck	NONE	11/9/2016	11/12/2018					
54	2016	Devon Sadler		1001 Ann Parkway	Porch Repair	5/17/2016	11/13/2016	10/31/2018				11/16/18	DC inspected site 11/16 ok'd for final. Close file
60	2016	Brenda Simpson		500 South Buxton	Deck	NONE	11/16/2016	11/12/2018	NO			11/19/18	Final Inspection 11/19/2018

47	2016	Beth Zimmerman		1313 S O Street	Basement Alteration	5/26/2016	11/22/2016	10/31/2018	EXT			11/16/18	Note in file saying Rich Parker called 2/27/18 and left a message for the tenant to call back regarding the permit for the basement finish that has not been finalised out. RP DC 11/16 final inspect. Ok CO signed off on 12/04/2018 for file
72	2016	Dan Hickman		600 N 14th Street	Shed	NONE	12/4/2016	10/31/2018				11/16/18	DC inspected Shed ok finished
71	2016	Sean Thompson		1110 N Howards St	Deck	6/7/2016	12/4/2016	10/31/2018	EXT			11/16/18	Owner called in, set up final inspection on deck for 11/16 DC ok 11/16
75	2016	James Burgin		103 West Hillcrest Dr	Garage	6/20/2016	12/17/2016						BOA Approval for this project to even happen.
91	2016	Bryon Keeney		505 E Ashland Ave	Deck	NONE	12/28/2016	10/31/2018					
95	2016	LTD Corp		2312 West 2nd Ave	Loading Dock	NONE	1/9/2017	10/31/2018					
99	2016	R & D Precision Builders		1001 E Madison Ave	Basement & Room Addition	NONE	1/11/2017	10/31/2018					
109	2016	Al Thayer		3212 W 4th Ave	Deck	8/10/2016	2/6/2017						Per DC ok to close. No reason, just a sticky note.
117	2016	Joe Kissner		1003 N O Street	Basement Finish	NONE	2/8/2017	10/31/2018					Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 8/12/16
37	2018	James Steffen		2012 W Euclid Ave	Deck	None	10/20/2018	9/27/2018	No	No		10/19/18	Warning Expiration letter sent 9/27, inspected 10/19 before 10/20 expiration.
82	2016	Larry Powell		1201 North D Street	Garage	8/16/2016	2/12/2017						BOA Approval for this project to even happen. Letter sent to RP and CB on 8/25/16 regarding electric in the garage being separate rather than upgrading to 200amp. No further info or notes in file.
104	2016	Kathleen Picken		1003 N C Crt	Deck	8/24/2016	2/20/2017					9/17/18	Final says that the deck needs handrails before finaling- NO approved for final due to 4 rizers need handrail. - Sitcky Note from DC states ok to close. No inspection or reasoning, just sticky note. 09/17/18
126	2016	Jeremy King	Anthony Hotz	505 N L Street	Repair of Deck Stairs / Dangerous Non Conforming Structures	NONE	3/6/2017	11/12/2018					
135	2016	Cory Till		1109 South K Street	Garage	NONE	3/28/2017						
93	2016	Rich Piper		1800 Fairway Drive	Covered Patio Attached	10/6/2016	4/4/2017						BOA twice approval for projects. No final. Last inspection was a RI framing
139	2016	Kevin Wood		901 East 1st Ave	Deck	NONE	4/8/2017	10/31/2018					
140	2016	Joe Ripberger		209 N M Street	Deck	NONE	4/11/2017	11/12/2018					
141	2016	Sean Thompson		204 E Kentucky Ave	Deck	NONE	4/12/2017	11/12/2018					
148	2016	John Dianne Liepa		603 E Salem Ave	Repair of flooring and roof	NONE	5/6/2017	11/12/2018	No			Close	LetterA52:N52 was returned with forward address of 1101 22nd St. WDSM 50265-2222 remailed 11/15/18. Letter received from prev owner stating the porch was in poor shape, replaced and not aware needing a final inspection. Apologized and stated the home has been sold with new owners.
146	2016	Brad Butler	Ross Huff	611 Quail Ridge Rd	Deck	11/7/2016	5/6/2017	11/12/2018					
149	2016	Jerry Weeks		409 W 17th Ave	Carport	NONE	5/9/2017	11/12/2018				11/19/18	Owner called in-11/19 ok to come to do final inspection. DC ok to close 11/19/18
157	2016	Ronald Fridley		708 E 1st Ave	Alteration	NONE	6/5/2017	11/12/2018					Per DC Send letter instead of inspection only.
123	2016	Jos Nesvedt		903 North B Street	Addition	3/30/2017	9/26/2017	11/12/2018				11/21/18	DC at 9am
133	2016	Stephen Neve		1709 Apple Lane	Basement Finish	6/28/2017	12/25/2017	8/28/2018					Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 09/21/2016 RI inspections done. Nothing else
43	2016	Kirk Hansen		1103 N D Street	Garage	12/20/2017	6/18/2018	11/12/2018	No			11/19/18	RP contacted 2/27/18 regarding no inspections and permit sitting without final. Final inspect scheduled FAILED - 5/02/18 RP writes Sheet rock under stairs, cover all exposed NM cable -Romex
111	2016	Greg Oakes		1001 N O Street	Basement Finish	5/2/2018	10/29/2018	9/21/2018					
1	2015	Paul Edenburn		102 S Howard	Alteration ADA Restrooms	1/14/2015	7/13/2015	11/8/2018					
3	2015	Bengstrom Construction Inc		1707 North 14th	Alteration Office	2/2/2015	8/1/2015	11/8/2018					
11	2015	horton Robinson Construction	Tim Stacy Darr	2407 W 10th Ave	Garage Addition	4/7/2015	10/4/2015	11/8/2018					
15	2015	Rick & Tamara Stump		307 West 17th Ave	Garage	4/16/2015	10/13/2015	11/8/2018					
22	2015	Schultz Construction		1020 Scott Felton Rd	Demolition Deck	4/17/2015	10/14/2015	11/8/2018					
47	2015	Rebecca McGill		1607 East Boston Ave	Pool	NONE	12/6/2015	11/8/2018					
29	2015	Alley Van Clark		1003 North E Street	Addition BR and Egress Wind	7/2/2015	12/29/2015	11/8/2018					
53	2015	Michael Yofremewkov		406 N K Street	Garage	NONE	1/16/2016	11/8/2018				10/18/18	Finalized by DC on 10/18. email from jason regarding property. This was a called in complaint that involved the construction debri from the shed. Found to be an expired permit. Close ok per DC inspection .
71	2015	Steger Construction		2209 North 8th St	Addition Covered Porch	NONE	1/16/2016	11/8/2018					
74	2015	Hats Off LLC	Tim McConnell	400 S J Street	Garage for Residence	NONE	1/24/2016	11/8/2018					
42	2015	Adam Smith		1708 Apple Drive	Addition Deck	9/1/2015	2/28/2016	11/8/2018					
87	2015	Chester Crouse		1302 N 6th Street	Storage Building	NONE	3/1/2016	11/8/2018					
95	2015	Jamer & Shannon Aiello		2306 W Henderson Ave	Garage	NONE	3/12/2016	11/8/2018					
79	2015	Kurt Houska		1211 South G Street	Repair Foundation/Garage	9/15/2015	3/13/2016	11/8/2018					
40	2015	TLCD Investments LLC		220/222 W Salem Ave	Alteration	9/16/2015	3/14/2016	11/8/2018					
98	2015	Brad Butler		410 W 1st Ave	Front Porch Repair	NONE	3/19/2016	11/8/2018					
100	2015	Delta Delta Delta Sorority		705 N C Street	Alteration	NONE	3/19/2016	11/8/2018					
85	2015	LMC Pools	Paty Duax Aiello	2306 W Anderson Ave	Pool	9/22/2015	3/20/2016	11/8/2018					
105	2015	Kevin Robbins		1300 S. O Street	Shed	NONE	4/9/2016	11/8/2018					

104	2015	Michael Bilyeu		1011 N B Street	Deck	10/12/2015	4/9/2016	11/8/2018					
106	2015	Ryan Phipps		111 N G Street	Egress Window	NONE	4/10/2016	11/8/2018					
116	2015	B & S Construction		605 West 2nd Ave	Repair Foundation	10/30/2015	4/27/2016	11/8/2018					
115	2015	Plumb Construction LLC	Dave Dobson	315 South Spruce Street	Alteration Finish Basement	11/12/2015	5/10/2016						
41	2015	James Lavelle		1719 E Boston Ave	Addition	11/15/2016	5/13/2016	11/8/2018					Note on Building permit says RENEW 1 TIME ONLY
26	2015	Dave Morey		1009 W 3rd Ave	Garage	11/16/2015	5/14/2016						
78	2015	Garrett Miller		503 West 18th Place	Garage	NONE	5/17/2016						
128	2015	Dan J Nicholson		607 S Howard	Carport Root Only	12/1/2015	5/29/2016						
133	2015	Jeremy Selvage		3214 W 4th Ave	Garage	NONE	6/8/2016						
37	2018												
2	2015	Indianola Com. School Dist. / Emerson Elem.		1109 E Euclid Ave	Elem Addition Alteration	12/15/2015	6/12/2016						Per DC- ok to close. Director should have signed. I have no problem with documentation other than signature. DC
135	2015	Scenic Point Mall	Troy Knight	1709 N Jefferson Way #200	Alteration Office	NONE	6/15/2016	11/12/2018					Note in file from RP 2/27/18 left message about open permit and status.
82	2015	Brian Hoxmeier		1308 N 6th Street	Basement Finish	1/6/2016	7/4/2016						
98	2017	Jeffrey Simmerman		102 S 20th Street	Deck	8/28/2017	2/24/2018	10/31/2018	Yes	No			Owner called in. Extension given per DC till 02/01/2019

<u>Property Address</u>	<u>Owners</u>	<u>Issue</u>	<u>QA</u>		<u>Current Action</u>	<u>LEGAL</u>	<u>Deadline</u>
208 S 4th Street	Karla Gilsalazar	Junk Debris			Caller reports overflowing trash in yard and dumpster at end of street full, no pick up. Believes this home is being rented and not being maintained appropriatley. 12/05/18 KM visited site. Left hanger and took pics. Mail letter	Letter	12/14/18
111 S J Street	Muriel Short Revocable Trust	Tall Weeds			09/24/18 Kevin to visit take pics. Pics taken. 641-521-6939 Realtor, contacted realty company. They would arrange for grass to be mowed and work done. Recheck in 7 days 09/28 Kevin visited. No change. Send letter 10/11 KM visited site. Left notice 10/17/18 still no progress. Pics taken. KM says to abate. sent out for bid for the branches. 10/24/18 no change reported. pics taken. Place on abate list. 11/01/18 Kevin visited site. states brush pile still present. On abate list for this weekend. Assigned to JTL/ ETA 11/21/18. AS OF 11/28/18 this has not been abated. Contact JTL Brush pile still in back of home. 12/05/2018 KM visited site. No changes. Took pics. Contract a new co. to abate since not done yet.	ABATE	12/12/18
1213 W Clinton	Chad Cumes, Jennifer Larson	Inpropery Disposal of Yard Waste			Caller reports inproper disposal of yard waste in the creek behind the residence, causing build up and clogging the creek. 11/19 took pics. Door hanger left. Sent to legal. Send letter, may issue municiple infraction. 12/05/2018 burning construction equipment in open pit, pics taken. Forward	Letter Refer to Legal	12/14/18
1007 N D Street	Rebel Snodgrass	Tree			Letters sent for tree, construction pile removal, trailer with unregistered tagsoparked on grass not parked on concrete lot. 10/24/18 KM took pics. No change. Move to legal . Discuss with Jason/Oxford bid for abate/removal. 11/01/18 Kevin visited site. Trailer tags have been updated but no other changes seen. Pics taken. 11/07 KM states Jason to take care of- Pass. Reminder email to Jason sent 11/08. Emailed Jason for follow up 11/28/18 Jason states ABATE- Advised need to contact Oxford to abate. 12/05/18 KM visited site. Spoke to resident stating he will take care of it this week. Advised abatement deadline exceeded. KM to give extension till next week then abate asap if not completed	BID FOR ABATE	12/12/18
609 E 2nd Ave	Larry Veri Lynn 53239 Hwy 65 Lucas, IA 50151	Tall Weeds/Tree debri is yard			12/05/18 in legal. KM visited site regarding yard. Home appears to have been previously on fire. Windows boarded but door open. Branches and tree debris all around the home. Send letter to owners for abatement of yard debri. Km to visit by 12/14/18 then to abate if not completed.	Letter	12/14/18
604 N Howard Street	Lewis Souer S R Street Unit 1	Junk Debris in Alleyway	701		Junk and debris falling from garage into alley way, impeding ability for use. KM to visit site and take pics. Letter allows 30days for vehicles. Recheck for progress 12/21		12/21/18
308 W 1st	Ernest Martens	Junk Debris			Follow up on property 12/21/18 with several junk and debris items in the yard.		12/21/18
303 W 17th Street	Jeffrey Schrader	Tall Weeds			10/11/18 visited site. Pics taken 10/12/18 - 10/15/18 letter sent. 10/24/18 KM visited site. Took pics for record. Send letter. 11/01/18 pics taken. Same . Bid for abate. DC to follow up. Take pics. 11/18 Uhaul on site. Tenant moving out. Owner given extension once tenant is gone to rectify nuisance. Check on 12/21/18. 12/05/18 KM left door knocker with copy of letters sent and notice that abatement deadline exceeded. Previous tenant has moved out and owner now taking back home. Advised to call CD office within 24 hours	BID FOR ABATE	12/21/18
410 E 1st Street	Benjamin Segebart	Brush Pile Junk Debri			11/19 pics taken, Wood spool and brush pile behind shed/garage by alleyway. Letter sent. 12/05/18 KM visited site. Brush pile and junk ebri have been cleared and site is complete. Remove from list		Closed

507 N 10th Street	Paul Wilson	Trees, Brush Pile		Visited site 10/25/18, left door knocker. Visited site 10/30/18 took pics. Sent letter 10/31/18. 11/07 KM visited site. Pics taken. Owner called in, states they are working on it. Asked forextension till after Thanksgiving. Will recheck on 11/28/18 SAME 11/28 spool still present. 12/05/18 KM visited site. Complete		Closed
-------------------	-------------	-------------------	--	---	--	--------

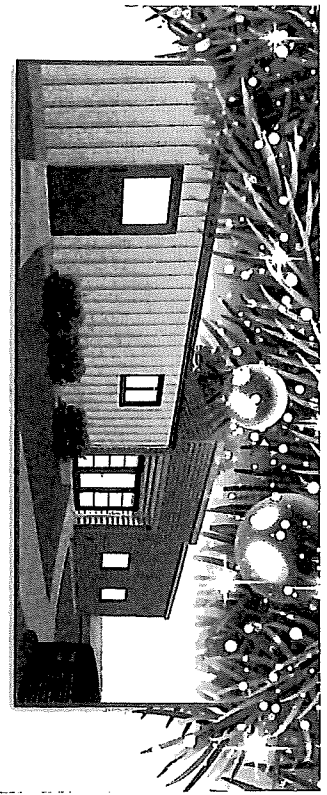
Closed this Week2

In progress8

With Legal15

January 7, 2019
Draft Council Agenda

- Minutes
- Claims
- Applications
- City Manager's Report
- 15th Street & Highway 92 Sewer – resolution approving contract and bond
- Second consideration of a rezoning request from Tim Davison
- Second consideration of an alley request from Tim Davison
- Salaries
- Proposals for Concrete Crushing, Brush Grinding and Storm Brush
- Set public hearing for the sale and alley vacation



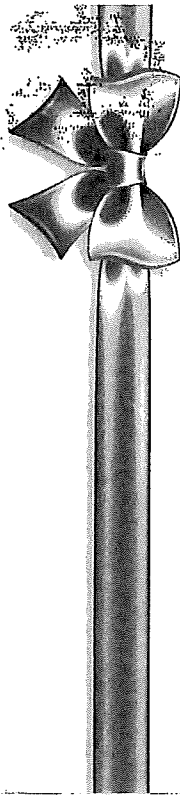
COME AND SEE
THE HELPING HAND EXPANSION PROJECT



FOOD PANTRY



GRAND OPENING!



You are invited!!
PLEASE JOIN ICYF FOR HOLIDAY
CHEER WHEN WE UNTIE THE RIBBON ON
THE DOORS TO THE NEW HELPING HAND
ICYF FOOD PANTRY EXPANSION PROJECT.
WE ARE SO PROUD OF THIS NEW FACILITY.

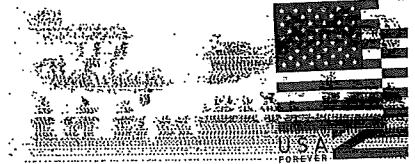
THURSDAY 5PM
DEC 13 - TO - 7PM

AT THE HELPING HAND FACILITY
109 East Clinton Avenue, Indianola

We welcome you to GIVE A HAND UP to your
community by bringing a non-perishable item to
help stock the shelves for those in need.



P.O. BOX 423
INDIANOLA, IOWA 50125



CITY OF INDIANOLA
PO BOX 299
INDIANOLA, IOWA 50125

50125-025999

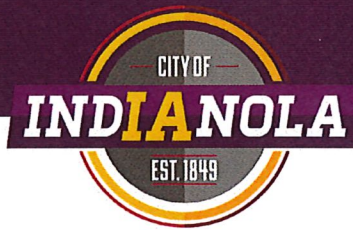


December 17, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- City Manager's Report
- PH and resolution approving the amended budget
- UR apps
- 15th Street & Highway 92 Sewer – public hearing, resolution approving plans, specs, etc and resolution awarding contract
- PH rezoning request from Tim Davison
- PH alley request from Tim Davison
- Salaries
- Proposals for the fall/spring clean up
- Discussion and direction for continued design of the waste water treatment plant and trunk sewer
- Employee handbook
- Resolution for surplus property – street department
- Sidewalk waiver for 1210 South “R”
- DOT presentation concerning 4-lane to 3 lane conversion
- Update on the development review process for Community Development
- Set public hearing to sale 400 E. Euclid Avenue
- Approval of a Administrative Clerk
- Executive session litigation

December 17, 2018
Draft Council Study Agenda

- Discuss parking lot items for the FY 20 budget



WATER POLLUTION CONTROL

December 7, 2018

James Mikulanec
800 Scott Felton Rd
Indianola, IA 50125

Mr. Mikulanec,

As you are aware, there was an issue in front of your residence where the street had collapsed near the curb on your side of the street. When the city was notified of this, the wastewater department ran a sewer camera in the sewer main in the middle of the street to verify the void wasn't due to an issue with the city's sewer main. While televising the main it was noted that there was an excessive amount of water coming from your lateral (several possibilities why: shower running, toilet being flushed etc.) which is under the part of the street that was collapsed.

When the street department started to remove the damaged concrete, crews noticed a sewer smell in the soil and were concerned that there was an issue with your sewer lateral. City staff attempted to obtain permission to televise the private sewer lateral that serves your residence; however, because permission was not granted, we were required to finish the repairs to the road.

We wanted to provide this letter to you because of the smell and what it may signify. Accordingly, it is our recommendation that you have the private sewer lateral inspected and, if needed, repaired. A licensed plumber can provide this service. The City's Wastewater Dept. can also televise your sewer lateral at no charge if you would like to have this done.

If you have any questions or comments you can reach me by phone at 515-962-5284 or email me at rgraves@indianolaiowa.gov.

Thank you,

Rick Graves
Wastewater Supt.
City of Indianola