



— Clerk's Office —

NOTICE:

The City of Indianola is committed to the safety of our community and our organization. We understand that many in our community may have questions of the City, but who also may be nervous about attending gatherings such as a City Council meeting due to the COVID-19 Pandemic.

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

You may also view the meeting via a zoom webinar (Password: 157241):
<https://us02web.zoom.us/j/87887888458?pwd=dHJ6VU1BNHZNbkxTT3JWWUItRU5kdz09>

Webinar ID: 878 8788 8458 Passcode: 157241

Or iPhone: 1-646-558-8656, 87887888458#, 0#, 157241# or 1-301-715-8592, 87887888458#, 0#, 157241#

Or Telephone Dial: 1-646-558-8656 or 1-301-715-8592 or 1-312-626-6799 or 1-669-900-9128 or 1-253-215-8782 or 1-346-248-7799

If you have a question or would like to submit a public comment, but are unable to attend the City Council meeting due to concerns about COVID-19, please do one of the following:

- Call 515-962-5240 immediately before the public comment or public hearing;
- Submit an electronic public comment form by visiting our website at <http://www.indianolaiowa.gov/Public-Comment>
- Submit the form on page seven (7) of the packet to:

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

(May be dropped off at the Police Station – south entrance)

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

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

Thank you for your cooperation, patience and understanding.

- The City of Indianola



CITY OF INDIANOLA COUNCIL MEETING

December 7, 2020

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. **Page 6** Open Forum (Public comment)
5. Consent
 - A. Approval of agenda
 - B. **Page 8** Claims on the computer printout for December 7, 2020.
 - C. **Page 28** Approval of November 16, 2020 Minutes.
 - D. Applications
 1. **Page 34** Approval of a Class C Liquor License with catering, outdoor service, and Sunday sales privileges for Brickhouse Tavern located at 107 North Buxton.
 - E. **Page 35** Resolution approving Change Order No 6 and Pay Application No 7 for the Jerry Kelley Trail Project.
 - F. **Page 39** Approval of Pay Application No 7 from Vanderpool Construction for the Quail Meadows 3 Lift Station and Sewer Improvements Project in the amount of \$88,632.33.
 - G. **Page 44** Resolution approving final payment and acceptance of the Wellness Center precast wall repairs project.
 - H. **Page 49** Resolution approving the Audit Contract for FY2021-FY2023.

- I. **Page 68** Second consideration of an Ordinance rezoning land generally located at 506 and 508 West 2nd Avenue from the C-2, Highway Commercial Zoning District to the R-2 or R-3 Residential Zoning District.
 - J. **Page 70** Second consideration of an Ordinance amending the recycling fees to account for the increase being implemented by Waste Management.
 - K. **Page 72** Resolution approving vacation rollover amount.
 - L. **Page 75** Resolution approving salaries.
6. Council Reports
- A. **Page 77** Annual Convention and Visitors Bureau Update from Greg Edwards, President and CEO of Catch Des Moines.
 - B. Bravo Report - Council Member Bob Kling
 - C. **Page 78** Resolution supporting the George Washington Carver Statue Project.
 - D. **Page 79** Consideration of the nomination of Grant Darrah to serve on the Fine Art and Beautification Commission for a term beginning immediately and ending July 1, 2022.
 - E. **Page 83** Consideration of the nomination of Laurel Halstead to serve on the Fine Art and Beautification Commission for a term beginning immediately and ending July 1, 2022.
7. Mayor's Report — Pam Pepper
- A. Community Update
 - B. **Page 90** Indianola Municipal Utilities Board of Trustees update.
8. Public Consideration
- A. Old Business
 - 1. **Page 91** Public Hearing for Indianola Eats Community Development Block Grant (CDBG) Program Grant.
 - 2. **Page 92** **Verification of vacation of public roadway formerly known as Dayton Street (now known as Detroit Avenue) within the Simpson College campus.**
 - a. **Page 101** Public Hearing on a proposal to verify the vacation of a public roadway formerly known as Dayton Street (now known as Detroit Avenue) within the Simpson College campus.

b. Page 102 Resolution authorizing the vacation of a public street and the conveyance thereof.

3. Page 103 Series 2020A Bonds

a. Page 185 Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

b. Page 186 Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, and levying a tax to pay said notes; approval of the tax exemption certificate and continuing disclosure certificate.

4. Page 187 Series 2020B Bonds

a. Page 256 Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

b. Page 257 Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$2,850,000 general obligation refunding capital loan notes, series 2020B (Qualified 501(c)(3) bonds), and levying a tax to pay said notes; approval of the tax exemption certificate and continuing disclosure statement.

5. Page 258 Resolution approving an agreement for DOT/DNR tree funding with the Iowa Department of Transportation.

B. New Business

1. Page 270 Resolution approving Title VI assurances and agreement.

2. Page 287 Resolution approving a Professional Services Agreement with Jetco to perform Lift Station upgrades in the amount of \$48,819.

3. Page 305 Resolution approving an amendment to the City's existing Dangerous and Dilapidated Program.

9. Other Business

A. City Manager's Report — Ryan Waller

1. Page 310 Discussion and direction on storm sewer repair in the downtown Square.

2. Page 313 Receive and file correspondence from November 13, 20 and 25, 2020 weekly updates from City Manager, Ryan Waller.

B. Page 324 Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

1. Page 325 Any action necessitated by closed session.

10. Adjourn

Meeting Date: 12/07/2020

Subject

Open Forum (Public comment)

Information

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

(Indianola City Council Rules of Procedure)

Fiscal Impact

Attachments

Public Comment Form



CITY OF INDIANOLA PUBLIC COMMENT FORM

If you would like to address the Council during Open Forum (aka Public Comment) or during a Public Hearing, please complete and return this form to the Deputy City Clerk.

Electronic submissions will be distributed to the Mayor and Council. Citizens attending the meeting will be called to the podium to speak.

Please complete the following information:

Your Name: _____

Your Address: _____

Organization (if applicable): _____

City Council Meeting Date: _____

Agenda Item or topic if not on the agenda: _____

Comment: _____

Open Forum

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(Indianola City Council Rules of Procedure)

Meeting Date: 12/07/2020

Subject

Claims on the computer printout for December 7, 2020.

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC	NOVEMBER 2020 CLEANING	11/17/2020	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLEANING - NOVEMBER 2020	11/17/2020	1,525.00	PARK & RECREATION FUND
ACCESS SYSTEMS	NETWORK SECURITY AUDIT	11/12/2020	500	GENERAL FUND
ACCURATE HYDRAULICS & MACHINE SERVICES	SNOW PLOW PARTS	11/9/2020	2,123.40	ROAD USE TAX FUND
ACE HARDWARE	SIGN	11/11/2020	49.99	ROAD USE TAX FUND
ACE HARDWARE	BUILDING MAINTENANCE	11/12/2020	86.74	ROAD USE TAX FUND
ACE HARDWARE	BUILDING MAINTENANCE - FIRE PREVENTION	11/12/2020	49.93	ROAD USE TAX FUND
ACE HARDWARE	SHOP SUPPLIES	11/16/2020	6.3	ROAD USE TAX FUND
ACE HARDWARE	SOUTH PLANT REPAIRS	11/16/2020	35.58	SEWER FUND
ACE HARDWARE	SOUTH PLANT REPAIRS	11/16/2020	-0.6	SEWER FUND
ACTION REPROGRAPHICS	WRAP CAR	11/12/2020	992	POLICE FUND
AGRILAND FS INC	SEED - PICKARD SB FIELDS	11/18/2020	149.5	PARK & RECREATION
AIR-CON MECHANICAL CORP.	REST ROOM REPAIR	11/12/2020	220.97	GENERAL FUND
AIR-CON MECHANICAL CORP.	BOILER REPAIR	11/16/2020	556.4	GENERAL FUND
ALLSUP, PAT	CELL	11/17/2020	50	POLICE FUND
AMAZON CAPITAL SERVICES	REFUND/RETURNED ITEM	11/7/2020	-3.99	PARK & RECREATION FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/19/2020	45.87	GENERAL FUND

AMAZON CAPITAL SERVICES	EQUIPMENT FOR TIM'S CELL PHONE	11/12/2020	27.87	GENERAL FUND
AMAZON CAPITAL SERVICES	REFUND/RETURN ITEM MICROPHONE	11/7/2020	-28.95	PARK & RECREATION FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/15/2020	136.82	ROAD USE TAX FUND
AMAZON CAPITAL SERVICES	SUPPLIES FOR CELL PHONE	11/21/2020	32.93	GENERAL FUND
A-TEC RECYCLING INC	ANNUAL FALL CLEANUP-ELECTRONIC	10/26/2020	2493.69	GENERAL FUND
AUBERT'S TOWING	TOW - ABANDONED	10/11/2020	175	POLICE FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - CITY MANAGER	11/20/2020	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - HR	11/20/2020	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - IT	11/20/2020	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - FINANCE/CLERK	11/20/2020	28.98	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - COMM DEV	11/20/2020	19	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - PARKS	11/20/2020	21.94	PARK & RECREATION FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - LIBRARY	11/20/2020	29.94	LIBRARY FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - SEWER	11/20/2020	46.41	SEWER FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	EE LIABILITY	11/20/2020	387	GENERAL FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - STREETS	11/20/2020	50.92	ROAD USE TAX FUND

AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - FIRE	11/20/2020	10.22	FIRE FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - AMBULANCE	11/20/2020	57.92	AMBULANCE FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - P&R	11/20/2020	29.49	PARK & RECREATION FUND
AVESIS THIRD PARTY ADMINISTRATORS INC	VISION - POLICE	11/20/2020	139.63	POLICE FUND
BJORK, BREANA	REFUND - BABYSITTING CLINIC	11/13/2020	25	PARK & RECREATION
BOLTON & MENK INC	STREET SCAPE	10/30/2020	43,375.00	SQUARE STREETSCAPE
BONNIE'S BARRICADES	SIGNAGE-507-1007 E 2ND	10/31/2020	341.4	SEWER CAPITAL PROJECTS
BONNIE'S BARRICADES	BARRICADES - 65/69 MEDIAN	11/13/2020	1,119.90	PARK & RECREATION
BRICK GENTRY P.C.	UNION NEGOTIATION	9/25/2020	855	POLICE FUND
BRICK GENTRY P.C.	UNION NEGOTIATION	9/25/2020	135	ROAD USE TAX FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	9/25/2020	945	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	11/25/2020	583	GENERAL FUND
BRICK GENTRY P.C.	LEGAL FEES	11/25/2020	180	GENERAL FUND
BRICK GENTRY P.C.	FORD M-245 AND S HOFER	11/25/2020	165	FIRE FUND
BRICK GENTRY P.C.	HR LEGAL SERVICES	11/25/2020	1,035.00	GENERAL FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	11/25/2020	6,165.00	GENERAL FUND
BRICK GENTRY P.C.	LITIGATION MATTERS	11/25/2020	90	GENERAL FUND
BRICK GENTRY P.C.	NOVEMBER PROSECUTIONS	11/25/2020	1,050.00	GENERAL FUND
BRICK GENTRY P.C.	UNION NEGOTIATIONS	11/25/2020	315	POLICE FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	11/25/2020	375	SEWER FUND
BUTTON, DAVID	WELLNESS	11/5/2020	30	POLICE FUND
CDW GOVERNMENT INC	EMAIL SEC GTW	11/13/2020	1,009.20	GENERAL FUND

CENTRAL IOWA PEST CONTROL SRVCS	EXTERMINATOR	11/10/2020	40	GENERAL FUND
CENTURYLINK	PHONE	10/22/2020	54.47	GENERAL FUND
CINTAS CORPORATION	FIRST AID ITEMS	10/20/2020	138.9	ROAD USE TAX FUND
CINTAS CORPORATION	FIRST AID SUPPLIES	11/18/2020	68.48	ROAD USE TAX FUND
CIRCLE B CASHWAY	BUILDING MAINTENANCE - ROOF REPAIR	11/17/2020	124.93	ROAD USE TAX FUND
CONFLUENCE INC.	CODE UPDATES	11/5/2020	4,552.70	GENERAL FUND
CR SERVICES	EAR PLUGS	11/9/2020	60.6	ROAD USE TAX FUND
CR SERVICES	BATHROOM SUPPLIES	11/9/2020	15.88	ROAD USE TAX FUND
CREATIVE GENIUSES LLC	INSTRUCTOR - CREATIVE GENIUSES	11/19/2020	165.2	PARK & RECREATION
CUMMINS SALES AND SERVICE	KEYS FOR TRANSFER SWITCH	11/17/2020	48.28	SEWER FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1645 9/30-10/7	11/1/2020	348.09	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE ACE SIGN REQUEST	10/28/2020	34.71	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - GO LOAN	10/28/2020	66.1	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES/CLAIMS 10/18	10/28/2020	285.88	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - 506 & 508 W 2ND REZONING	10/28/2020	42.43	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - CAPITAL LOAN	10/28/2020	69.71	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - 506 W 2ND DEV AGREE	10/28/2020	38.82	GENERAL FUND

DES MOINES REGISTER MEDIA	PH NOTICE - SALE OF 506 W 2ND	10/28/2020	40.88	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - BUDGET AMENDMENT	10/28/2020	135.1	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - E IA AVE PAVING	10/28/2020	108.82	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES 9/29	10/28/2020	34.19	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1648 FIRE CODE	10/28/2020	314.83	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF INTENT TO APPOINT MAYAOR	10/28/2020	82.37	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES/CLAIMS 10/05	10/28/2020	204.56	GENERAL FUND
DEWEY FORD	MEDIC 245 REPAIRS	11/18/2020	1,912.10	AMBULANCE FUND
DIVERSIFIED INSPECTIONS INC	LADDER TESTING	10/31/2020	1,025.00	FIRE FUND
DOMINGUEZ, PAUL	COVID-19 TEST	11/12/2020	80	FIRE FUND
DOORS INC	YMCA KEYS	10/30/2020	61.5	YMCA MAINTENANCE
EMBLEM ENTERPRISES INC	PATCHES/UNIFORMS	11/6/2020	1,069.67	POLICE FUND
EMC FIRE	SERVICE GENESIS EXTRICATION EQUIPMENT	11/9/2020	1,525.00	FIRE FUND
FORMATION GROUP	CH ASSESSMENT INVOICE #13	10/31/2020	1,890.00	GENERAL FUND
GALLS LLC	UNIFORMS	10/20/2020	183.96	POLICE FUND
GALLS LLC	UNIFORMS	11/11/2020	64.5	FIRE FUND
GALLS LLC	UNIFORMS - TED	11/12/2020	45	FIRE FUND

GOLDEN CIRCLE MUN. OFF.	FY2021 GCMFOA MEMBERSHIP	11/23/2020	40	GENERAL FUND
GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA WEBINAR-POSITION SUMMARY	11/6/2020	35	GENERAL FUND
GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA WEBINAR-INTRO TO GOVT ACCT	11/23/2020	85	GENERAL FUND
GOVQA LLC	GOVQA	11/1/2020	140	GENERAL FUND
HAWKEYE TRUCK EQUIPMENT	SPARE PARTS FOR PLOW TRUCKS	11/12/2020	1,205.00	ROAD USE TAX FUND
HAWKINS, ROB	CELL PHONE 10/26/2020-11/25/2020	11/16/2020	50	POLICE FUND
HENSLEY, NELLIE E.	PATIENT OVERPAID RESPONSIBILITY	7/30/2020	385.77	AMBULANCE FUND
HOMMER'S HARDWOODS	SIDEBOARDS FOR EQUIPMENT	11/23/2020	35	ROAD USE TAX FUND
HOWREY CONSTRUCTION LLC	JK TRAIL RETAINAGE	12/2/2020	14,091.67	CAPITAL PROJECTS FUND
HOWREY CONSTRUCTION LLC	PAY APP #7 - JK TRAIL	12/2/2020	4,930.81	CAPITAL PROJECTS FUND
HR GREEN INC	SERVICES THRU SEPT 11, 2020	9/25/2020	103,069.26	WWTP FACILITY
HR GREEN INC	SERVICES THRU OCTOBER 30, 2020	11/15/2020	178,408.90	WWTP FACILITY
HRAHA, LISA	CHICOMETRICS REFUND	11/25/2020	27.5	PARK & RECREATION
HUTCHINSON SALT CO. INC.	SALT	11/8/2020	3,396.67	ROAD USE TAX FUND
HUTCHINSON SALT CO. INC.	SALT	11/8/2020	3,379.83	ROAD USE TAX FUND

IA COMMUNITIES ASSURANCE POOL	KADING CLAIM EXPENSE	7/23/2020	210.15	CITY LIAB INS RESERVE FUND
IA COMMUNITIES ASSURANCE POOL	KADING CLAIM EXPENSE	11/10/2020	59.78	CITY LIAB INS RESERVE FUND
IMU - UTILITIES	PHONE	11/1/2020	744.36	GENERAL FUND
IMU - UTILITIES	INTERNET	11/1/2020	142	GENERAL FUND
IMU - UTILITIES	UTILITIES	11/1/2020	42.93	FIRE FUND
IMU - UTILITIES	UTILITIES	11/1/2020	442.16	ROAD USE TAX FUND
IMU - UTILITIES	UTILITIES	11/1/2020	203.45	FIRE FUND
INDIANOLA HOME & LAWN CARE	ABATEMENTS	11/10/2020	200	GENERAL FUND
INDIANOLA MUNICIPAL UTILITIES	DECEMBER 2020 BILLING SERVICES	12/1/2020	5,000.00	SEWER FUND
INDIANOLA MUNICIPAL UTILITIES	DECEMBER 2020 BILLING SERVICES	12/1/2020	710.5	STORMWATER UTILITY FUND
INDIANOLA MUNICIPAL UTILITIES	DECEMBER 2020 BILLING SERVICES	12/1/2020	710.75	RECYCLING FUND
IOWA CLINIC	FULL-TIME HIRE TREADMILL	11/19/2020	300	FIRE FUND
IOWA DEPT. OF TRANSPORTATION	SNOW REMOVAL EQUIPMENT	10/29/2020	598.3	ROAD USE TAX FUND
IOWA DEPT. OF TRANSPORTATION	STOP SIGNS	11/9/2020	803.85	ROAD USE TAX FUND
IOWA DEPT. OF TRANSPORTATION	STOP SIGNS	11/10/2020	803.85	ROAD USE TAX FUND
IOWA FIREFIGHTERS ASSOC.	IOWA FIGHTERFIGHTERS ASSOCIATION	11/23/2020	455	FIRE FUND

IOWA LAW ENFORCEMENT ACADEMY	TRAINING	11/20/2020	50	POLICE FUND
IOWA LAW ENFORCEMENT ACADEMY	MISC FEE/TRAINING	11/18/2020	125	POLICE FUND
IOWA ONE CALL	LOCATES	11/12/2020	446.4	SEWER FUND
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP	12/2/2020	125	POLICE FUND
IOWA PRISON INDUSTRIES	SIGNS	10/16/2020	238.15	ROAD USE TAX FUND
IOWA PRISON INDUSTRIES	TRAFFIC SIGNS	10/26/2020	396.33	ROAD USE TAX FUND
IOWA PRISON INDUSTRIES	SIGNS (RETURNED/CREDIT)	11/13/2020	-270.24	ROAD USE TAX FUND
IOWA WATER MANAGEMENT CO.	WATER MGR LIBRARY	12/1/2020	40	LIBRARY FUND
IOWA WATER MANAGEMENT CO.	WATER MGR MUN BLDG	12/1/2020	150	GENERAL FUND
JAKES LAWN & LANDSCAPING LLC	HWY 92 TURF/GRASS REPAIR	11/3/2020	1,600.00	PARK & RECREATION FUND
JG'S OLD FURNITURE SYSTEMS	CAPTAINS OFFICE MOVED NEW DESK INSTALLATION	11/13/2020	726	FIRE FUND
JV TRUCKING LLC	ROAD STONE	8/15/2020	1,108.03	ROAD USE TAX FUND
JV TRUCKING LLC	ROAD STONE	5/31/2023	4,684.51	ROAD USE TAX FUND
JV TRUCKING LLC	ROAD STONE	11/11/2020	1,462.50	ROAD USE TAX FUND
KELLER, KAYLA	CHICOMETRICS REFUND	11/25/2020	27.5	PARK & RECREATION
KELLER'S GARAGE	REAR BRAKES REPLCED	11/19/2020	1,090.16	AMBULANCE FUND

KEYSTONE LABORATORIES INC	MONTHLY LAB TESTS	11/12/2020	1,095.20	SEWER FUND
KIESLER POLICE SUPPLY INC	AMMUNITION	11/6/2020	998	POLICE FUND
KIRKPATRICK, PEGGY	CHICOMETRICS REFUND	11/25/2020	24.5	PARK & RECREATION
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	12/1/2020	2,912.00	POLICE FUND
LOGAN CONTRACTORS SUPPLY INC.	WAND HARNESS EXTENSION	11/13/2020	-240.56	ROAD USE TAX FUND
LOGAN CONTRACTORS SUPPLY INC.	PART FOR AIR COMPRESSOR	11/17/2020	23.97	ROAD USE TAX FUND
LOGAN CONTRACTORS SUPPLY INC.	SURVEY TRANSIT FOR GRADING AND CONSTRUCTION	11/17/2020	950	ROAD USE TAX FUND
MATHESON TRI-GAS INC	OXYGEN	11/10/2020	310.78	AMBULANCE FUND
MATHESON TRI-GAS INC	OXYGEN EMS	11/30/2020	125.05	AMBULANCE FUND
MCCOY HARDWARE INC	STATION SUPPLIES	4/29/2020	14.22	FIRE FUND
MCCOY HARDWARE INC	ELECTRICAL PARTS	5/6/2020	15.29	FIRE FUND
MCCOY HARDWARE INC	STATION SUPPLIES	5/22/2020	12.13	FIRE FUND
MCCOY HARDWARE INC	HARDWARE FOR DOORS	7/21/2020	8.35	FIRE FUND
MCCOY HARDWARE INC	SHOP MATERIALS	7/23/2020	19.76	ROAD USE TAX FUND
MCCOY HARDWARE INC	HARDWARE FOR STATION	7/28/2020	11.49	FIRE FUND
MCCOY HARDWARE INC	STREET REPAIR	8/27/2020	21.88	ROAD USE TAX FUND
MCCOY HARDWARE INC	STATION SUPPLIES	9/10/2020	48.57	FIRE FUND
MCCOY HARDWARE INC	STATION SUPPLIES	9/21/2020	24.23	FIRE FUND
MCCOY HARDWARE INC	AA BATTERIES	9/26/2020	11.69	LIBRARY FUND
MCCOY HARDWARE INC	STATION SUPPLIES	10/23/2020	9.88	FIRE FUND
MCCOY HARDWARE INC	OFFICE SUPPLIES (REIMBURSED 11/30/2020)	10/23/2020	22.48	GENERAL FUND

MCCOY HARDWARE INC	OFFICE SUPPLIES (REIMBURSED 11/30/2020)	11/3/2020	7.64	FIRE FUND
MCCOY HARDWARE INC	CLEANING SUPPLIES, BAIT AND ANTIFREEZE	11/6/2020	109.77	SEWER FUND
MCCOY HARDWARE INC	RV ANTIFREEZE	11/10/2020	3.99	PARK & RECREATION
MCCOY HARDWARE INC	STRIPING PAINT	11/20/2020	5.77	PARK & RECREATION
MCCOY HARDWARE INC	KEYS FOR PADDLE LOCKS	11/23/2020	4.12	SEWER FUND
MCCOY HARDWARE INC	STATION SUPPLIES	9/3/2020	58.97	FIRE FUND
MCCOY HARDWARE INC	EQUIPMENT REPAIR	9/22/2020	12.47	ROAD USE TAX FUND
MENARDS	ROOF SEALER AND ROLLERS 206 N 1ST	11/5/2020	216.95	FIRE FUND
MENARDS	15 GALLONS OF ROOF SEALER 206 N1ST	11/6/2020	297	FIRE FUND
MENARDS	VMAC - DECK STAIN	11/17/2020	235.97	POOL (MEMORIAL) FUND
MID AMERICAN ENERGY CO.	UTILIES	11/10/2020	129.18	ROAD USE TAX FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	11/13/2020	73.18	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	11/13/2020	39.23	SEWER FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	11/17/2020	62.67	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES	11/17/2020	49.72	FIRE FUND
MID AMERICAN ENERGY CO.	UTILITIES 909 HILLCREST	11/17/2020	12.13	FIRE FUND
MID AMERICAN ENERGY CO.	FUEL, HEAT ACTIVITY CENTER	11/17/2020	233.73	PARK & RECREATION FUND
MID AMERICAN ENERGY CO.	UTILITIES	11/17/2020	198.66	ROAD USE TAX FUND
MID AMERICAN ENERGY CO.	FUEL, HEAT BUILDING	11/17/2020	18.13	POLICE FUND
MID AMERICAN ENERGY CO.	FUEL HEAT CITY HALL	11/17/2020	821.26	GENERAL FUND

MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	11/30/2020	30.4	SEWER FUND
MIDWEST ALARM SERVICES	ALARM TESTING CITY HALL	9/8/2020	510.96	GENERAL FUND
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION	9/8/2020	275.04	PARK & RECREATION
MILLER ELECTRICAL SERVICES	INSTALL EXIT LIGHT-FIRE PLAN	11/5/2020	326.51	ROAD USE TAX FUND
MITCHELL, DEBBIE	CHICOMETERICS REFUND	11/25/2020	24.5	PARK & RECREATION
MOTOROLA SOLUTIONS	RADIOS	10/28/2020	13,221.30	POLICE FUND
MUNICIPAL SUPPLY INC	PRO RINGS	10/30/2020	354	SEWER FUND
MURPHY TRACTOR & EQUIPMENT	REPAIR H 37 BACKHOE	10/5/2020	357	ROAD USE TAX FUND
NELLER, THEODORE	PARAMEDIC NATIONAL TEST	10/2/2020	125	FIRE FUND
NETWRIX CORPORATION	NETWRIX AUDITOR	11/20/2020	327.5	GENERAL FUND
NORWALK READY-MIXED CONCRETE	1 MANHOLE REPAIR	10/28/2020	130	SEWER CAPITAL PROJECTS FUND
NORWALK READY-MIXED CONCRETE	SALT STORAGE	11/9/2020	510	ROAD USE TAX FUND
NORWALK READY-MIXED CONCRETE	1 MANHOLE REPAIR	11/17/2020	212	SEWER CAPITAL PROJECTS FUND
NORWALK READY-MIXED CONCRETE	1 MANHOLE REPAIR	10/28/2020	130	SEWER CAPITAL PROJECTS FUND
O'HALLORAN INTERNATIONAL	JETTER AIR LINE REPAIRS	11/18/2020	237.21	SEWER FUND

O'KEEFE ELEVATOR CO.	ELEV MAINT AGREEMENT	12/1/2020	318.3	GENERAL FUND
O'REILLY AUTO PARTS	PPE RUBBER GLOVES	9/29/2020	113.94	ROAD USE TAX FUND
O'REILLY AUTO PARTS	FILTER REPAIR VEHICLE	10/29/2020	323.86	ROAD USE TAX FUND
O'REILLY AUTO PARTS	FUEL FILTER REPAIR VEHICLE	10/29/2020	117.43	ROAD USE TAX FUND
O'REILLY AUTO PARTS	OIL FILTER	11/2/2020	53.76	ROAD USE TAX FUND
O'REILLY AUTO PARTS	UNDER COATING FOR SALT BIN	11/9/2020	41.54	ROAD USE TAX FUND
O'REILLY AUTO PARTS	PARTS FOR PAINT TRAILER	11/10/2020	10.99	ROAD USE TAX FUND
O'REILLY AUTO PARTS	BEARINGS FOR ELECTRIC CLUTCH	11/20/2020	57.28	PARK & RECREATION
PHILIPS MEDICAL CAPITAL	CARDIAC MONITOR LEASE	11/7/2020	1,348.11	AMBULANCE FUND
PIERCE BROTHERS REPAIR	WELD CRACKS ON STEINER SNOWPLOW	11/18/2020	28	PARK & RECREATION
PIERCE BROTHERS REPAIR	EQUIPMENT REPAIR	10/30/2020	396.55	ROAD USE TAX FUND
PINE VALLEY INSPECTIONS/CONSULTING LLC	CONSULTING	11/21/2020	420	GENERAL FUND
PITNEY BOWES	POSTAGE	10/16/2020	331.47	GENERAL FUND
PITNEY BOWES	INK CARTRIDGE	11/5/2020	254.97	GENERAL FUND
PRO-IMAGE SIGN & LIGHTING	LOGO FOR EQUIPMENT	11/3/2020	199.5	ROAD USE TAX FUND
PURCHASE POWER	POSTAGE REFILL	11/10/2020	500	GENERAL FUND
PURCHASE POWER	POSTAGE	11/10/2020	149.85	GENERAL FUND
RODGERS, BRYNN	EVERGREEN GRINCH TREE REFUND	11/25/2020	35	PARK & RECREATION
SANDRY FIRE SUPPLY LLC	MSA 420 APR MASK & FLITERS	11/18/2020	220	FIRE FUND
SHULL, DOUG	CONTRACTED SERVICES	12/1/2020	83.33	GENERAL FUND

SITEONE LANDSCAPE SUPPLY LLC	2 PVC FITTINGS"	11/5/2020	20.15	PARK & RECREATION FUND
SNYDER & ASSOCIATES INC	DRAINAGE MASTER PLAN	10/20/2020	1,500.00	STORMWATER UTILITY
SNYDER & ASSOCIATES INC	IOWA AVE PAVING	10/20/2020	7,322.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	MISC SERVICES	10/20/2020	1,354.48	GENERAL FUND
SNYDER & ASSOCIATES INC	STREET ISSUES	10/20/2020	3,228.40	ROAD USE TAX FUND
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	10/20/2020	30	STORMWATER UTILITY
SNYDER & ASSOCIATES INC	SITE PLAN REVIEW	10/20/2020	936	GENERAL FUND
SNYDER & ASSOCIATES INC	SUMMERCREST PRD - REIMBURSABLE	10/20/2020	1,200.00	GENERAL FUND
SNYDER & ASSOCIATES INC	CROWS NEST RV PARK - REIMBURSABLE	10/20/2020	3,303.50	GENERAL FUND
SNYDER & ASSOCIATES INC	ASHTON PARK PLAT 7 - REIMBURSABLE	10/20/2020	1,280.50	GENERAL FUND
SNYDER & ASSOCIATES INC	REDEVELOPMENT 1508 N JEFFERSON - REIMBURSABLE	10/20/2020	689.5	GENERAL FUND
SNYDER & ASSOCIATES INC	W CLINTON AVE CULVERT	10/20/2020	3,276.25	STORMWATER UTILITY
SNYDER, MICHELLE	MEDICAL	10/24/2020	160	POLICE FUND
STAR EQUIPMENT LTD	EQUIPMENT RENTAL - HOOP BLDG	10/22/2020	630	ROAD USE TAX FUND
STATE HYGENIC LABORATORY	ANNUAL TOXICITY TESTING	10/31/2020	500	SEWER FUND
TANNER, JANA	CHICOMETRICS REFUND	11/25/2020	27.5	PARK & RECREATION
THEISEN'S	SHOP SUPPLIES	10/28/2020	67.92	ROAD USE TAX FUND
THEISEN'S	TABLE FOR BREAK ROOM	11/17/2020	34.99	ROAD USE TAX FUND
TITAN MACHINERY	REPAIR VEHICLE	11/2/2020	668.43	ROAD USE TAX FUND
TOMIN'S TOWING	CODE ENFORCEMENT TOWING	8/25/2020	98.5	GENERAL FUND
TOMIN'S TOWING	CODE ENFORCEMENT TOWING	11/6/2020	196	GENERAL FUND
U.S. CELLULAR	CELL PHONE - FIRE DEPT	11/12/2020	128.98	AMBULANCE FUND

U.S. CELLULAR	CELL PHONES - 3 STREET	11/12/2020	97.56	ROAD USE TAX FUND
U.S. CELLULAR	CELL PHONE - PARK	11/12/2020	30.8	PARK & RECREATION
U.S. CELLULAR	CELL PHONES - 2 - SEWER	11/12/2020	92.47	SEWER FUND
U.S. CELLULAR	CELL PHONE COM DEV	11/12/2020	4.38	GENERAL FUND
U.S. POSTMASTER	POSTAGE	10/27/2020	0.62	POLICE FUND
ULINE	MAGNETIC WHITE BOARD	11/9/2020	406.7	FIRE FUND
VANDERPOOL CONSTRUCTION	QM3 LIFT STATION PAY #7	11/30/2020	88,632.33	SEWER CAPITAL PROJECTS FUND
VETTER EQUIPMENT CO	FILTER	10/13/2020	115.5	ROAD USE TAX FUND
WALLER, RYAN	CELL PHONE 10/9/20-11/8/20	11/20/2020	75	GENERAL FUND
WARREN CO. ASSESSOR	GIS CONTRACT - PER MIKE METCALF WE ARE PAYING WARREN CO DIRECTLY	7/7/2020	2,550.00	GENERAL FUND
WARREN CO. ASSESSOR	GIS CONTRACT	7/7/2020	2,550.00	ROAD USE TAX FUND
WARREN CO. ASSESSOR	GIS CONTRACT	7/7/2020	2,550.00	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	11/4/2020	421.47	PARK & RECREATION FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC CANS	11/4/2020	60.7	PARK & RECREATION FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREET DEPT	11/4/2020	1,414.03	ROAD USE TAX FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	11/4/2020	485.97	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - COM DEV	11/4/2020	38.22	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	11/4/2020	736.66	FIRE FUND

WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	11/4/2020	357.07	AMBULANCE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	11/4/2020	1,384.11	POLICE FUND
WARREN COUNTY EXTENSION	BABYSITTING CLINIC INSTRUCTOR FEES	11/19/2020	120	PARK & RECREATION FUND
WARREN COUNTY OIL	HYDRAULIC OIL	10/29/2020	413	ROAD USE TAX FUND
WASTE MANAGEMENT OF IOWA	DISPOSING LEAVES FROM BRUSH FACILITY	11/2/2020	3,259.53	GENERAL FUND
WEIDA, JULIE	EVERGREEN GRINCH TREE REFUND	11/25/2020	40	PARK & RECREATION
WELLS FARGO CCER	Adobe Acropro Subsmnthly contract	10/27/2020	14.99	POLICE FUND
WELLS FARGO CCER	Radwell InternationalControl boards for SCADA system	10/27/2020	310.11	SEWER FUND
WELLS FARGO CCER	GovdealsBlueprint Stand for hanging large set of plans	10/27/2020	26.87	SEWER FUND
WELLS FARGO CCER	One IowaContinuing Ed workshop	10/27/2020	15	LIBRARY FUND
WELLS FARGO CCER	Quill CorporationOffice supplies	10/9/2020	60.99	POLICE FUND
WELLS FARGO CCER	Quill Corporationoffice supplies	10/9/2020	125.91	POLICE FUND
WELLS FARGO CCER	Nfpa Natl Fire ProtectNFPA Fire Prevention Kit for 2020	10/5/2020	475.31	FIRE FUND
WELLS FARGO CCER	Spotify Usamusic for programs	10/18/2020	10.59	PARK & RECREATION
WELLS FARGO CCER	Amazon.Com 2t6h94lf2 Amzn65020- DVDs	10/18/2020	19.89	LIBRARY FUND
WELLS FARGO CCER	Usps Po 1843650625Membership Drive stamps	10/26/2020	110	LIBRARY SPECIAL REVENUE FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Cost for Pumpkin Contest - Charlie Dissell reimbursed on 11/3/2020	10/23/2020	30	GENERAL FUND

WELLS FARGO CCER	Wal-Mart #1491Cost for Pumpkin Contest - Charlie Dissell reimbursed on 11/3/2020	10/23/2020	24.41	GENERAL FUND
WELLS FARGO CCER	Homedepot.ComToolbox for 2018 F250	10/15/2020	534.4	SEWER FUND
WELLS FARGO CCER	TheisenS #21COVID 19 Response Supplies Face Mask Police/Fire/City Hall	10/15/2020	119.96	AMBULANCE FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 Response Supplies Germicidal Wipes See attached receipt	10/15/2020	203.94	AMBULANCE FUND
WELLS FARGO CCER	Iowa League Of CitiesRaffety-IMFOA Fall 2020 Conference Registration	10/15/2020	125	GENERAL FUND
WELLS FARGO CCER	Fleet Farm 5900Electrical covers for South Plant Garage	10/28/2020	4.17	SEWER FUND
WELLS FARGO CCER	Fleet Farm Cstore 5910Kerosene for North Plant Heaters	10/28/2020	72.2	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical LlcAmbulance Supplies	10/28/2020	57.58	AMBULANCE FUND
WELLS FARGO CCER	The Home Depot #2104Tripod Light	10/22/2020	99.96	SEWER FUND
WELLS FARGO CCER	Target 00000695Blue tooth speaker for programs	10/22/2020	89.99	PARK & RECREATION FUND
WELLS FARGO CCER	Homedepot.ComCeiling Lights for South Plant Garage	10/23/2020	479.97	SEWER FUND
WELLS FARGO CCER	Amzn Mktp Us Mk29q98p2Programming - Family	10/10/2020	12.99	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us M492r0y10Programming - Kids	10/2/2020	4.99	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk53m7ag1Programming - Kids	10/2/2020	39.67	LIBRARY FUND
WELLS FARGO CCER	Amazon.Com Mk26u2em1Programming - Kids	10/2/2020	58.5	LIBRARY FUND
WELLS FARGO CCER	OReilly Auto Parts 337Fuel filter cap medic unit 245	10/2/2020	41.06	AMBULANCE FUND
WELLS FARGO CCER	Mccoy True ValuePipe fittings and valves for hose tester	10/17/2020	29.93	FIRE FUND

WELLS FARGO CCER	Amazon.Com Mk3wl5n61 Amzn65020- DVDs	9/30/2020	19.96	LIBRARY FUND
WELLS FARGO CCER	Amazon.Com 2t8u12a22 Amzn65020- DVDs	10/20/2020	23.95	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk4sy39i0DVDs	10/14/2020	13.98	LIBRARY FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 Response Supplies Latex Gloves See attached Receipt	10/14/2020	199.84	AMBULANCE FUND
WELLS FARGO CCER	Wal-Mart #1491Cleaning supplies for kitchen	10/14/2020	7.58	PARK & RECREATION FUND
WELLS FARGO CCER	Amzn Mktp Us Mk1yn3h20DVDs	10/10/2020	19.96	LIBRARY FUND
WELLS FARGO CCER	Napa Parts 0000514Fuel filter Medic 248	10/21/2020	34.49	AMBULANCE FUND
WELLS FARGO CCER	Amzn Mktp Us M47nh3u80Teen programming	9/30/2020	38.98	LIBRARY FUND
WELLS FARGO CCER	Facebk 3ttrsuj322Teen programming	9/30/2020	5.04	LIBRARY FUND
WELLS FARGO CCER	Batteriesplusbulbs 0203Battery for Battery Backup	9/30/2020	24.95	SEWER FUND
WELLS FARGO CCER	Adobe 800-833-6687monthly software subscription	9/30/2020	52.99	PARK & RECREATION FUND
WELLS FARGO CCER	Wal-Mart #1491MYC Binders	9/30/2020	7.62	PARK & RECREATION FUND
WELLS FARGO CCER	Hardwood-Stix.ComTot Play Time Drumsticks	10/1/2020	19.3	PARK & RECREATION FUND
WELLS FARGO CCER	Usps Po 1843650625postage - 10K dog walk medals	10/1/2020	19	PARK & RECREATION FUND
WELLS FARGO CCER	Government Finance OfficLent-GFOA Dues	10/1/2020	190	GENERAL FUND
WELLS FARGO CCER	Clear Solutions Inc InterBook stands	10/1/2020	237.75	LIBRARY FUND
WELLS FARGO CCER	Amerlibassoc EcommerceYALSA annual symposium, part of ALA	10/24/2020	299	LIBRARY FUND
WELLS FARGO CCER	Etsy.ComPlanner	10/21/2020	47.45	LIBRARY FUND
WELLS FARGO CCER	Government Finance OfficLent-GFOA Capital Project Workso	10/8/2020	35	GENERAL FUND
WELLS FARGO CCER	Warren County OilLP for North Plant	10/29/2020	1,068.55	SEWER FUND

WELLS FARGO CCER	Amzn Mktp Us Mk0mc4s42Teen programming	10/12/2020	21.9	LIBRARY FUND
WELLS FARGO CCER	Amazon.Com Mk52i8rs1teen book	10/12/2020	9.49	LIBRARY FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID 19 Response Supplies	10/12/2020	18.54	AMBULANCE FUND
WELLS FARGO CCER	Amazon.Com Mk20z9sp2 Amzn65020- DVDs	10/12/2020	14.99	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk0kq4vu2Teen programming	10/8/2020	23.99	LIBRARY FUND
WELLS FARGO CCER	Kellers Garagerepair work on 330	10/8/2020	1,338.07	FIRE FUND
WELLS FARGO CCER	Kellers Garagerepair work on 330	10/8/2020	-87.54	FIRE FUND
WELLS FARGO CCER	Amazon.Com Mk9y50xz0 AmznDVDs	10/8/2020	3.99	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk6jg4xs2Programming - Family	10/8/2020	41.19	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk0fu6mg2Programming - Family	10/8/2020	18.83	LIBRARY FUND
WELLS FARGO CCER	Iowa League Of CitiesBudget Workshop	10/6/2020	25	GENERAL FUND
WELLS FARGO CCER	Amzn Mktp Us Mk6g67eb065020- DVDs	10/6/2020	10.52	LIBRARY FUND
WELLS FARGO CCER	Hy-Vee Indianola 12716x Asprin	10/19/2020	15.98	AMBULANCE FUND
WELLS FARGO CCER	MailchimpElectronic mailings software	10/13/2020	53.49	LIBRARY FUND
WELLS FARGO CCER	Amazon.Com Mk2360wk1 Amzn65020- DVDs	10/13/2020	38.95	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk0kq4vu2Games collection	10/8/2020	16.98	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk2u538j1Programming - Kids	10/7/2020	64.26	LIBRARY FUND
WELLS FARGO CCER	Amazon.Com Mk65i6x82 Amzn65020- DVDs	10/7/2020	128.29	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk14q4b1165020- DVDs	10/7/2020	14.47	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mk7ad48q165060- Receipt paper	10/7/2020	94.4	LIBRARY FUND
WELLS FARGO CCER	Wm Supercenter #1491office supplies	10/6/2020	42.89	POLICE FUND
WELLS FARGO CCER	Snackcrate.ComTeen programming	10/6/2020	49.99	LIBRARY FUND

WELLS FARGO CCER	Hy-Vee Indianola 1271 Flowers for Funeral Jeremy Cross father in-law	10/9/2020	79	FIRE FUND
WELLS FARGO CCER	Mercyone Clive00015776Ketamine x 10, Magnesium Sulfate x 4, Glucagon x 2, Lasix x 10	10/9/2020	480.45	AMBULANCE FUND
WELLS FARGO CCER	Bound Tree Medical LlcAmbulance Supplies See the attached Invoice	10/9/2020	628.14	AMBULANCE FUND
WELLS FARGO CCER	Aed SuperstoreAED replacement pads	10/7/2020	354.9	POLICE FUND
WELLS FARGO CCER	Wm Supercenter #1491container for evidence	10/7/2020	0.98	POLICE FUND
WELLS FARGO CCER	Amzn Mktp Us Mk5l48bx1Programming - Kids	10/7/2020	61.79	LIBRARY FUND
WESTERN WATERPROOFING CO INC	WELLNESS CENTER EXTERIOR WALL REPAIR PAY#2	11/30/2020	80,660.00	YMCA MAINTENANCE OBLIGATIONS
WHITEHEAD, CAMERON	REIMBURSE PARKING TICKET	11/23/2020	15	POLICE FUND
WIEGERT DISPOSAL CO.	KYBO AT BRUSH FACILITY	11/1/2020	97.5	GENERAL FUND
ZONES LLC	3 SURFACE PRO	11/13/2020	2,871.21	VEHICLE RESERVE FUND
ZONES LLC	AR CLERK SURFACE PRO	11/13/2020	957.07	GENERAL FUND
ZUMWALT, CAROL E. MOORE	PATIENT OVERPAID RESPONSIBILITY	5/8/2020	114.54	AMBULANCE FUND
TOTAL			\$ 676,725.82	

Meeting Date: 12/07/2020

Subject

Approval of November 16, 2020 Minutes.

Information

Fiscal Impact

Attachments

Minutes

City of Indianola - Regular Session – November 16, 2020

The Indianola City Council met in regular session at 6:00 p.m. on November 16, 2020, in the City Hall Council Chambers. Mayor Pam Pepper called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Bob Kling, Gwen Schroder (via Zoom), Greta Southall, Greg Marchant, and Mayor Pepper. Absent: None.

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

- Approval of agenda
- Claims on the computer printout for November 16, 2020.
- Resolution 2020-255 approving monthly transfers for November.
- Approval of October 29, November 2 and 9, 2020 Minutes.
- Resolution 2020-256 setting a Public Hearing for Indianola Eats Community Development Block Grant (CDBG) Program Grant.
- Approval of a renewal Class C liquor license with catering, outdoor service and Sunday sales privileges for The Sports Page Grill located at 1802 West 2nd Avenue.
- Approval of Pay Application No 5 to Williams Brothers Construction for the Water Resource Recovery Facility Project in the amount of \$1,898,725.77.
- Approval of Pay Application No 4 to TK Concrete for the 2019 Drainage Improvement Project in the amount of \$12,169.50.
- Resolution 2020-257 approving the substantial completion and a supplemental contract with TK Concrete, Inc. for the 2019 Drainage Improvements Project.
- Resolution 2020-258 approving a Professional Services Agreement with HR Green for the South Plant Lift Station Improvements.
- Receive and approve the Fiscal Year 2020 Urban Renewal Report.
- Resolution 2020-259 setting a special election for mayor to fill a vacant unexpired term.
- Resolution 2020-260 approving salaries.

Council Member Parker gave the Greater Des Moines Partnership report.

Council Member Schroder stated some residents within City limits have a rural address. Staff was directed to investigate the issue and solutions.

Mayor Pepper thanked the staff of Missouri Valley Junior Apprentice Training Center for giving a tour of the new facility to Council members. The Mayor has met with representatives from the Indianola school district and the Chamber of Commerce and has upcoming meetings with Warren Co Fair, Des Moines Metro Opera, National Balloon Classic, and the Greater Des Moines Partnership. Mayor Pepper will also be hosting ward meetings with Council Members. She stated Council Member Southall will continue to serve as Mayor Pro Tem. Mayor Pepper suggested an IMU Board of Trustees member attend Council meetings and provide a monthly update; Council Members agreed.

This being the time and place fixed for a public hearing on the matter of rezoning 506 and 508 West 2nd Avenue, Council Member Kling moved to open the Public Hearing. Southall seconded the

motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The Mayor then called for any written or oral comments on the subject.

Community and Economic Development Director Charlie Dissell stated the City had received an offer on the D&D lot at 506 W 2nd Avenue with a request to rezone. The offer has since been rescinded but Dissell recommended that the rezoning proceed. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed. Marchant moved and Hulen seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved to approve and Marchant seconded the first consideration of an Ordinance rezoning land generally located at 506 and 508 West 2nd Avenue from the C-2, Highway Commercial Zoning District to the R-2 or R-3 Residential Zoning District. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

The scheduled public hearings on the proposed sale of real property at 506 West 2nd Avenue and the approval of a development agreement by and between the City of Indianola and Integra Investments LLC were cancelled due to the purchase offer being withdrawn.

This being the time and place fixed for a public hearing on the matter of a budget amendment, Council Member Parker moved to open the Public Hearing. Marchant seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The Mayor then called for any written or oral comments on the subject.

City Clerk/CFO Andrew Lent stated the purpose of the amendment was for CDBG grants, fees for bond notes and wellness center repairs. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed. Southall moved and Parker seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2020-261 approving the second amendment to the City of Indianola Fiscal Year 21 Budget was introduced on a motion by Kling and seconded by Parker. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Mike Maloney, with D.A. Davidson, gave a presentation on the 2020A and 2020B bond series. Highlights of the presentation included: explanation of each bond series; interest rates are less than one percent for the City; City's long-term financial planning is a model for other communities; TIF revenues will help pay the 2020A bond; the City's debt has reduced 50% in the last 5 years; and the 'Aa2' rating by Moody's is because of good budget management.

Kling moved to approve Resolution 2020-262 authorizing the redemption of Outstanding General Obligation Bonds, Series 2012B, dated May 1, 2012 and Southall seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Southall and seconded by Marchant to approve Resolution 2020-263 authorizing the redemption of Outstanding General Obligation Urban Renewal Bonds, Series 2013B, dated January 9, 2013. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2020-264 directing the acceptance of a proposal to purchase \$6,605,000 General Obligation Capital Loan Notes, Series 2020A was introduced on a motion by Parker and seconded by Hulen. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

A motion was made by Hulen and seconded by Kling to approve Resolution 2020-265 directing the acceptance of a proposal to purchase \$2,925,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds). On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved to approve the first consideration of an Ordinance amending the recycling fees to account for the increase being implemented by Waste Management and Kling seconded. In discussion, Lent stated the ten-cent increase is part of the contract with Waste Management and is a pass-through fee. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Southall introduced Resolution 2020-266 approving a request for an alternative method of approval for a site plan for Vice Construction, located at 2500 W 2nd Avenue and moved for its adoption. Parker seconded the motion. In discussion, Dissell reviewed the proposal and recommended its approval on the condition of another tree being planted. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2020-267 approving the establishment of and transfer of funds to a Library Endowment Fund was introduced on a motion by Kling and seconded by Parker. Clerk/CFO Lent told Council that the endowment is for children's picture books to be purchased using only the interest earned. This resolution allows the transfer of funds from the special revenue fund to a permanent library endowment fund. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Community and Economic Development Director Dissell stated he worked with legal counsel to development an agreement with the owners of 1306 South L Court so the City could authorize a certificate of occupancy. It was moved by Schroder and seconded by Parker to approve Resolution 2020-268 approving and accepting an Indemnity and Release Agreement regarding electrical work performed at 1306 South L Court. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Dissell reviewed Indianola's Comprehensive Plan and requests for plats of surveys within two miles of City limits. He stated the plats of survey on the agenda are outside the planned growth priority area. These types of approvals will be revised as codes are updated.

Parker moved and Southall seconded to approve Resolution 2020-269 approving a request for a Plat of Survey (Parcel L) for the Darold and Janet Van Ryswyk Revocable Trust, located within two miles

of the City of Indianola. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2020-270 approving a request for a Plat of Survey (Parcels M and N) for the Darold and Janet Van Ryswyk Revocable Trust located within two miles of the City of Indianola was introduced on a motion by Parker and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

A motion was made by Parker and seconded by Southall to approve Resolution 2020-271 approving a request for a Plat of Survey for T.S. Investments, LLC, located within two miles of the City of Indianola. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

It was moved by Kling and seconded by Hulen to approve Resolution 2020-272 approving a request for a Plat of Survey (Parcel AN) for Joseph A. Greubel, located within two miles of the City of Indianola. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Southall moved and Parker seconded to approve Resolution 2020-273 approving a request for a Plat of Survey (Parcel AP) for Joseph A. Greubel, located within two miles of the City of Indianola. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Resolution 2020-273 approving a request for a Plat of Survey for the Jeffrey and Gwen Schroder Revocable Trust located at 1205 South O Street (Lot 23 of Deer Creek Plat 2) was introduced on a motion by Kling and seconded by Parker. In discussion, Dissell stated the number of buildable lots is not changing, only the lot sizes for the two owners. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall and Marchant. NAYS: None. ABSTAIN: Schroder. Whereas the Mayor declared the motion passed.

City Clerk/CFO Lent said the TIF debt certification is due by December 1st per State law. The internal loan is part of the City's plan to repay the streetscape project bond note with TIF revenue.

Council Member Kling introduced Resolution 2020-275 authorizing an internal loan to fund Urban Renewal project costs in connection with the Square Streetscape Project and moved for its adoption. Southall seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

A motion was made by Parker and seconded by Hulen to approve Resolution 2020-276 approving the certification of Tax Increment Financing obligations. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

In other business, City Manager Ryan Waller said the City had just issued notice that the Library and Activity Center are now closed due to COVID-19. The Governor came out with new mandates that staff will review. He mentioned this is the last weekend for the Brush Facility unless we get requests to keep it open longer.

Parker moved and Kling seconded to receive and file correspondence from October 30 and November 6, 2020, weekly updates provided by City Manager, Ryan Waller. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Resolution 2020-277 setting a Public Hearing on a proposal to vacate a public street was introduced on a motion by Marchant and seconded by Parker. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Meeting adjourned at 6:55 pm on a motion by Southall and seconded by Parker.
\s\ Andrew J. Lent, City Clerk/CFO

Meeting Date: 12/07/2020

Subject

Approval of a Class C Liquor License with catering, outdoor service, and Sunday sales privileges for Brickhouse Tavern located at 107 North Buxton.

Information

Council is asked to consider the approval of a Class C Liquor License with catering, outdoor service, and Sunday sales privileges for Brickhouse Tavern. The owners are Amanda Ripperger and Joseph Ripperger. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution approving Change Order No 6 and Pay Application No 7 for the Jerry Kelley Trail Project.

Information

Fiscal Impact

Attachments

Resolution Approving Change Order
Change Order No 6
Pay Application 7

**RESOLUTION NO 2020-
RESOLUTION APPROVING CHANGE ORDER NO 6 AND PAY APPLICATION NO 7 TO HOWREY
CONSTRUCTION FOR THE JERRY KELLEY TRAIL PROJECT**

WHEREAS, the City of Indianola entered into a construction contract with Howrey Construction for the completion of the Jerry Kelley Trail; and

WHEREAS, Howrey Construction has fully completed the construction of the Jerry Kelley Trail in accordance with the terms and conditions of said contract and plans and specifications; and

WHEREAS, the City Council accepted final completion of the project with Resolution 2020-229 on October 19, 2020; and

WHEREAS, in preparation for the DOT audit it was determined that there is an additional claim on this project; and

WHEREAS, the City Council now deems it appropriate to approve Change Order No 6 and Pay Application No 7 as attached; and

WHEREAS, the retainage shall be processed after the required 30-day period assuming no new claims are filed.

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

1. Change Order No 6 is hereby approved and Pay Application No 7 shall be paid.
2. The City shall release \$14,091.67 to Howrey Construction within 30 days in accordance with the law.

Approved this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

CHANGE ORDER NO. 6

OWNER: City of Indianola

PROJECT: Jerry Kelley Trail Morningside Park
to Wilder Elementary
S&A PROJECT #: 118.0128

To: Howrey Construction LLC
Contractor
820 W High St
Address
Rockwell City, IA, 50579
City, State, Zip

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

1. Description of change to be made:

This is a rectification change order used to zero out the contract and balance the contract amount with the work completed to date amount.

2. Reason for Change:

Reasons for change include: 1. Item(s) removed from the contract or quantities that were unused in the project. 2. Installed quantity exceed bid quantity. 3. Change in items paid as per plan quantity.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
22	RECREATIONAL TRAIL, PCC, 6 INCH	76.462	SY	\$37.50	\$2,867.33
23	RECREATIONAL TRAIL, PCC, 8 INCH	12.9	SY	\$85.00	\$1,096.50
27	DETECTABLE WARNINGS	8	SF	\$30.00	\$240.00
29	DRIVEWAY, PCC, 8 INCH	8.92	SY	\$81.50	\$726.98
				TOTAL	\$4,930.81

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$4930.81 divided as follows:

	Contract Amount	Contract Working Days
Approved funds and working days as per (Engineer's Estimate, Contract or last approved C.O.)	\$487,113.56	58
Change due to this C.O. (+ or -)	\$4,930.81	0
Totals including this C.O.:	\$492,044.37	58

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

Howrey Construction LLC

CONTRACTOR

By



DATE: 12/2/20

Snyder & Associates, Inc.

ENGINEER

By

Spencer T. Wignall E.I.

Digitally signed by Spencer T. Wignall E.I.
DN: c=US, E=swignall@snyder-associates.com, O=Snyder & Associates, OU=Civil Engineer, CN=Spencer T. Wignall E.I.
Reason: I am approving this document
Date: 2020.12.02 15:30:56 -0500

DATE: _____

City of Indianola

OWNER

By

DATE: _____

APPLICATION FOR PARTIAL PAYMENT NO. 07

PROJECT: Jerry Kelley Trail
OWNER: City of Indianola
CONTRACTOR: Howrey Construction, LLC.
ADDRESS: 820 W High St
Rockwell City, IA 50579
DATE: October 30, 2020

S&A PROJECT NO.: 118.0128
LATE START DATE: August 26, 2019
START DATE: July 8, 2019
PAYMENT PERIOD: 10/30/2019-05/01/2020

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 484,711.06
Net Change by Change Order: \$ (11,402.63)
Contract Amount to Date: \$ 473,308.43

CONTRACT PERIOD:

Original Contract Date: May 7, 2019

2. WORK SUMMARY:

Work Performed This Period:	\$ 4,930.81	Total Work Performed to Date:	\$ 473,308.43
Retainage: 3%	\$ -	Retainage: ± 3%	\$ 14,091.67
Subtotal This Period	\$ 4,930.81	Total Earned Less Retainage:	\$ 459,216.76
AMOUNT DUE THIS APPLICATION:	<u>\$ 4,930.81</u>		

Payment Summary

Pay Application #1	\$ 103,871.02
Pay Application #2	\$ 89,433.82
Pay Application #3	\$ 195,766.51
Pay Application #4	\$ 64,699.31
Pay Application #5	\$ (1,093.93)
Pay Application #6	\$ 1,609.23
Pay Application #7	\$ 4,930.81
Total	\$ 459,216.76

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Howrey Construction, LLC.

CONTRACTOR

By 

DATE: 12/2/20

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

Spencer T. Wignall E.I.T.

Digitally signed by Spencer T. Wignall E.I.T.
DN: cn=US, E=swignall@snyder-associates.com, o=Snyder & Associates, OU=Civil Engineer, C=US, Spencer T. Wignall E.I.T.
Reason: I am approving this document
Date: 2020.12.02 18:31:19-06'00'

By

DATE: 12/02/2020

5. OWNER'S APPROVAL

City of Indianola

OWNER

By

DATE:

Meeting Date: 12/07/2020

Subject

Approval of Pay Application No 7 from Vanderpool Construction for the Quail Meadows 3 Lift Station and Sewer Improvements Project in the amount of \$88,632.33.

Information

Items included in this application include construction survey, mobilization, traffic control, topsoil, subdrain, lift station lump sum work, driveway, seeding, SWPPP management and erosion stone.

Fiscal Impact

Attachments

Pay Application



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

▷ HRGREEN.COM

November 30, 2020

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

Re: QUAIL MEADOWS 3 LIFT STATION & SEWER IMPROVEMENTS
Contractor's Application for Payment No. 7

Dear Rick:

Attached is an electronic copy of Payment Application No. 7 from Vanderpool Construction Inc. for the Quail Meadows 3 Lift Station and Sewer Improvements project. Items included in this application include construction survey, mobilization, traffic control, topsoil, subdrain, lift station lump sum work, driveway, seeding, SWPPP management and erosion stone.

The total request for Payment Application No. 7 is \$88,632.33. As of this Pay Application, Vanderpool Construction has been paid 87.0% of the contract. We have reviewed and recommend full payment of Payment Application No. 7 as submitted by Vanderpool. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2019\190699\Construction\Payment\Pay_Estimates\#7\Revised\ltr-113020-Indianola_QM3_Vanderpool_Pay_Request7.docx

AIA Type Document
Application and Certification for Payment

Pg 1 of 3

TO (OWNER): City of Indianola
110 N 1st Street
Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 7
PERIOD TO: 11/20/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 834,449.00
2. Net Change by Change Orders\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 834,449.00
4. TOTAL COMPLETED AND STORED TO DATE\$ 764,382.69

5. RETAINAGE:

a. 5.00 % of Completed Work\$ 38,216.16
b. 0.00 % of Stored Material\$ 0.00
Total retainage (Line 5a + 5b)\$ 38,216.16

6. TOTAL EARNED LESS RETAINAGE\$ 726,166.53
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 637,534.20

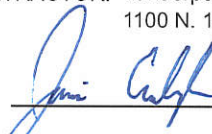
8. CURRENT PAYMENT DUE\$ 88,632.33

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 108,282.47

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: Vanderpool Construction Inc
1100 N. 14th St Indianola, IA 50125

By:  Date: 11/30/2020

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20__

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 88,632.33

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

ARCHITECT:  Date: 11/30/2020

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 3

TO (OWNER): City of Indianola
110 N 1st Street
Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 7
PERIOD TO: 11/20/2020

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Construction Survey		.0000	4,200.00	85.000%	3,570.00	15.000%	630.00	0.00	4,200.00	100.00	.00
2	Mobilization/ General Requirements		.0000	25,000.00	85.000%	21,250.00	5.000%	1,250.00	0.00	22,500.00	90.00	2,500.00
3	Construction Testing		.0000	4,200.00	75.000%	3,150.00	.000%	0.00	0.00	3,150.00	75.00	1,050.00
4	Traffic Control		.0000	1,500.00	75.000%	1,125.00	25.000%	375.00	0.00	1,500.00	100.00	.00
5	Clearing and Grubbing		.0000	7,800.00	100.000%	7,800.00	.000%	0.00	0.00	7,800.00	100.00	.00
6	Topsoil On-Site	861.000	25.0000	21,525.00	430.500	10,762.50	430.500	10,762.50	0.00	21,525.00	100.00	.00
7	Dewatering		.0000	5,500.00	100.000%	5,500.00	.000%	0.00	0.00	5,500.00	100.00	.00
8	Rock Excavation	130.000	200.0000	26,000.00	130.000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
9	Sanitary Sewer Gravity Main Trenched PVC 8	1,130.000	56.0000	63,280.00	1,115.000	62,440.00	.000	0.00	0.00	62,440.00	98.67	840.00
10	Sanitary Sewer Force Main Trenched PVC 6	1,185.000	26.0000	30,810.00	1,185.000	30,810.00	.000	0.00	0.00	30,810.00	100.00	.00
11	Sanitary Sewer Force Main Trenched PVC 6 RJ	81.000	44.0000	3,564.00	81.000	3,564.00	.000	0.00	0.00	3,564.00	100.00	.00
12	Fitting DI MJ 45 Degree Bend 6	2.000	675.0000	1,350.00	2.000	1,350.00	.000	0.00	0.00	1,350.00	100.00	.00
13	Fitting DI MJ Cap 8	2.000	400.0000	800.00	1.000	400.00	.000	0.00	0.00	400.00	50.00	400.00
14	Tracer Wire System		.0000	850.00	90.000%	765.00	.000%	0.00	0.00	765.00	90.00	85.00
15	6 Subdrain	70.000	19.0000	1,330.00	.000	0.00	70.000	1,330.00	0.00	1,330.00	100.00	.00
16	6 Subdrain Outlet	1.000	500.0000	500.00	.000	0.00	.000	0.00	0.00	0.00	.00	500.00
17	Connection to Existing Sewer Main	2.000	7,300.0000	14,600.00	1.000	7,300.00	.000	0.00	0.00	7,300.00	50.00	7,300.00
18	Manhole SW-301 48 Diameter	4.000	6,500.0000	26,000.00	4.000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
19	Remove Existing Field Fence	80.000	8.0000	640.00	80.000	640.00	.000	0.00	0.00	640.00	100.00	.00
20	Lift Station Complete		.0000	448,500.00	65.000%	291,525.00	30.000%	134,550.00	0.00	426,075.00	95.0042	22,425.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 3

TO (OWNER): City of Indianola
 110 N 1st Street
 Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 7
PERIOD TO: 11/20/2020

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
 1100 N. 14th St
 Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
21	Existing Lift Station Decommissioning		.0000	11,000.00		0.00	.000%	0.00	0.00	0.00	.00	11,000.00
22	Driveway Granular	3,300.000	28.0000	92,400.00	2,750.000	77,000.00	200.000	5,600.00	0.00	82,600.00	89.39	9,800.00
23	Hydraulic Seeding Seed Fertilize Mulch T2 Hay	3.600	2,350.0000	8,460.00	.000	0.00	3.600	8,460.00	0.00	8,460.00	100.00	.00
24	SWPPP Preparation		.0000	1,300.00	100.000%	1,300.00	.000%	0.00	0.00	1,300.00	100.00	.00
25	SWPPP Management		.0000	3,100.00	90.000%	2,790.00	10.000%	310.00	0.00	3,100.00	100.00	.00
26	Filter Sock	100.000	3.0000	300.00	20.000	60.00	.000	0.00	0.00	60.00	20.00	240.00
27	Silt Fence	300.000	2.0000	600.00	1,425.000	2,850.00	.000	0.00	0.00	2,850.00	475.00	-2,250.00
28	Stabilized Construction Entrance	111.000	22.0000	2,442.00	111.000	2,442.00	.000	0.00	0.00	2,442.00	100.00	.00
29	Chain Link Fence 7'	148.000	38.5000	5,698.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,698.00
30	20' Chain Link Gate 7'	1.000	1,000.0000	1,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,000.00
31	Remove and Replace Existing Chain Link Fence	25.000	48.0000	1,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,200.00
32	Landscape Fabric/Rock	44.000	120.0000	5,280.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,280.00
33	Erosion Stone	280.000	49.0000	13,720.00	.000	0.00	218.810	10,721.69	0.00	10,721.69	78.15	2,998.31
REPORT TOTALS				\$834,449.00		\$590,393.50		\$173,989.19		\$764,382.69		
									\$0.00			\$70,066.31

Meeting Date: 12/07/2020

Subject

Resolution approving final payment and acceptance of the Wellness Center precast wall repairs project.

Information

The Indianola City Council approved the hire of Western Specialty Contractors to make repairs to the walls of the Wellness Center. The repairs have been completed and inspected by the City's engineer for the project. Staff recommends approval of final payment and acceptance. The entire cost for the project is funded through rental income from the YMCA of Greater Des Moines.

Fiscal Impact

Attachments

Resolution Approving Payment
Pay Application

City of Indianola
RESOLUTION 2020-

**RESOLUTION APPROVING FINAL PAYMENT AND
ACCEPTANCE OF THE WELLNESS CENTER PRECAST WALL REPAIRS PROJECT**

WHEREAS, the City of Indianola engaged Western Specialty Contractors to make repairs to the exterior walls of the Indianola Wellness Center, and

WHEREAS, said project is complete and the final payment application is attached to this resolution, and

WHEREAS, repairs have been completed to the satisfaction of the City's engineer.

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

1. The Wellness Center Precast Wall Repair project is hereby accepted, and
2. The attached payment application in the amount of \$80,660 is approved for payment.

Passed and approved this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



LETTER OF TRANSMITTAL

Page 1

Western Specialty Contractors
02020.3012 - City of Indianola - WC Precast Wall
Repairs

DATE: 11/23/2020

TRANSMITTAL #: APP2

To: CRAIG GERMAN
CITY OF INDIANOLA

INDIANOLA, IA 50125

Phone:

Fax:

Email: cgerman@shuck-britson.com

From:

Western Specialty Contractors
1829 Industrial Circle
West Des Moines, IA 50265

Phone:

Fax:

Email:

CC: JOSHUA GLASS - *Western Specialty Contractors* - Phone: 515.225.8240 - Fax: 515.225.8791

Attached and/or enclosed are the following documents.

DOC TYPE	DOCUMENT #	COPIES	STATUS	REMARKS
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Additional Notes:

To Owner: CITY OF INDIANOLA

 Project: 02020.3012 City of Indianola - WC
 Precast Wall Repairs

Application No. : 2

Distribution to :

☐	Owner
☐	Architect
☐	Contractor
☐	
☐	

Period To: 11/30/2020

 From
 Contractor: 110 N 1ST STREET
 INDIANOLA, IA 50125
 Western Specialty Contractors
 1829 Industrial Circle
 West Des Moines, IA 50265

Via Architect:

Project Nos:

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

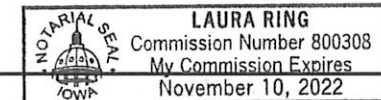
1. Original Contract Sum	\$69,940.00
2. Net Change By Change Order	\$30,290.00
3. Contract Sum To Date	\$100,230.00
4. Total Completed and Stored To Date	\$100,230.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$100,230.00
7. Less Previous Certificates For Payments	\$19,570.00
8. Current Payment Due	\$80,660.00
9. Balance To Finish, Plus Retainage	\$0.00

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

CONTRACTOR: Western Specialty Contractors

 By: [Signature] Date: 11-23-2020

 State of: Iowa
 Subscribed and sworn to before me this 23rd
 Notary Public: Laura Ring
 My Commission expires: 11-10-22

 County of: Polk
 day of November 2020


ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 80,660.00

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$30,290.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$30,290.00	\$0.00
Net Changes By Change Order	\$30,290.00	

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 11/23/20

To : 11/30/20

Architect's Project No. :

Invoice # : 82859

Contract : 02020.3012 City of Indianola - WC Precast Wall Repairs

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
010	Mobilization	9,500.00	5,700.00	3,800.00	0.00	9,500.00	100.00%	0.00	0.00
020	Surface Crack Repair	15,600.00	12,480.00	3,120.00	0.00	15,600.00	100.00%	0.00	0.00
030	Epoxy Crack Injection	1,400.00	700.00	700.00	0.00	1,400.00	100.00%	0.00	0.00
040	Vertical Joint Sealant Replacement	1,200.00	600.00	600.00	0.00	1,200.00	100.00%	0.00	0.00
050	Sidewalk Joint Replacement	150.00	0.00	150.00	0.00	150.00	100.00%	0.00	0.00
060	Precast Wall Penetration Joint Sealant	90.00	90.00	0.00	0.00	90.00	100.00%	0.00	0.00
070	Precast Surface Spall Repair	900.00	0.00	900.00	0.00	900.00	100.00%	0.00	0.00
080	Paint Precast at Staining and Repairs	41,100.00	0.00	41,100.00	0.00	41,100.00	100.00%	0.00	0.00
090	CO 001 - Control Joint Replacement	30,290.00	0.00	30,290.00	0.00	30,290.00	100.00%	0.00	0.00
Grand Totals		100,230.00	19,570.00	80,660.00	0.00	100,230.00	100.00%	0.00	0.00

Meeting Date: 12/07/2020

Subject

Resolution approving the Audit Contract for FY2021-FY2023.

Information

Fiscal Impact

Attachments

Audit Memorandum

Denman Proposal

Denman Agreement

Resolution Approving Agreement



— CERK/FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, City Clerk/CFO
CC: Ryan Waller, City Manager
Date: 7 December 2020
Re: FY2021-2023 Audit RFP

Denman & Company, LLP had a three-year agreement with the City of Indianola to conduct the annual audit for FY2018-2020.

Staff distributed and posted a Request for Proposals (RFP) for conducting annual audits for FY2021-2023. Eight firms were invited to submit proposals including the Office of the State Auditor of Iowa.

Staff received three proposals as listed below with the lowest cost being that of Denman & Company, LLP of West Des Moines. Their proposal and agreement, along with a Resolution to approve the agreement are included with this memo.

	FY2021	FY2022	FY2023	Single Audit*
Denman & Company, LLP	\$16,000	\$16,400	\$16,800	\$3,500
State Auditor of Iowa	\$35,550	\$34,950	\$36,000	\$1,500
Eide Baily LLP,	\$22,750	\$23,500	\$24,250	\$2,300

*A Single Audit is an additional audit that is required should the City expend over \$750,000 in federal funds in a fiscal year

Staff recommends approval of the resolution and agreement with Denman & Company.

**PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
CITY OF INDIANOLA, IOWA**



**1601 22nd Street, Suite 400
West Des Moines, Iowa 50266
Phone (515) 453-1628
Contact Person: David Ellis, Partner
www.denman-cpa.com
e-mail: dellis@denman-cpa.com
November 30, 2020**

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DENMAN
& COMPANY, LLP

November 30, 2020

Mr. Andrew Lent
City Clerk / CFO
110 N 1st Street
Indianola, Iowa 50125

Dear Mr. Lent:

We are pleased to present our proposal for audit services to the City of Indianola, Iowa. We will audit the financial statements for the years ending June 30, 2021, 2022 and 2023 in accordance with the standards outlined in the proposal. We will perform the audits within the time period presented in the proposal. The proposal includes our firm profile and qualifications, which will explain to you how our capabilities and experience make Denman & Company, LLP uniquely qualified to serve you. The attached outlines the terms of our proposal and is a firm and irrevocable offer for sixty days.

We appreciate this opportunity to present our proposal to you, which explains our capabilities and experience in governmental auditing. We would be pleased to discuss any aspect of this proposal with you.

Very truly yours,

DENMAN & COMPANY, LLP



David Ellis, Partner
On Behalf of the Firm

Attachment

FIRM PROFILE

Denman & Company, LLP is one of the largest Iowa based CPA firms and is comprised of eight partners, five managers, six supervisors, and over twenty-five other professional staff. We are a one office firm located in West Des Moines, Iowa. We have a total of thirty-one CPAs in our office. We are a member of the AICPA Division for CPA Firms and our CPAs are individually members of the American Institute of Certified Public Accountants and the Iowa Society of Certified Public Accountants and are licensed to practice in the State of Iowa. Our firm and all assigned key professional staff are in compliance with the registration and permit requirements to engage in the practice of public accounting in the State of Iowa. We offer clients a full range of accounting, auditing, tax and consulting services. Our Firm has been in practice for over sixty years and has been serving as independent certified public accountants for governmental entities since inception.

We are committed to quality and technical excellence. The Peer Review Program under the American Institute of Certified Public Accountants (AICPA) is an indicator of an accounting firm's quality. We have successfully completed our thirteenth independent peer review. The peer review determined that our practices and procedures comply with stringent quality control standards established by the AICPA.

We have submitted copies of audit reports to various Offices of Inspector General for desk reviews since the Single Audit Act and the Uniform Guidance have been effective. The desk reviews have always been satisfactory and have not resulted in field reviews of any of our audits.

We believe our Firm offers you a number of advantages including prompt attention to your needs, a familiarity and understanding of your service area, and the personal involvement of our partners and managers. **These partners and managers work personally with you to provide the professional services you require.**

Our service philosophy is focused on adding value. We view our role as business advisors who know your City, keep informed of current activities, and provide you with timely advice to help you achieve your goals. **Our considerable expertise with governmental entities allows us to provide you with more than an audit. We closely monitor applicable accounting issues and will promptly communicate interpretations of changes to you.**

We recognize our most important product is prompt and effective service of the highest quality. All our efforts are directed toward achieving that goal. We believe we can serve you to your complete satisfaction. **Accessibility and availability of partners and professionals to our clients is of paramount importance to us. The highest level of skills available to our Firm will be brought to bear on the servicing of your needs.**

To obtain further information as to our Firm, including the proposed engagement team, visit our web-site at www.denman-cpa.com.

Independence

We are aware of no relationship or condition which would impair the independence of our firm with respect to the City of Indianola or any of its agencies or component units. Our Firm's policy is to comply with AICPA Professional Standards Volume 2, "Code of Professional Conduct, Bylaws, and Quality Control", and "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" regarding matters of independence. We have not provided audit or other services for the City of Indianola or any of its agencies or component units for the past five years which would impair the independence of the Firm with respect to the City of Indianola.

QUALIFICATIONS

Average Staff Experience

The partners and managers of our Firm collectively have over three hundred years of experience in public accounting. A partner at Denman & Company, LLP has an average of thirty years of experience, a manager has an average of eleven years of experience and the professional staff average over four years of experience each.

Denman & Company, LLP performs audits for numerous governmental entities; all of the personnel involved with audits have governmental auditing experience.

Government Auditing Experience

At Denman & Company, we pride ourselves on being experts in governmental accounting and auditing, our Firm is one of the leading private firms in the State of Iowa in issuing governmental and Single Audit reports. Our Firm has a total of twenty professionals who have met the educational requirements set out in *Government Auditing Standards* as issued by the Comptroller General of the United States and have participated in engagements subject to these standards and the provisions of Title 2, U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the Uniform Guidance). These professionals are all available to be involved as needed in the performance of your audit. All of the individuals listed on the "Engagement Team Profile" who will be involved in the audit portion of the engagement have met the requirements noted above.

Supervision and Review

We utilize a consistent program of planning, supervision and review of all engagements. It is the responsibility of the engagement partner to assure that all engagements are adequately planned and supervised. The engagement partner may delegate this function, but must be certain that all personnel assigned to the engagement are involved in the process to an appropriate degree.

An essential part of the planning is the development or updating of adequate information about the client to allow:

- An understanding of the industry and special characteristics of the client.
- Consideration of current economic conditions or external influences affecting the client.
- Determination of manpower requirements and time estimates.
- Arrangements to be made for work to be performed by specialized personnel.

It is the policy of our Firm that professional staff members are properly supervised by a qualified member of our Firm, normally a partner, during the performance of engagement procedures. The close supervision assures that adequate and proper engagement procedures are performed in the most efficient manner.

In accordance with our adopted quality control standards, all procedures performed and workpapers prepared by staff members are first reviewed and approved by the supervisory person. A second review is performed by a member of our assurance services committee that is considered to be a specialist in the industry. We feel the supervision and review procedures followed enable our Firm to assure our clients will receive high quality professional services.

QUALIFICATIONS

Continuing Professional Education

Our Firm's quality control document requires all professional personnel to complete a minimum of one hundred twenty hours of CPE in the last three calendar years, but not less than twenty hours every year. All professional persons are encouraged to include at least forty hours of accounting and auditing subjects each year in their continuing education.

Denman & Company, LLP will assure the City of Indianola that all professional personnel will attend continuing professional education courses to meet the requirements set forth by the "Revised Yellow Book" published by the Office of Management and Budget (OMB).

Similar Engagements

A small sample of our similar engagements follows:

City of Waukee Date of work: 2001 to present Governmental and business-type activities Single Audit	Contact: Linda Burkhart (515) 987-4522 Partner: David Ellis	300 hours
City of Norwalk Date of work: 2020 to present Governmental and business-type activities	Contact: Jean Furler (515) 961-9522 Partner: David Ellis	200 hours
City of Pleasant Hill Date of work: 2012 to present Governmental and business-type activities Single Audit	Contact: Dena Spooner (515) 309-9410 Partner: David Ellis	150 hours
City of Story City Date of work: 2018 to present Governmental and business-type activities	Contact: Mark Jackson (515) 733-2121 Partner: Jay Horn	150 hours

QUALIFICATIONS

By their nature, professional services are inseparable from the people who deliver them. We have assembled a team who has the experience and business skills you need. The team members who will serve you are committed to quality, teamwork, communication and service to our clients. You can look forward to continuing a strong professional relationship with them.

The engagement team assigned to service the City of Indianola

David Ellis, CPA will serve as overall engagement partner for this engagement. He will be responsible for ensuring adequate professional staff, with the appropriate level of experience, are utilized to provide you with the most efficient and effective delivery of service by professionals with a comprehensive understanding of governmental accounting. He has over thirty-five years of public accounting experience and has been associated with our firm for over twenty-five years. A majority of that time has been devoted to governmental accounting and auditing. He is licensed to practice as a certified public accountant in Iowa. He is independent with respect to the City of Indianola, as defined by *Government Auditing Standards*. He has been involved with the audits of numerous cities and other governmental entities. He will be involved in the audit planning, internal control structure evaluation, audit program preparation, supervising performance of audit procedures and financial report review. Dave has received continuing education at the following courses: The Iowa Governmental Roundtable, Iowa Local Government Audit Update, AICPA National Governmental Accounting and Auditing Update, Performing Effective Yellowbook Audits, and various other auditing courses. He is an associate member of the Government Finance Officers Association. He has assisted clients in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting and the ASBO Certificate of Excellence in Financial Reporting.

Areas of Focus:
Municipal Governments
Higher Education
Nonprofit Organizations

Governmental Auditing Experience:
City of Wauke
City of Norwalk
Des Moines Area Community College

Robert Endriss, CPA, will serve as Manager. He has over ten years of audit experience, with a significant amount of time committed to governmental accounting and auditing. He is licensed to practice as a certified public accountant in Iowa. He will be responsible for audit planning, internal control evaluation, supervising audit fieldwork procedures and audit report preparation. He is independent with respect to the City of Indianola, as defined by *Government Auditing Standards*. He has received continuing education through the Iowa Local Government Audit Update, The Iowa Governmental Roundtable, Governmental Accounting and Auditing Update and other related courses.

Areas of Focus:
Municipal Governments
28E Organizations
Nonprofit Organizations

Governmental Auditing Experience:
City of Wauke
Indianola Municipal Utilities
City of Pleasant Hill

We would expect to use one additional staff member during the performance of the audit. Each staff member will have participated in governmental audits since joining our Firm and currently have similar responsibilities for other audits. Our Firm's policy is to attempt to maintain staff continuity on engagements. Circumstances may arise which may necessitate changes in scheduling audit assistants; however, we make every effort to establish consistency in staffing. We consult with client personnel in charge of the audit process on any changes in engagement staffing. Our clients do have the ability to request staffing changes. We will work with you to assure that the staff assigned to the engagement provides the best service possible for the City.

QUALIFICATIONS

Other supervisory personnel who have experience in governmental auditing and who are available for consultation are as follows:

Robert Holtzbauer, Partner	Over 36 years of experience
Jay Horn, Partner	Over 36 years of experience
Steve Bruner, Partner	Over 26 years of experience
Steve Schweizer, Partner	Over 29 years of experience
Mandi Holcomb, Partner	Over 19 years of experience
David Peirce, Manager	Over 16 years of experience
Keith Kistenmacher, Supervisor	Over 13 years of experience

SCOPE OF SERVICES AND PROPOSED PROJECT SCHEDULE

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, Single Audit Act of 1984 (as amended in 1996), the Uniform Guidance, and Chapter 11 of the Code of Iowa. Those standards and provisions require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit will provide a reasonable basis for expressing an opinion on the fair presentation of the financial statements in conformity with the cash basis of accounting for the City of Indianola.

Our audit is subject to the inherent risk that material errors, irregularities, or illegal acts including fraud or defalcations, if they exist, will not be detected. However, we will inform you of any such matters that come to our attention. We will also communicate to you any deficiencies in internal control that we observe. During the course of our audit, we will try to initiate ideas or observations that we believe will help improve the operations of the City of Indianola. It is our practice to bring such matters to the attention of the appropriate level of management either orally or in writing. Upon completion of the audit, we will meet with the management team to review the financial statements and comments and recommendations.

Our audit will be performed using a year-end audit approach. Procedures will be applied to account balances as of June 30, 2021. We will segment the audit by account type, cash and investments, capital projects, long-term debt, fund balances, federal grants, State of Iowa compliance and operations. The level of staff assigned to each of these segments will be based on the materiality and audit risk associated with the account balance and activity. We will then design an audit strategy for each segment based on the risk and materiality. Audit strategies include testing each item (precision), sampling or analytical procedures. Sampling will be performed on all material account balances except for direct confirmation of amounts received from federal and state sources. Analytical procedures will be used on all immaterial account balances and revenue and expense accounts. Statistical sampling will be used when it is deemed efficient. For accounts with a relatively few number of large items making up the balance, a nonstatistical sample will be used. We will document internal control by use of questionnaires, job descriptions, flowcharts and observation. These questionnaires are also designed to help determine applicable laws and regulations and will be used to determine nature, timing and extent of tests to be performed.

SCOPE OF SERVICES AND PROPOSED PROJECT SCHEDULE

The engagement will include the following services:

- Audit of the cash basis financial statements of the City of Indianola.
- Report on internal control and compliance related matters noted in our audit of the financial statements.
- Report on internal control and compliance over major federal programs required by the Uniform Guidance (if applicable).
- Presentation of audit to the City Council.

A proposed time table for the completion of the engagement for the year ending June 30, 2021 is as follows:

- Planning meeting – June 1, 2021
- Field work—We will schedule final work to begin August 16, 2021. We anticipate this will take all or part of one week to complete. An exit conference with the CFO will be held during the final week of fieldwork.
- Draft reports – Draft reports will be presented to staff by October 31, 2021.
- Final reports—We will deliver signed reports by December 1, 2021.

This proposed time table is dependent upon the receipt of the schedules and reports from City personnel in a timely manner.

FEES AND COMPENSATION

Our Firm is sensitive to your responsibility to control costs and we desire to help you achieve your City's goals by providing cost effective services. Our Firm's experience with local governments and municipalities enables us to deliver efficient service.

It is not our policy to bill you for responding to routine inquiries or questions requiring no significant commitment of research time on our part. We prefer our clients consider us as year round advisors, a resource to assist with issues and questions. Professional fees for special projects requiring significant amounts of time will be negotiated and billed separately.

Our fees are based on the estimated time required by the individuals assigned to the engagement. Our fee proposal, including direct costs, is as per the following schedule.

	<u>Year ending June 30</u>		
	<u>2021</u>	<u>2022</u>	<u>2023</u>
Audit, including all required reports	\$16,000	\$16,400	\$16,800
Single Audit and Uniform Guidance, if applicable	3,500	3,500	3,500

The following schedule reflects our estimated professional hours:

Partner	15
Manager	35
In-Charge	90
Staff	<u>60</u>
Total	<u>200</u>

A schedule of hourly billing rates by staff levels is as follows:

Partner	\$ 190-230
Manager	150-175
In-Charge	120-140
Staff	90-110

We will schedule our personnel consistent with the demands of your engagement and will keep our expenditure of time to the minimum consistent with quality of service and professional standards. Interim billings will be submitted as work progresses. Billings are due within thirty days of submission.

FEES AND COMPENSATION

We have indicated above the services to be included in our proposed fee. If circumstances arise during the course of providing those services which would require reconciliation procedures or which would cause additional work on our part, we would discuss those issues with the City's representative who oversees the audit process. We would encourage the City's staff to complete as many of these procedures as possible; however, if we are requested to do so, we would complete the work and bill the City at our standard rates.

We hope you get at least two strong impressions of Denman & Company, LLP. First, we offer a team of professionals who are experts at accounting and financial management for governmental entities. Second, we understand your entity and the need you have for an accounting firm. We can assure you that the City will receive the best service available from Denman & Company, LLP. We would very much like to work with you and look forward to a positive response to this proposal and a long and mutually satisfying relationship. If you have any questions regarding this proposal, please contact us at your convenience.



Administering peer reviews for the following:

Illinois CPA Society | Indiana CPA Society | Iowa Society of CPAs | Kentucky Society of CPAs
South Carolina Association of CPAs | West Virginia Society of CPAs | Wisconsin Institute of CPAs

March 20, 2019

David Ellis
Denman & Company LLP
1601 22nd St Ste 400
West Des Moines, IA 50266-1453

Dear David Ellis:

It is my pleasure to notify you that on March 20, 2019, the Peer Review Alliance Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2021. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Peer Review Committee

Peer Review Committee
Peer Review Committee
peerreview@icpas.org 800.993.0407, then dial 6
Peer Review Alliance

cc: John Fisher, Mandi Holcomb

Firm Number: 900010016472

Review Number: 558825

Peer Review Alliance, an administering entity of the AICPA Peer Review Program:
550 W. Jackson, Suite 900, Chicago, Illinois 60661-5742 | Phone: 800.993.0407 | Fax: 312.993.0307 | www.icpas.org





CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

Partners of Denman & Company, LLP and the
Peer Review Committee of the Peer Review Alliance

We have reviewed the system of quality control for the accounting and auditing practice of Denman & Company, LLP (the firm) in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Governmental Auditing Standards (including compliance audits under the Single Audit Act) and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Denman & Company, LLP in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Denman & Company, LLP has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Bellevue Washington
October 23, 2018



AGREEMENT BETWEEN

City of Indianola, Iowa

AND

Denman & Company, LLP

THIS AGREEMENT made and entered into this 7th day of December, 2020, by and between City of Indianola, Iowa, hereinafter called "City" and Denman & Company, LLP, hereinafter called "CPA".

WHEREAS, the City of Indianola wishes to obtain the services of the CPA to perform an audit in accordance with Section 11.6, Code of Iowa, for the fiscal year(s) ending June 30, 2021; June 30, 2022; June 30, 2023 and

WHEREAS, the CPA is equipped and staffed to perform the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:
 - A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.
 - B. Begin work on the audit as specifically agreed upon with the City.
 - C. Perform all work in accordance with U.S. generally accepted auditing standards, Chapter 11 of the Code of Iowa, Government Auditing Standards, and applicable federal requirements.
 - D. Immediately inform the City, the Auditor of State, and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
 - E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the City.
 - F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.

2. Conditions of Payment:

- A. It is understood that the fees for the services set forth above shall be reimbursed at the following hourly rates:

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>
Partner	15	\$190-230
Manager	35	150-175
In-Charge	90	120-140
Staff	60	90-110

- B. The CPA shall present an invoice for services in the following manner: Monthly as work progresses
C. Payment shall be made within thirty (30) days of receipt of the invoice.
D. The total reimbursement shall not be for more than the following amounts except as specifically agreed by the City and the CPA:

Fiscal Year

2021	\$16,000
2022	\$16,400
2023	\$16,800

3. Termination of Agreement

- A. The City may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
B. The CPA shall be paid for all work satisfactorily performed to the date of termination.

IN WITNESS THEREOF, the City of Indianola and the Auditor have executed this AGREEMENT as of the date indicated below.

CPA
By David Ell.
Title Partner
Date 12-7-20

CITY OF INDIANOLA
By _____
Title _____
Date _____

City of Indianola
RESOLUTION 2020-

**RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF INDIANOLA AND
DENMAN & COMPANY, LLP FOR FY2021-FY2023 ANNUAL AUDITS**

WHEREAS, on November 30, 2020, the City of Indianola received proposals from two auditing firms and the Office of the State Auditor of Iowa to conduct the City's annual audit for FY2021 through FY2023, and

WHEREAS, said proposal costs received as listed below:

	FY2021	FY2022	FY2023	Single Audit*
Denman & Company, LLP	\$16,000	\$16,400	\$16,800	\$3,500
State Auditor of Iowa	\$35,550	\$34,950	\$36,000	\$1,500
Eide Baily LLP,	\$22,750	\$23,500	\$24,250	\$2,300

*A Single Audit is an additional audit that is required should the City expend over \$750,000 in federal funds in a fiscal year.

WHEREAS, staff recommends the approval of the proposal from Denman & Company, LLP of West Des Moines, Iowa as having the lowest cost and best able to conduct said audits, and

WHEREAS, an agreement between the City of Indianola and Denman & Company, LLP to conduct the FY2021 through FY2023 audits is attached.

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

1. The attached agreement between the City of Indianola and Denman & Company, LLP is approved, and
2. The Mayor or City Manager are hereby authorized to sign said agreement on behalf of the City.

Passed and approved this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 12/07/2020

Subject

Second consideration of an Ordinance rezoning land generally located at 506 and 508 West 2nd Avenue from the C-2, Highway Commercial Zoning District to the R-2 or R-3 Residential Zoning District.

Information

The proposed rezoning was requested to facilitate the proposed development of three (3) duplexes on lots at 506 and 508 West Second Avenue. The property at 506 West Second Avenue is a Dangerous and Dilapidated lot currently owned by the City. An offer to purchase all these lots was withdrawn on November 9, 2020. However, the property owner of 508 West Second Avenue still wishes to proceed with the rezoning. Staff recommends the City Council also proceed with the rezoning of 506 West Second Avenue. At its meeting on October 13th, the Planning and Zoning Commission reviewed this item, and, on an 9-0 vote, recommended the request be approved.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE C-2 HIGHWAY COMMERCIAL ZONING DISTRICT TO THE R-2, SINGLE- AND TWO- FAMILY RESIDENTIAL ZONING DISTRICT

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the C-2 Highway Commercial Zoning District to the R-2, Single- and Two-Family Residential Zoning District for real property located at 506 and 508 West 2nd Avenue and legally described as Lots 7, 8 and 9 and the South 6' of the East-West Alley adjacent on the north side of Lots 7 and 8, all in Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

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

Section 1: That the zoning is amended from the C-2 Highway Commercial Zoning District to the R-2, Single- and Two-Family Residential Zoning District for real property located at 506 and 508 West 2nd Avenue and legally described as Lots 7, 8 and 9 and the South 6' of the East-West Alley adjacent on the north side of Lots 7 and 8, all in Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of 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 _____ 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

First reading: 11/16/2020
Second reading: 12/7/2020
Third reading: 12/21/2020
Publication Date: 12/30/2020

Meeting Date: 12/07/2020

Subject

Second consideration of an Ordinance amending the recycling fees to account for the increase being implemented by Waste Management.

Information

The City has been notified by Waste Management that the recycling fee that is charged to the City of Indianola will be increasing by 10 cents per premises in their contract with the City on January 1, 2021.

In the past the City has reflectively increased the recycling fees according to the Waste Management increase. Therefore, staff is recommending that Council approves the ordinance to increase the recycling fee by 10 cents per customer.

Fiscal Impact

Attachments

Recycling Fee Ordinance

CITY OF INDIANOLA

ORDINANCE NO. _____

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

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

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

1. Fee. The fee for recyclable collection and disposal service, used or available, is four dollars and sixtyseventy-five cents (\$4.765) per month for each residential premises.

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

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

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

PASSED by the Indianola City Council this _____ day of _____, 2020, and APPROVED this ____ day of _____, 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent
City Clerk/CFO

First Reading: 11/16/2020
Second Reading:
Third Reading:
Published:

Meeting Date: 12/07/2020

Subject

Resolution approving vacation rollover amount.

Information

Roll call is in order.

Fiscal Impact

Attachments

Vacation Carryover Memorandum

Resolution Approving Update



— Human Resources —

Date: November 30, 2020

To: Mayor and Council

From: Courtney Silliman, Human Resources Director

CC: Ryan Waller, City Manager

RE: Employee Handbook Update Vacation Carryover

In alignment with the Human Resources goals and the City's strategic plan, in 2018 for implementation in 2019, the Human Resources department streamlined manual processes to eliminate manual entry the last accrual of the year by changing vacation rollover amounts from 160 hours to 166.47 hours. The maximum vacation accrual amount for one pay period was 6.47 hours. The maximum vacation accrual amount is now 7.69 hours. The vacation carryover limit should reflect this change at 167.69 but was inadvertently overlooked. In order to avoid manual data entry for HR and Payroll the last biweekly pay period of the calendar year, the update to the highest accrual rate needs implemented.

This update does not take the place of the annual review and update to the Employee Handbook. Human Resources recommends the City Council approve the updated vacation carryover in the Employee Handbook and Benefits Guide.



RESOLUTION NO. 2020-

RESOLUTION APPROVING VACATION ROLLOVER AMOUNT

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

WHEREAS, the revisions include updating streamlined manual processes; 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:

Section 7.2 Vacation Rollover in the Employee Handbook shall be approved for implementation December 7, 2020.

PASSED this 7th day of December 2020.

Pamela Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 12/07/2020

Subject

Resolution approving salaries.

Information

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

Fiscal Impact

Attachments

Resolution Approving Salaries

City of Indianola
RESOLUTION NO 2020-

RESOLUTION APPROVING SALARIES

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

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

Jared Keenan, from Water Pollution Control Apprentice R19+2, \$47,381.24/year to Water Pollution Control Grade 1 R21+2, \$52,192.46/year; effective December 6, 2020;

Ryan Hutton, from Part-time EMS \$15.801/hour to Full-time Fire Fighter/Paramedic FF-Hire \$57,509.43/year; effective November 16, 2020;

Laurel Halstead, Crossing Guard \$20.07/hour, effective December 7, 2020;

Rick Graves, Water Pollution Control Superintendent, from CE12-7 \$99,313.46/year to CE12-8 \$102,049.45/year, effective August 2, 2020;

Janis Comer, Children Services Librarian from CE6-2 \$49,961.37/year to CE6-3 \$51,420.41/year, effective January 3, 2021.

Passed and approved this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent , City Clerk/CFO

Meeting Date: 12/07/2020

Subject

Annual Convention and Visitors Bureau Update from Greg Edwards, President and CEO of Catch Des Moines.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Bravo Report - Council Member Bob Kling

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution supporting the George Washington Carver Statue Project.

Information

Marsha Kelliher, Simpson College President, has asked that the City of Indianola considers adding their name to a proposal which urges Governor Kim Reynolds and the bi-partisan leadership of the state legislature to approve a resolution to place a statue of Professor Carver in the US Capitol in Washington D.C.

Roll call is in order.

Fiscal Impact

Attachments

Statue Proposal

Resolution Supporting Statue

GEORGE WASHINGTON CARVER STATUE

Statement by the Project Steering Committee

NOVEMBER 2020

PROPOSAL

- In June of this year, international opera star Simon Estes and Ambassador Ken Quinn, president emeritus of the World Food Prize Foundation, co-authored an article in the Des Moines Register proposing that the State of Iowa place a statue of George Washington Carver in the U.S. Capitol in Washington, D.C.
- At the time, the two authors — who share with Carver the distinction of being recipients of the Iowa Award, the state's highest citizen recognition — posited that by taking this action, Iowa is uniquely situated to help bring Americans of all political allegiances, ethnicities and races together following this tumultuous year that has so exacerbated differences.
- George Washington Carver is a remarkable story of overcoming racism to become one of America's greatest agricultural scientists, one whose work had impact around the globe. It is a story with a unique and historic place in Iowa's agricultural and humanitarian legacy.
- Born in slavery in Missouri, Carver was emancipated at the end of the Civil War, and able to attend an elementary and secondary school for freed slaves. However, when he applied to nearby colleges, he was repeatedly admitted only to then be turned away because of the color of his skin. The racism that permeated society was suppressing his opportunities and condemning him to an unfulfilled life.
- Finding his way to Iowa in the late 1880s, young Carver was befriended by a family in Winterset that encouraged him to attend Simpson College where he studied art. Several of his paintings were displayed at the Columbian Exposition in Chicago in 1893.
- Sensing some significant scientific aptitude, his art instructor at Simpson College encouraged Carver to apply to Iowa State University (then called Iowa Agricultural College) to study horticulture.
- In 1890, Iowa State, which had never had a student of color, admitted Carver. Over the next six years as he attained both a bachelor's degree and a master's degree, Carver also developed a friendship with the Henry Wallace family. He would often take young Henry A. Wallace (future Secretary of Agriculture and Vice President of the United States) on walks in the countryside, teaching him about plants.
- After earning his degrees, George Washington Carver was appointed to the Iowa State faculty, another first for the institution. Carver would likely have remained in Ames forever, except that Booker T. Washington called him to Tuskegee Institute in 1896 to conduct research and help educate the generation of freed Blacks in the South. Carver remained on the faculty there, emerging as one of America's most acclaimed agricultural experts, until his death on January 5, 1943.
- Professor Carver also played a historic role beyond America's borders. In 1929, as Mahatma Gandhi was forming the Congress Party to strive to attain India's independence from British Colonial rule, Gandhi turned to Professor Carver for advice on enhancing his vegetarian diet. Gandhi feared he would not be strong enough for what would be a long drawn out struggle. Over the next six years, they exchanged letters with Carver providing advice to Gandhi on fortifying his daily diet.

- It is of historical significance and an attainment of which all Iowans should feel enormous pride that George Washington Carver, a scientist only because of Iowa, contributed so meaningfully to Gandhi's efforts and to over one billion citizens of India living in freedom and independence today.
- Reflecting Professor Carver's historic contributions and the current need to address the legacy of racism still being felt across the country, Iowa now has a remarkable opportunity to meaningfully address and help ameliorate these issues by placing his statue in the U.S. Capitol.
- Each state has the ability to place two statues in the Capitol. Most recently, in 2014 Iowa took the step of installing the statue of Dr. Norman Borlaug, another world-renowned agricultural scientist and winner of the 1970 Nobel Peace Prize. The other Iowa statue currently there and that Carver would replace is of Civil War Governor Samuel Kirkwood.
- The decision to place a statue in the U.S. Capitol is made by the state legislature passing a resolution to that effect and then having it signed by the Governor. A group of Iowans is collaborating with the goal of encouraging bipartisan support for such a resolution during the legislative session beginning in January 2021.
- The top leadership of Iowa State University, Simpson College and Des Moines University, President Wendy Wintersteen, President Marsha Kelliher and President Angela Franklin, have joined Simon Estes, Ambassador Quinn and a group of distinguished civic, business and community leaders (listed below) at the forefront of this endeavor.
- As Simon Estes and Ambassador Quinn concluded in their Opinion column, Iowa has a unique historic opportunity to bring our country together by honoring a Black man who came to Iowa and who overcame extreme hurdles to make an array of scientific discoveries and humanitarian achievements and, thereby, provided extraordinary service to our country and the world. [Read the Des Moines Register article here.](#)

PROJECT STEERING COMMITTEE MEMBERS

Ambassador Kenneth Quinn
President Emeritus, World Food Prize

Simon Estes
*F. Wendell Miller Distinguished Artist
in Residence, Iowa State University*

Angela L. Walker Franklin
*President & CEO,
Des Moines University*

Marsha Kelliher
President, Simpson College

Dr. Wendy Wintersteen
President, Iowa State University

Jay Beyers
CEO, Greater Des Moines Partnership

Billi Hunt
*Executive Director,
America's Cultivation Corridor*

Jeff Johnson
*Lora and Russ Talbot Endowed
President & CEO, ISU Alumni
Association*

Ambassador Chuck Larson
Former U.S. Ambassador of Latvia

Gene Meyer
*Past President, Greater Des Moines
Partnership & Past Mayor, West Des
Moines*

Helen Miller
Chair, Iowa Parole Board

Joe Murphy
*Executive Director & Board Secretary,
Iowa Business Council*

Thomas Philips
Former Executive, DuPont Pioneer

Suku Radia
Former CEO, Bankers Trust Co.

Daniel J. Robison
*Endowed Dean's Chair, College of Ag
& Life Sciences, Iowa State University*

Harry Stine
Chair, Stine Seed Co.

Charles Sukup
Chair, Sukup Manufacturing Co.

Steve Zumbach
Partner, Belin McCormick Law Firm

**RESOLUTION NO 2020-
RESOLUTION SUPPORTING THE GEORGE WASHINGTON CARVER STATUE PROJECT**

WHEREAS, George Washington Carver was emancipated at the end of the Civil War and attended school for freed slaves but was unable to attend college in Missouri due to racism; and

WHEREAS, after moving to Iowa in the late 1880s, he was accepted to Simpson College, located in Indianola, Iowa, where he studied art; and

WHEREAS, George Washington Carver studied Horticulture at Iowa State University, which had never before had a student of color; and

WHEREAS, George Washington Carver was appointed to the Iowa State faculty after earning his bachelor's and master's degrees from the university; and

WHEREAS, he then moved on to the Tuskegee Institute where he conducted research, educated freed Blacks and provided advice to Mahatma Gandhi; and

WHEREAS, George Washington Carver overcame extreme hurdles to make a range of scientific discoveries and humanitarian achievements, thereby providing extraordinary service to our state, country and world; and

WHEREAS, each state has the ability to place statues in the Capitol; and

WHEREAS, Iowa has a unique opportunity to meaningfully address issues of racism by honoring Professor Carver with a statue in the U.S. Capitol; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Indianola that our community is proud to have been home to this great Iowan, who when emancipated from slavery by President Lincoln overcame the hurdles of racism to become one of America's most respected agricultural scientists; and

BE IT FURTHER RESOLVED, by the City Council of the City of Indianola that our community hereby strongly supports the George Washington Carver Statue Project, urges Governor Kim Reynolds and the bi-partisan leadership of the state legislature to approve a resolution to place a statue of Professor Carver in the US Capitol in Washington, D.C. and directs the Mayor to execute any necessary documents on behalf of the City to support this important proposal.

APPROVED this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 12/07/2020

Subject

Consideration of the nomination of Grant Darrah to serve on the Fine Art and Beautification Commission for a term beginning immediately and ending July 1, 2022.

Information

Roll call is in order.

Fiscal Impact

Attachments

Darrah Biography
Darrah Application

Jackie Raffety

From: Grant Darrah <grant@gradient9.com>
Sent: Friday, November 20, 2020 1:34 PM
To: CityClerk
Subject: Application for Fine Art & Beautification Commission
Attachments: grant-darrah-application.pdf

Hello,

Attached is my application for the Fine Art & Beautification Commission. Thank you for the consideration on this committee.

Grant Darrah
Owner of Gradient9 Studios | 2500 W 2nd Ave, Indianola | www.gradient9.com

Grant was born and raised in Southern Iowa. He began his relationship with art and design by tracing sports figures from his brother's magazines and by drawing recreations of famous cartoon figures. Grant prides himself on his work ethic and the set of values he gained growing up in the Midwest. He has lived in a variety of places and worked for a variety of companies, but nothing compares to the satisfaction he experienced launching Gradient9 Studios, LLC in June of 2011. While Gradient9 Studios occupies much of Grant's time, he also is the proud father of two, and loves every minute he gets to spend with his wife and children. He is blessed to spend every day in a career he is passionate about and with a family he loves.

Thank you



Grant Darrah

Designer/Developer

grant@gradient9.com 515.442.0497

GRADIENT9.COM





City Clerk / Finance Office

PO Box 299, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

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.

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.

*Interested residents must complete and submit this form along with a resume or bio to the City Clerk Office:
via email to CityClerk@indianolaiowa.gov or by mail at 110 N. 1st Street, Indianola, IA 50125*

PERSONAL INFORMATION

NAME:	Grant Darrah				
STREET ADDRESS:	1003 S R St				
CITY:	Indianola	STATE:	IA	ZIP:	50125
EMAIL:	grant@gradient9.com				
HOME PHONE:	5158655934	CELL PHONE:	5158655934	WORK PHONE:	5154420497
GENDER:	Male	AGE (OPTIONAL):	35	RACE (OPTIONAL):	

☐ BOARD OF ADJUSTMENT / APPEALS meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.	☐ CIVIL SERVICE COMMISSION meets on call. The commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The commission consists of three members that serve 4-year terms.	☐ HOMETOWN PRIDE COMMITTEE meets once a month. The committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2 year terms.
☐ IMU BOARD OF TRUSTEES meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.	☐ LIBRARY BOARD OF TRUSTEES meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures and rooms and personnel. The Board consists of seven members serving 6-year terms.	☐ MEMORIAL AQUATIC CENTER COMMISSION meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐ PARK & RECREATION COMMISSION meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.	☐ PLANNING & 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 9 members who serve 5-year terms. This Commission is appointed by the City Council.	☐ SUSTAINABILITY COMMITTEE This committee reviews options to become a more "green" community and reduce the city's carbon footprint.
		☒ Fine Art & Beautification Commission This committee is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community.

Meeting Date: 12/07/2020

Subject

Consideration of the nomination of Laurel Halstead to serve on the Fine Art and Beautification Commission for a term beginning immediately and ending July 1, 2022.

Information

Roll call is in order.

Fiscal Impact

Attachments

Halstead Bio
Halstead Application
Halstead Resume

Jackie Raffety

From: Laurel Halstead <laurel@laurelhalsteadart.com>
Sent: Wednesday, December 2, 2020 9:53 AM
To: CityClerk
Subject: Fine Art & Beautification Committee
Attachments: Boards-and-Commissions-Application-PDF.pdf; Resume2020_LaurelHalstead.pdf

I'm interested in serving on the Fine Art & Beautification Committee.

I am a retired art teacher and have my own art business: Laurel Halstead Art LLC. My husband and I moved to Indianola in 2012, he is currently teaching 8th grade History at IMS and is also the Varsity Head Volleyball coach for the Indianola District. My parents are/were 1958 Simpson graduates and my grandmother worked at HyVee & volunteered at the Helping Hand for many years.

I've attached the application and my resume, please let me know if there is anything else needed.

thank you,
Laurel Halstead



City Clerk / Finance Office

PO Box 299, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

VOLUNTEER APPLICATION FORM TO SERVE ON A CITY BOARD AND COMMISSION

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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.

*Interested residents must complete and submit this form along with a resume or bio to the City Clerk Office:
via email to CityClerk@indianolaiowa.gov or by mail at 110 N. 1st Street, Indianola, IA 50125*

PERSONAL INFORMATION

NAME:	Laurel Halstead				
STREET ADDRESS:	1412 E Boston				
CITY:	Indianola	STATE:	IA	ZIP:	50125
EMAIL:	laurel@laurelhalsteadart.com				
HOME PHONE:		CELL PHONE:	712-292-1455	WORK PHONE:	
GENDER:	Female	AGE (OPTIONAL):		RACE (OPTIONAL):	

☐ BOARD OF ADJUSTMENT / APPEALS meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.	☐ CIVIL SERVICE COMMISSION meets on call. The commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The commission consists of three members that serve 4-year terms.	☐ HOMETOWN PRIDE COMMITTEE meets once a month. The committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2 year terms.
☐ IMU BOARD OF TRUSTEES meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.	☐ LIBRARY BOARD OF TRUSTEES meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures and rooms and personnel. The Board consists of seven members serving 6-year terms.	☐ MEMORIAL AQUATIC CENTER COMMISSION meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐ PARK & RECREATION COMMISSION meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.	☐ PLANNING & 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 9 members who serve 5-year terms. This Commission is appointed by the City Council.	☐ SUSTAINABILITY COMMITTEE This committee reviews options to become a more "green" community and reduce the city's carbon footprint. ☒ Fine Art & Beautification Commission This committee is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community.

Laurel Halstead



CONTACT

712-292-1455

laurel@laurelhalsteadart.com

1412 E Boston Ave, Indianola, IA 50125

Instagram@laurel.halstead.art

SKILLS & EXPERTISE

- Communication and Presentation
- Complex Problem Solving
- Critical Thinking
- Data Input, Processing, and Analysis
- Family and Community Involvement
- Goal Setting and Decision Making
- Learning Strategies
- Microsoft Office
- Project Management
- Research and Organization
- Social Perceptiveness
- Time Management

EDUCATION

Bachelor of Arts - Teaching

Major: Art Education K-12, Emphasis: Printmaking

University of Northern Iowa, Cedar Falls, IA

Graduate Credit courses

Technology Training

Problem Solving with Databases

Webpage Design

Animation for Web Pages

Troubleshooting the Macintosh in Education

Drake University Des Moines, IA

Essential Elements of Effective Teaching

Mac Basic

Copperplate Script Calligraphy

Morningside College Sioux City, IA

Continuing Education courses

Coaching/Action Research

Photography on Location

Classroom Climate and Control

Using Art to Strengthen Math Skills

Active Learning: Integrating Curriculum Through Art

Differentiated Instruction in Content Classrooms

VSA Arts of Iowa 2009 "Soar With the Arts"

VSA Arts of Iowa 2010 "Arts on Fire—Focus on the ICC"

The Spirit of Sumi-e: Basic and Advanced Techniques

Right Brain Drawing

Concept-Based Learning: Classrooms - 21st Century

Structure for Instruction PreK-12

Introduction to Gradual Release of Responsibility

Lesson Design Within the Gradual Release Model

Modern Calligraphy: From Pointed Pen to Brush

Mixed Media Textile Art

DreamBuilder Accelerated Program

VISUAL ARTIST & ART EDUCATOR

Artist/Owner of Laurel Halstead Art, LLC. Professional artist specializing in custom artwork, pencil portraits, calligraphy, lettering, signage, and kites. Currently involved in entrepreneur courses and workshops in the Des Moines area. Art educator for over 20 years, teaching a multitude of ages and abilities.

EMPLOYMENT

2015-2016 Elementary/Middle School Art Teacher

Interstate 35 Community School District Truro, IA 641-765-4291

- Taught art classes for grades K-8.
- Co-taught computer design 6th grade course.
- Implemented a variety of lesson plans that incorporated a range of sequential techniques and materials.

2012-2015 Elementary Art Teacher

2012-2014 Elementary Computer Teacher

Pleasantville Community School District Pleasantville, IA 515-848-0566

- Created and reinstated a certified art program for grades K-5.
- Focused on building art fundamentals along with a wide variety of art experiences with different medias and techniques including technology.
- Rebuilt and organized curriculum framework with details ranging from ordering supplies through developing grading standards.
- Designed webpages plus links for student navigation and use.
- Established a computer literacy program for PK-5 classes.
- Used the Chromebook and Macbook platforms for keyboarding and technology skills.
- Academic corresponding programs were also implemented as well as Internet safety and digital citizenship.

2006-2012 Elementary/Secondary Art Teacher

1997-1998, 2006-2011 Gifted & Talented Teacher

Coon Rapids - Bayard Community School District Coon Rapids, IA 712-999-2208

- Instructed grades K-12 art classes.
- Developed a sequential curriculum focusing on art experiences, aesthetic fundamentals, a variety of techniques and materials along with art history.
- Art displays created within the district, conference, and community plus student artwork uploaded and exhibited on the world's largest kid's art museum: www.artsonia.com.
- Brought in local and VSA artists for enrichment activities and projects.
- Created materials and resources for advanced elementary math, reading and language arts students.
- Worked with individual students and small groups emphasizing creative thinking and problem-solving skills.

2003-2006 County Election Official

Coon Rapids Precinct, Carroll County Auditor, Iowa Carroll, IA 712-792-9802

- Duties included signing in registered voters, explaining voting procedures, providing ballots, the use of voting equipment, and monitoring conduct of the election process.

1998-2003 Middle School Art Teacher

Carroll Community School District Carroll, IA 712-792-8001

- Planned and instructed grades 6, 7, & 8 art courses.
- Created classroom webpage depicting student artwork.
- Worked with grade-level teams to implement cross-curricular educational plans and projects.
- Emphasized incorporating reading and writing skills into art curriculum.

Meeting Date: 12/07/2020

Subject

Indianola Municipal Utilities Board of Trustees update.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Public Hearing for Indianola Eats Community Development Block Grant (CDBG) Program Grant.

Information

The City of Indianola has been working with the Central Iowa Shelter and Services and several other community partners to provide meals from local restaurants to needy families. The program provides an income source to restaurants as well as feeding these families. In order to invoice the Iowa Economic Development Authority for the CDBG funds that are making the program possible, the City must hold a second update hearing similar to the first public hearing.

Roll call to open and close the Public Hearing is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Verification of vacation of public roadway formerly known as Dayton Street (now known as Detroit Avenue) within the Simpson College campus.

Information

Fiscal Impact

Attachments

Street Memorandum

Deed Without Warranty

Public Hearing Proceedings and Resolution



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: November 24, 2020
Re: Public Hearing on a Proposal to Vacate a Public Street and Resolution Approving Vacation.

At its November 16th meeting, the City Council set a public hearing to vacate part of land that was previously designated as the public roadway formerly known as Dayton Street (now known as Detroit Avenue). This area of land, on the Simpson College campus, includes land on which McNeill and Hillman Hall are located.

As part of a title review for Simpson College, an issue with this section of land was noted by the abstractor. According to the Warren County Assessor, the property is owned by Simpson College; however, there is no evidence of record in Warren County or in the City's records of the City ever having formerly vacated and conveyed the property to Simpson College. As such, the abstractor is requesting formal verification from the City as to the vacation of this right-of-way.

I will attend the December 7th Council meeting if you have any questions.



INSTRUMENT PREPARED BY AND RETURN TO:	Jonathon L. Schroeder, 2605 Northridge Pkwy. Ste. 101, Ames, IA 50010; (515) 288-2500
MAIL TAX STATEMENT TO:	Simpson College, 701 North C Street, Indianola, IA 50125

DEED WITHOUT WARRANTY

KNOW ALL PERSONS BY THIS INSTRUMENT: That **CITY OF INDIANOLA, IOWA** (the “Grantor”), does hereby convey unto **SIMPSON COLLEGE** (the “Grantee”), all of its right, title, interest, estate, claim and demand in the real property situated in Warren County, Iowa, described as follows:

That part of Land that was previously designated as the public roadway formerly known as Dayton Street (now known as Detroit Avenue) which previously intersected through the following real estate:

All of Block 7 in JONES AND WINDLE’S ADDITION, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

All of Blocks 1 and 6 in JONES AND WINDLE’S ADDITION to Indianola, Warren County, Iowa.

AND

A tract of real estate described as commencing at the Southeast corner of Block 6 of JONES AND WINDLE’S ADDITION to Indianola, Warren County, Iowa, thence East 372 feet, thence North 455 feet, thence West 372 feet, thence South 455 feet to the Place of Beginning.

AND

A tract of land described as commencing at the Northwest corner of Block 1, JONES & WINDLE’S ADDITION to Indianola, Warren County, Iowa, thence North 257 feet, thence East 684 feet, thence South 257 feet, thence West 684 feet to the place of beginning.

AND

All of Block 4, ADER’S ADDITION to Indianola, Warren County, Iowa EXCEPT the right-of-way of C.R.I. & P. Railway.

AND

Including alleys within Block 4 and that portion of Steam Street lying west of Block 4 of ADER’S ADDITION to the City of Indianola, Warren County, Iowa,

Said real estate being shown as part of the Plat for Jones and Windles Addition filed March 10, 1860, in Book J, Page 295, in the Warren County, Iowa Recorder’s Office and as shown by Plat for Ader's Addition filed August 3, 1868, in Book X, Page 70, in the Warren County,

Iowa Recorder's Office.

This transfer is exempt from the Iowa Real Estate Transfer Tax pursuant to Iowa Code Section 428A.2(6).

The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _____, 2020

City of Indianola, Iowa

By: _____
Pamela Pepper, Mayor

ATTEST:

By: _____
Andrew J. Lent, City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Pamela Pepper and Andrew J. Lent, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of Indianola, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

The City Council of the City of Indianola, Iowa met in regular session on the 7th day of December, 2020, at 6:00 p.m. in the Council Chambers of City Hall, 110 North 1st Street in Indianola, Iowa. The meeting was called to order and there were present, Pamela Pepper, Mayor, in the chair, and the following named Council Members:

Absent: _____

The members of the Council investigated and found that notice of a public hearing on the proposal to vacate a public street had been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposal to vacate a public street, the Mayor announced that all residents attending the hearing would now be given an opportunity to express their views for or against the proposal. The following residents attending the hearing expressed their views as follows:

(Here set out the names of residents appearing and summaries of
any views expressed. If none, insert the word "None.")

After all residents who appeared at the meeting who desired to do so had expressed their views for or against the proposal to vacate a public street, Council member _____ introduced and caused to be read a Resolution entitled:

RESOLUTION AUTHORIZING THE VACATION OF A PUBLIC STREET
AND THE CONVEYANCE THEREOF,

and moved its adoption, seconded by Council member _____. After due consideration of said resolution by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council members voted:

Ayes: _____

Nays: _____

Whereupon the Mayor declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE VACATION OF A PUBLIC STREET
AND THE CONVEYANCE THEREOF

WHEREAS, the City of Indianola, Iowa (hereinafter referred to as the “City”) is a city organized and existing under the laws and constitution of the State of Iowa; and

WHEREAS, the City is authorized and empowered by Section 354.23 of the Code of Iowa, as amended (the “Code”), to vacate streets or other public lands which the City deems to be of no benefit to the public; and

WHEREAS, a portion of the campus of Simpson College, Indianola, Iowa is located on the following real property (the “Property”) legally described as:

that part of Land that was previously designated as the public roadway formerly known as Dayton Street (now known as Detroit Avenue) which previously intersected through the following real estate:

All of Block 7 in JONES AND WINDLE’S ADDITION, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

All of Blocks 1 and 6 in JONES AND WINDLE’S ADDITION to Indianola, Warren County, Iowa.

AND

A tract of real estate described as commencing at the Southeast corner of Block 6 of JONES AND WINDLE’S ADDITION to Indianola, Warren County, Iowa, thence East 372 feet, thence North 455 feet, thence West 372 feet, thence South 455 feet to the Place of Beginning.

AND

A tract of land described as commencing at the Northwest corner of Block 1, JONES & WINDLE’S ADDITION to Indianola, Warren County, Iowa, thence North 257 feet, thence East 684 feet, thence South 257 feet, thence West 684 feet to the place of beginning.

AND

All of Block 4, ADER’S ADDITION to Indianola, Warren County, Iowa EXCEPT the right-of-way of C.R.I. & P. Railway.

AND

Including alleys within Block 4 and that portion of Steam Street lying west of Block 4 of ADER’S ADDITION to the City of Indianola, Warren County, Iowa,

Said real estate being shown as part of the Plat for Jones and Windles Addition filed March 10, 1860, in Book J, Page 295, in the Warren County, Iowa Recorder’s Office and as shown by Plat for Ader’s Addition filed August 3, 1868, in Book X, Page 70, in the Warren County, Iowa Recorder’s Office; and;

WHEREAS, the Warren County Assessor shows that the Property is owned by Simpson College, however there is no evidence of record or in the City's records of the City ever having formerly vacated and conveyed the Property to Simpson College; and

WHEREAS, the City deems the Property to be of no benefit to the public and desires to formally vacate and convey the Property to Simpson College; and

WHEREAS, In accordance with Section 354.23 of the Code, the City has held a public hearing on the proposal to consider vacation of the Property described above, at which hearing all local residents or property owners were given an opportunity to express their views orally or in writing for or against the proposal.

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

Section 1. That the City Council of the City authorizes the approval of, and hereby does approve of the vacation of the Property described above.

Section 2. That the City Council of the City authorizes the conveyance of the Property to Simpson College pursuant to a Deed Without Warranty in the form presented to the City Council.

Section 3. That the officials of the City are hereby authorized to execute and deliver the Deed Without Warranty and to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 7th day of December, 2020.

Pamela Pepper, Mayor

Attest: _____
Andrew J. Lent, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

I, Andrew J. Lent, City Clerk of Indianola, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said City and of its City Council and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the City Council of said City on December 7, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Council and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said City hereto affixed this ____ day of _____, 2020.

Clerk of the City of Indianola, Iowa

(SEAL)

Meeting Date: 12/07/2020

Subject

Public Hearing on a proposal to verify the vacation of a public roadway formerly known as Dayton Street (now known as Detroit Avenue) within the Simpson College campus.

Information

Roll call to open and close the Public Hearing is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution authorizing the vacation of a public street and the conveyance thereof.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Subject

Series 2020A Bonds

Information

Fiscal Impact

Attachments

Resolution Authorizing 2020A loan
Loan Agreement 2020A
Tax Exemption Certificate
Delivery Certificate 2020A
Continuing Disclosure Certificate
IRS Form
Authentication Order 2020A
Transcript Certificate 2020A
Auditor's Certificate
Registrar's Agreement 2020A

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$6,505,000 General Obligation Capital Loan Notes, Series 2020A

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

December 7, 2020

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 110 N. 1st Street, Indianola, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN, NEBRASKA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN,
NEBRASKA, TO SERVE AS PAYING AGENT, NOTE
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, dated December 22, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by BOKF, N.A. of Lincoln, Nebraska, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and BOKF, N.A.

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

1. That BOKF, N.A. of Lincoln, Nebraska, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, dated December 22, 2020.

2. That the Agreement with BOKF, N.A. of Lincoln, Nebraska, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of December, 2020.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,505,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION APPROVING AND AUTHORIZING A FORM
OF LOAN AGREEMENT AND AUTHORIZING AND
PROVIDING FOR THE ISSUANCE OF \$6,505,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2020A, AND
LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF
THE TAX EXEMPTION CERTIFICATE AND CONTINUING
DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the fire department, including acquisition of a new fire truck; and refunding outstanding indebtedness of the City, including the General Obligation Bonds, Series 2012B, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes be authorized for said purpose(s); and

WHEREAS, the City is in need of funds to pay costs of adjusting, extending and refunding existing general obligation indebtedness of the City as is more fully set forth in the schedule of Bonds to be refunded, hereinafter set forth as Exhibit "A", attached to this resolution, and it is deemed necessary and advisable that the City should authorize General Obligation Capital Loan Notes for such purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring one (1) outstanding issue(s) of Notes for purposes of more efficient

administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Bonds set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notices published as required by Sections 384.24A, 384.25 and 403.12 this Council has held public meetings and hearings upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of \$6,505,000 General Obligation Capital Loan Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Current Refunded Portion" shall mean \$1,545,000 of the Notes to refund the Refunded Bonds.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Indianola, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "New Money Portion" shall mean \$4,960,000 of the notes issued to pay the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean BOKF, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck; and refunding outstanding indebtedness of the City, including the General Obligation Bonds, Series 2012B; including capitalized interest and costs of issuance.

- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the proceeds to pay the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck. As to the Current Refunded Portion, "Project Fund" shall mean the portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Refunded Bonds" shall mean \$1,620,000 of the \$3,875,000 General Obligation Bonds, Series 2012B, dated May 1, 2012.

- "Registrar" shall mean BOKF, N.A. of Lincoln, Nebraska, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the Finance Director/CFO or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Indianola, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$402,939.38*	2020/2021
\$923,775.00	2021/2022
\$885,375.00	2022/2023
\$887,425.00	2023/2024
\$783,725.00	2024/2025
\$547,425.00	2025/2026
\$547,575.00	2026/2027
\$547,275.00	2027/2028
\$542,025.00	2028/2029
\$541,775.00	2029/2030
\$546,210.00	2030/2031

*A levy from the Refunded Bonds has been included in the budget previously certified and will be used together with the Capitalized Interest Fund and available City funds to pay the principal and interest of the Note coming due in the fiscal year 2020/2021.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Warren County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than amounts deposited in the Capitalized Interest Fund as provided below, shall be credited to the Project

Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Proceeds invested shall mature before the date which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Capitalized Interest Fund.

Proceeds of \$47,438.13 shall be deposited into a 2020A Capitalized Interest Fund and used by the City for interest on the Notes due and payable on June 1, 2021.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$6,505,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2020A", be dated December 22, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$ 335,000	3.000%	2021
\$ 780,000	3.000%	2022
\$ 765,000	3.000%	2023
\$ 790,000	3.000%	2024
\$ 710,000	3.000%	2025
\$ 495,000	3.000%	2026
\$ 510,000	3.000%	2027
\$1,050,000	1.000%	2029*
\$ 530,000	1.050%	2030
\$ 540,000	1.150%	2031

*Term Notes

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1		
Principal Amount	Interest Rate	Maturity June 1 st
\$525,000	1.000%	2028
\$525,000	1.000%	2029*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

c) Urban Renewal Purposes.

The Notes are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Notes shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any note issued hereunder or the security therefor, such Note shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the BOKF, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give

DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. BOKF, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at

maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WARREN"
"CITY OF INDIANOLA"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2020A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: December 22, 2020
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Indianola, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of BOKF, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding, planning and undertaking urban

renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck; and refunding outstanding indebtedness of the City, including the General Obligation Bonds, Series 2012B, including capitalized interest and cost of issuance; and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on June 1, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 1.00% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued

interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1 st
\$525,000	2028
\$525,000	2029*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by BOKF, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any note issued hereunder or the security therefor, such Note shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, BOKF, N.A., Lincoln, Nebraska.

Date of authentication: December 22, 2020
This is one of the Notes described in the within mentioned Resolution, as registered by BOKF, N.A.

BOKF, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: BOKF, N.A.

Paying Agent: BOKF, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF INDIANOLA, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part

of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$1,620,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

For the sole purpose of qualifying the remainder of the Notes as "Qualified Tax Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified

501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of December, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Refunded Bonds

\$3,875,000 General Obligation Bonds, Series 2012B, dated May 1, 2012

Principal Amount	Interest Rate	Maturity June 1 st
\$330,000	1.900%	2021
\$340,000	2.100%	2022
\$345,000	2.200%	2023
\$355,000	2.300%	2024
\$250,000	2.400%	2025

*\$1,620,000 of principal redeemed on December 22, 2020, with accrued interest to the date of redemption

■

STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

(SEAL)

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LOAN AGREEMENT

This Loan Agreement is entered into as of the 22nd day of December, 2020, by and between the City of Indianola, State of Iowa (the "City") acting through its City Council (the "Council") and D.A. Davidson & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$6,818,934.30, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2020A, in the aggregate principal amount of \$6,505,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck; and refunding outstanding indebtedness of the City, including the General Obligation Bonds, Series 2012B (the "Project"). \$47,468.13 of proceeds are allocated for capitalized interest, along with any remaining loan proceeds, including accrued interest, if any, which shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2021.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated December 22, 2020, shall bear interest payable June 1, 2021, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$ 335,000	3.000%	2021
\$ 780,000	3.000%	2022
\$ 765,000	3.000%	2023
\$ 790,000	3.000%	2024
\$ 710,000	3.000%	2025
\$ 495,000	3.000%	2026
\$ 510,000	3.000%	2027
\$1,050,000	1.000%	2029*
\$ 530,000	1.050%	2030
\$ 540,000	1.150%	2031

*Term Notes

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF INDIANOLA, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

D.A. DAVIDSON & CO. (Lender)

By: _____
(Signature)

(Name)

(Title)

01795522-1\13538-160

TAX EXEMPTION CERTIFICATE

of

CITY OF INDIANOLA, COUNTY OF WARREN, STATE OF IOWA, ISSUER

\$6,505,000 General Obligation Capital Loan Notes, Series 2020A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF INDIANOLA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on December 22, 2020, by the City of Indianola, County of Warren, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$6,505,000 General Obligation Capital Loan Notes, Series 2020A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$6,505,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2020A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds and bonds described in Section 2.1(1) when used in computing the present value of all payments of principal and interest to be paid on the Bonds and bonds described in Section 2.1(1), using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Current Refunded Portion" shall mean \$1,637,662.80 of the Issue Price to refund the Refunded Bonds, and pay an allocable share of the costs of issuance.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the

Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the first price at which a substantial amount of the Bonds (not less than 10% of each maturity) is sold to the public (any person other than the Purchaser or a related party to the Purchaser). The Purchasers have certified the Issue Price to be not more than \$6,505,000, as set forth in Exhibit A.

- "Issuer" means the City of Indianola, a municipal corporation in the County of Warren, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "New Money Portion" shall mean \$5,239,816.50 of the Issue Price to pay the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck, and an allocable share of the costs of issuance.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck; and refunding outstanding indebtedness of the City, including the General Obligation Bonds, Series 2012B including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean, as to the New Money Portion, the fund established under this Resolution for the deposit of a portion of the Proceeds to pay the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck. As

to the Current Refunded Portion, "Project Fund" shall mean the portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Purchasers" means D.A. Davidson & Co. of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$1,620,000 of the \$3,875,000 General Obligation Bonds, Series 2012B dated May 1, 2012.
- "Refunding Bonds" means the Current Refunded Portion of the Bonds.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on December 7, 2020, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.
- (e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a

manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$372,479.30), less underwriter's discount of \$58,545.00, received at Closing are expected to be deposited and expended as follows:

(a) \$47,468.13 will be deposited into the Capital Interest Fund to be used by the Issuer to pay interest on the Bonds through June 1, 2021; and

(b) \$45,250.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) As to the New Money Portion, \$5,104,164.88 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds. As to the Current Refunded Portion, \$1,622,051.29 will be used

together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. Refunded Bonds will be redeemed on December 22, 2020.

Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs of aiding, planning and undertaking urban renewal projects under the authority of chapter 403 of the Code of Iowa, and the Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, as amended, including sidewalks, streets, landscaping, utilities, and other public infrastructure in and around the downtown square; and equipping the fire department, including acquisition of a new fire truck.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

The Refunding Bonds were issued for paying costs of street improvements, utility improvements, traffic light, equipping sewer department, acquisition of ambulance, and improvements to the City pool, including acquisition of and installation of a water slide.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds nor the Refunded Bonds were used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds nor the Refunded Bonds were used directly or indirectly to make or finance loans to persons other than governmental units.

Refunding of Governmental Bonds

The Issuer will use the Proceeds of the Current Refunded Portion of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on

reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Issuer has complied with and will continue to comply with all rebate requirements applicable to the Refunded Bonds. The City retains Berens Tate Consulting Group to analyze rebate compliance. A report for the Refunded Bonds is on file with the City.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test.

(1) Not later than six months after Closing, work on the New Money Portion of the Project will have commenced and will proceed with due diligence to completion.

(2) The Issuer has incurred a substantial binding obligation to accomplish the refunding contemplated by the Current Refunding Portion. The Refunded Bonds will be redeemed on December 22, 2020.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.737030%¹ percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds – New Money Portion Only

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

¹ Representing a blended yield with the General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), sold and issued simultaneously with the Bonds.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

Election to Bifurcate Issue: In accordance with Section 148(f)(4)(C)(v) and 1.150-1(c)(3) of the Code and Section 1.148-7(j)(1) of the Regulations, the Issuer hereby elects to treat the Bonds as two (2) separate issues, for purposes of the exception to rebate, allocated to the Current Refunded Portion and the New Money Portion. The Issuer reasonably expects, as of the date hereof, that the New Money Portion will finance all of the construction expenditures to be financed by the proceeds of the Bonds.

- **Six Month Exception (Current Refunded Portion)**

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- **Eighteen-Month Exception (New Money Portion)**

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 2%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- **Election to Treat as Construction Bonds. (New Money Portion)**

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on

such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease

to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the

term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

None

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

\$6,505,000 General Obligation Capital Loan Notes, Series 2020A (Issue covered by this Certificate)* (Issue Price: \$6,877,479.30); and

\$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds)* (Issue Price: \$3,088,125.80)

*Series 2020A currently refunds obligations to the par amount of \$1,620,000 previously designated under Section 265(b)(3) of the Code. Series 2020B currently refunds obligations to the par amount of \$3,035,000 previously designated under Section 265(b)(3) of the Code. In accordance with Section 265(b)(3)(D), said amounts retain such designation, as the weighted average maturity of the Current Refunding Portion of the Series 2020A Notes (2.3406 years) is not later than the weighted average maturity of the Series 2012B Bonds (2.3461 years), the weighted average maturity of the Series 2020B Notes (4.0334 years) is less than the weighted average maturity of the Series 2013B Bonds (4.040 years), and the refundings under each series of Notes will finally mature not later than 30 years after the date the Refunded Bonds were issued.

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

None

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate

governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

None

ARTICLE VIII

FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

(SEAL)

City Treasurer, City of Indianola, State of Iowa

EXHIBIT "A"

ISSUE PRICE CERTIFICATE

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the CFO of the City of Indianola, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Indianola, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 22nd day of December, 2020.

INDIANOLA, IOWA

By: _____

Title: _ CFO

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Indianola, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25 and 403.12, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2020A, of the City of Indianola, State of Iowa, in the amount of \$6,505,000, dated December 22, 2020, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$ 335,000	3.000%	2021
\$ 780,000	3.000%	2022
\$ 765,000	3.000%	2023
\$ 790,000	3.000%	2024
\$ 710,000	3.000%	2025
\$ 495,000	3.000%	2026
\$ 510,000	3.000%	2027
\$1,050,000	1.000%	2029*
\$ 530,000	1.050%	2030
\$ 540,000	1.150%	2031

*Term Notes

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

D.A. Davidson & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$6,818,934.30 and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid

promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated _____, 2020, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Fiscal Year 2020/21), according to the last completed State and County tax lists (100% - Before Rollback)	\$ 1,053,914,602
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$14,260,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$125,000 (DOT guaranty) \$169,442 (UR Rebates)

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Indianola,
State of Iowa, this 22nd day of December, 2020.

Mayor

City Clerk

City Treasurer

(CITY SEAL)

01795507-1\13538-160

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Indianola, State of Iowa (the "Issuer"), in connection with the issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A and \$2,825,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds) (the "Notes") dated December 22, 2020. The Notes are being issued pursuant to a Resolution of the Issuer approved on December 7, 2020 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2020.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2019/2020 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibits A-1 and A-2.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

- ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Debt Limit Calculation", "General Obligation Debt", "Current Valuation by Property Classification", "Tax Rate Per \$1,000 of Taxable Valuation", "Valuation Trend", and "Tax Collection Trend". Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the

amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the

right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 22nd day of December, 2020.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A-1

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Indianola, Iowa.

Name of Note Issue: \$6,505,000 General Obligation Capital Loan Notes, Series 2020A

Dated Date of Issue: December 22, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Its: _____

01785002-1\13538-160

EXHIBIT A-2

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Indianola, Iowa.

Name of Note Issue: \$2,825,000 General Obligation Refunding Capital Loan Notes, Series
2020B (Qualified 501(c)(3) Bonds)

Dated Date of Issue: December 22, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial
Information with respect to the above-named Notes as required by Section 3 of the Continuing
Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer
anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Its: _____

01785002-1\13538-160

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name City of Indianola, Iowa		2 Issuer's employer identification number (EIN) 42-6004797	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 110 North 1st Street, P.O. Box 299		5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Indianola, Iowa		7 Date of issue 12/22/2020	
8 Name of issue \$6,505,000 General Obligation Capital Loan Notes, Series 2020A		9 CUSIP number 455560 QH8	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ryan Waller, City Manager		10b Telephone number of officer or other employee shown on 10a 515-961-9410	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	4,827,585 45
14	Public safety	14	412,231 05
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Refunding 2012B	18	1,637,662 80
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2031	\$ 6,877,479.30	\$ 6,505,000	5.171 years	0.737030 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22	-0-		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	6,877,479	30	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	103,795	00	
25	Proceeds used for credit enhancement	25	-0-		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	-0-		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	1,622,051	29	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-		
29	Total (add lines 24 through 28)	29	1,725,846	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	5,151,633	01	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . ▶ 2.3461 years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . ▶ NA years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . ▶ 12/22/2020
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY) 05/01/2012

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☒
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☒
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	Ryan Waller, City Manager Type or print name and title
---	---

Paid Preparer Use Only

Print/Type preparer's name J. Eric Boehlert	Preparer's signature _____	Date _____	Check ☐ if self-employed	PTIN P01077288
Firm's name ► Ahlers & Cooney, P.C.			Firm's EIN ► 42-1323559	
Firm's address ► 100 Court Ave., Ste, 600, Des Moines, Iowa 50309			Phone no. 515-243-7611	

AUTHENTICATION ORDER

The undersigned City Treasurer of the City of Indianola, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Indianola, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to BOKF, N.A. (the "Registrar") \$6,505,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2020A, dated December 22, 2020 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, D.A. Davidson & Co., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2020

(SEAL)

City Treasurer

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Indianola, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, of the City dated December 22, 2020, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and six (6) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2020, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2020, at Indianola, Iowa.

City Clerk, City of Indianola, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Pam Pepper

(Original Signature)

Clerk/CFO:

Andrew J. Lent

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

Subscribed and sworn to before me by Pam Pepper and Andrew J. Lent on this
_____ day of _____, 2020.

Notary Public in and for Warren County,
Iowa

(SEAL)

01795512-1\13538-160

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Warren County, State of Iowa, hereby certify that on the _____ day of _____, 2020 there was filed in my office the Resolution of the City Council of the City of Indianola, State of Iowa, adopted on the 7th day of December, 2020, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$6,505,000 of General Obligation Capital Loan Notes, Series 2020A, and levying a tax therefor, dated December 22, 2020.

(COUNTY SEAL)

County Auditor of Warren County, State of
Iowa

01795516-1\13538-160

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into the date hereof between BOKF, N.A. ("Agent" or "Paying Agent") and the City of Indianola, State of Iowa ("Issuer").

1. Definition of Terms. The terms "item", "receipt", "transfer", "turnaround", "process", "business day", and other terms used throughout this Agreement shall be deemed to have the meanings provided in Rules 17Ad-1 and 17Ad-2 of the Regulations promulgated pursuant to the Securities Exchange Act of 1934 and Section 76.10(4) of the Code of Iowa, as amended and in effect from time to time.

2. Note Resolution Incorporated by Reference. Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement and pursuant to the Resolution Authorizing and Providing for the Execution of a Loan Agreement and the Issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, dated December 22, 2020 (the "Obligations"). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. The Resolution defines among other items lost, stolen and mutilated Notes and manner of notice to parties. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. Registrar Function. Agent shall maintain records of the identity of the owners of the Obligations in order to carry out its function as Registrar and upon request of Issuer shall from time to time deliver to Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity Agent is authorized at any time to register for original issue certificates representing the Obligations and not exceeding the total principal amount of the Obligations ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Obligations represented by the certificates so canceled and to redeliver such new certificates.

4. Transfer Agent Function. For the purpose of the original issue of certificates Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may direct.

Agent shall make transfers, from time to time upon the records of Issuer of any outstanding certificates and of certificates issued in exchange therefor signed by the officers of Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Upon request for cancellation of such certificates Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

Agent shall furnish to each owner, at Issuer's expense, one certificate for each annual maturity. Agent shall furnish additional certificates of lesser denomination to an owner who so requests.

Certified specimen signatures of the officers of Issuer and certified specimen certificates in the form duly approved by Issuer shall be lodged with Agent and upon request of Agent the Issuer will deliver to the Agent a sufficient supply of certificates in the form approved.

5. Paying Agent Function. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Obligations as follows:

- a) At least three business days prior to each payment date Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.
- b) One business day before each payment date Agent will pay interest and, upon presentation and surrender of the matured or called Obligations, will pay principal to each registered owner of the Obligations as of the record date by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Obligations or the date fixed for redemption of any Obligations shall be a Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption. Provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Obligation.
- c) When the Agent shall receive notice from Issuer of its option to redeem Obligations prior to maturity, the Agent shall select the Obligations to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Obligations and the Resolution.

6. Form of Records. The records of Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records. Agent's records in connection with the Obligations shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. Agent agrees that its use of the records will be limited to the purposes of this Agreement and that Agent will make no private use or permit any private access thereto.

8. Reliance Upon Certain Certifications and Representations. Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned or executed by any duly authorized person or persons or upon the instruction of any authorized officer of Issuer or upon the advice of Issuer's counsel; and may register any certificate representing the Obligations or may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration. Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered Obligations including without limitation Chapters 76, 384, 403 and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

10. Signature of Officers. In case any of the officers of Issuer whose manual or facsimile signature appear on any certificate, bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date. For purposes of determining the registered owners of the Obligations, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Obligations ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround. Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Delivery of Obligations. Agent will promptly cancel and deliver to Issuer all Obligations or certificates representing the Obligations surrendered to it upon payment of the principal, premium, if any, and interest owing on such Obligations.

14. Payment of Unclaimed Amounts. In the event any payment check representing payment of interest or principal on the Obligations is returned to the Paying Agent or is not presented for payment, or if any Obligation is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Obligations shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Obligations shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Obligations who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Obligations. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Agreement by the Owners of such interest or Obligations of whatever nature shall be made upon the Issuer.

15. No Obligation to Invest. Agent will have no obligation to invest any funds in its possession.

16. Compensation of Agent. The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel. When Agent deems it necessary or reasonable it may apply to bond counsel for the Issuer, or such other law firm or attorney approved by Issuer for instructions or advice.

18. Termination of Agreement. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

19. Examination of Records. Issuer or its duly authorized agents may examine all records relating to the Obligations at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Obligations or any of them.

20. Obligations, Rights and Privileges of Agent. Agent shall have, with regard to the particular functions it performs, the same obligation to the holder or owner of the Obligations and shall have the same rights and privileges as the Issuer has in regard to those functions.

Dated this 22nd day of December, 2020.

CITY OF INDIANOLA,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BOKF, N.A., AGENT

By: _____

ATTEST:

By: _____

(Title)

(Title)

SCHEDULE A

Fee Schedule

01795517-1\13538-160

Meeting Date: 12/07/2020

Subject

Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, and levying a tax to pay said notes; approval of the tax exemption certificate and continuing disclosure certificate.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Subject

Series 2020B Bonds

Information

Fiscal Impact

Attachments

Resolution Authorizing 2020B Loan
Loan Agreement 2020B
Tax Exemption Certificate
IRS Form
Delivery Certificate 2020B
Transcript Certificate 2020B
Authentication Order 2020B
Registrar's Agreement 2020B
Auditor's Certificate

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds)

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

December 7, 2020

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 110 N. 1st Street, Indianola, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*Electronic access to this meeting is being made available because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN, NEBRASKA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN,
NEBRASKA, TO SERVE AS PAYING AGENT, NOTE
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), dated December 22, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by BOKF, N.A. of Lincoln, Nebraska, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and BOKF, N.A.

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

1. That BOKF, N.A. of Lincoln, Nebraska, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), dated December 22, 2020.

2. That the Agreement with BOKF, N.A. of Lincoln, Nebraska, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of December, 2020.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,850,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020B (QUALIFIED 501(C)(3) BONDS), AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION APPROVING AND AUTHORIZING A FORM
OF LOAN AGREEMENT AND AUTHORIZING AND
PROVIDING FOR THE ISSUANCE OF \$2,850,000 GENERAL
OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES
2020B (QUALIFIED 501(C)(3) BONDS), AND LEVYING A
TAX TO PAY SAID NOTES; APPROVAL OF THE TAX
EXEMPTION CERTIFICATE AND CONTINUING
DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of refunding outstanding indebtedness of the City, including the General Obligation Urban Renewal Bonds, Series 2013B, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes be authorized for said purpose(s); and

WHEREAS, the City is in need of funds to pay costs of adjusting, extending and refunding existing general obligation indebtedness of the City as is more fully set forth in the schedule of Bonds to be refunded, hereinafter set forth as Exhibit "A", attached to this resolution, and it is deemed necessary and advisable that the City should authorize General Obligation Refunding Capital Loan Notes for such purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring one (1) outstanding issue(s) of Notes for purposes of more efficient

administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Bonds set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$2,850,000 General Obligation Refunding Capital Loan Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Refunded Bonds were issued pursuant to a TEFRA hearing under Section 147(f) of the Internal Revenue Code on January 10, 2011, and subsequent voter referendum on March 11, 2011, and the Notes authorized herein currently refund the Refunded Bonds in accordance with Section 147(f)(2)(D), precluding the need for an additional TEFRA hearing; and

WHEREAS, the above-mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by

the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Indianola, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean BOKF, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of refunding outstanding indebtedness of the City, including the General Obligation Urban Renewal Bonds, Series 2013B.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$3,035,000 of the \$5,510,000 General Obligation Bonds, Series 2013B, dated January 9, 2013.
- "Registrar" shall mean BOKF, N.A. of Lincoln, Nebraska, or such successor as may be approved by Issuer as provided herein and who shall carry out the

duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Indianola, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$401,106.25*	2020/2021
\$420,800.00	2021/2022
\$425,300.00	2022/2023
\$384,350.00	2023/2024
\$379,300.00	2024/2025
\$384,100.00	2025/2026
\$383,450.00	2026/2027
\$382,500.00	2027/2028

*Levies from the Refunded Bonds included in the budget for fiscal year 2020/2021, along with cash on hand, will be used to pay debt service.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Warren County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 2" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loan Notes of the City in the amount of \$2,850,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa and Section 145 of the Internal Revenue Code of 1986, as amended, for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2020B", be dated December 22, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed

with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$365,000	3.000%	2021
\$350,000	3.000%	2022
\$365,000	3.000%	2023
\$335,000	3.000%	2024
\$340,000	3.000%	2025
\$355,000	3.000%	2026
\$365,000	3.000%	2027
\$375,000	2.000%	2028

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the BOKF, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services

with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. BOKF, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate

herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WARREN"
"CITY OF INDIANOLA"
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2020B"
(QUALIFIED 501(C)(3) BONDS)
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: December 22, 2020
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$_____

The City of Indianola, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of BOKF, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, and Section 145 of the Internal Revenue Code of 1986, as amended, for the purpose of paying costs of refunding outstanding indebtedness of the City, including the General Obligation Urban Renewal Bonds, Series 2013B, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by BOKF, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, BOKF, N.A., Lincoln, Nebraska.

Date of authentication: December 22, 2020

This is one of the Notes described in the within mentioned Resolution, as registered by BOKF, N.A.

BOKF, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: BOKF, N.A.

Paying Agent: BOKF, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF INDIANOLA, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the

owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$3,035,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of December, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Refunded Bonds

\$5,510,000 General Obligation Bonds, Series 2013B, dated January 9, 2013*

Principal Amount	Interest Rate	Maturity June 1 st
\$355,000	1.25%	2021
\$360,000	1.40%	2022
\$370,000	1.55%	2023
\$375,000	1.70%	2024
\$380,000	1.80%	2025
\$390,000	1.90%	2026
\$400,000	2.00%	2027
\$405,000	2.00%	2028

*\$3,035,000 principal amount to be redeemed on December 22, 2020, with accrued interest to the date of redemption.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01795717-1\13538-161

LOAN AGREEMENT

This Loan Agreement is entered into as of the 22nd day of December, 2020, by and between the City of Indianola, State of Iowa (the "City") acting through its City Council (the "Council") and D.A. Davidson & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$3,062,475.80, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), in the aggregate principal amount of \$2,850,000 (the "Notes").
2. The loan proceeds shall be used to pay costs of refunding outstanding indebtedness of the City, including the General Obligation Urban Renewal Bonds, Series 2013B (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2021.
3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated December 22, 2020, shall bear interest payable June 1, 2021, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$365,000	3.000%	2021
\$350,000	3.000%	2022
\$365,000	3.000%	2023
\$335,000	3.000%	2024
\$340,000	3.000%	2025
\$355,000	3.000%	2026
\$365,000	3.000%	2027
\$375,000	2.000%	2028

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and Section 145 of the Internal Revenue Code, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF INDIANOLA, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

D.A. DAVIDSON & CO (Lender)

By: _____
(Signature)

(Name)

(Title)

01795736-1\13538-161

TAX EXEMPTION CERTIFICATE

of

CITY OF INDIANOLA, COUNTY OF WARREN, STATE OF IOWA, ISSUER

\$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B
(Qualified 501(c)(3) Bonds)

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF INDIANOLA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on December 22, 2020, by the City of Indianola, County of Warren, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds) (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$2,850,000 aggregate principal amount of General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.
- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds and bonds described in Section 2.1(1) when used in computing the present value of all payments of principal and interest to be paid on the Bonds and bonds described in Section 2.1(1), using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the

Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the first price at which a substantial amount of the Bonds (not less than 10% of each maturity) is sold to the public (any person other than the Purchaser or a related party to the Purchaser). The Purchasers have certified the Issue Price to be not more than \$3,088,125.80, as set forth in Exhibit A.

- "Issuer" means the City of Indianola, a municipal corporation in the County of Warren, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the refunding outstanding indebtedness of the City, including the General Obligation Urban Renewal Bonds, Series 2013B as more fully described in the Resolution.

- "Project Fund" shall mean the fund into which a portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Purchasers" means D.A. Davidson & Co., of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Refunded Bonds" means \$3,035,000 of the \$5,510,000 General Obligation Bonds, Series 2013B dated January 9, 2013.

- "Refunding Bonds" means the Bonds.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on December 7, 2020, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than

a member of the general public, or the YMCA (or other qualified 501(c)(3) entity pursuant to a new TEFRA hearing) pursuant to the 28E Agreement.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as \$6,505,000 General Obligation Capital Loan Notes, Series 2020A, no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$238,125.80), less underwriter's discount of \$25,650.00, received at Closing are expected to be deposited and expended as follows:

(a) \$24,750.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds; and

(b) \$3,038,029.69, which includes \$303.89 of transferred Issuer sinking funds, will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

The Refunded Bonds were issued to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403, and the Hillcrest Urban Renewal Plan, as amended, including the construction of a community/wellness center, with related site improvements, generally consisting of an approximately 60,000 square foot facility, with swimming pools, gym and exercise/recreation facilities, to be located on approximately 6.7 acres in the NE corner of Summercrest Hills Plat 3, at the NE corner of the intersection of Highway 65/69 and Hillcrest Avenue, to be owned by the City and operated by the YMCA, a 501(c)(3) organization.

Section 2.4 Facts Supporting Tax-Exemption Classification

Qualified 501(c)(3) Bonds

The Issuer has entered into the 28E Agreement (the "Agreement") with the Young Men's Christian Association of Greater Des Moines, Iowa (the "YMCA"), a non-profit corporation in the state of Iowa which has been determined by the IRS to be a 501(c)(3) charitable organization pursuant to applicable Tax Code and IRS Regulations, regulating use of the wellness/community center financed with the proceeds of the Bonds (the "Facility"). The Agreement is attached hereto

as Exhibit B. Based on the representations and covenants of the Agreement, the Issuer reasonably expects:

- A. The Facility will be operated by the YMCA, an organization described in Section 501(c)(3) of the Code. The YMCA's IRS determination letter is attached hereto as Exhibit C.
- B. The Facility financed with the proceeds of the Bonds will not be used by the YMCA in an unrelated trade or business, determined by the application of Section 513(a) of the Code.
- C. Not less than 95% of the proceeds of the Bonds will be used for capital expenditures related to the Facility.
- D. No more than 5% of the net proceeds of the Bonds (less any amounts applied to costs of issuance) will be used for any private business use as defined in Section 141(b)(6) of the Code.
- E. No amount of the Bonds will be used to make loans to any parties, governmental or private.
- F. As of the date hereof, the YMCA is the only "principal user" of the Project (though it is anticipated that the Indianola Community School District (a governmental body pursuant to Section 103 of the Tax Code), and Simpson College (a qualified 501(c)(3) entity) will have access to portions of the Facility through the YMCA, said access being in furtherance of the exempt purposes of the YMCA. Pursuant to the Agreement, the YMCA will not permit any Person to become a "principal user" of the Facility if such action would cause the interest on the Bonds to become subject to federal income taxation in the hands of the holder thereof.
- G. The weighted average maturity of the Bonds (4.0334 years) will not exceed the estimated average remaining economic life of the assets financed with the proceeds of the Bonds by more than 20%, all within the meaning of Section 147(b) of the Code.
- H. No portion of the proceeds of the Bonds will be used to provide any airplane, skybox, or other private luxury box, any facility primarily used for gambling, or a store, the principal business of which is the sale of alcoholic beverages for consumption off premises.
- I. The issuance costs financed by the Bonds shall not exceed 2% of the face amount of the Bonds (see D above).
- J. The YMCA agrees it will not use the Facility, and therefore the proceeds of the Bonds, in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable Treasury Regulations. The Borrower agrees that so long as the Bonds remain outstanding, it will (to the extent within its power or direction) comply with the provisions of the Agreement.
- K. The design and plan of the Facility comprises real and personal property useful in connection with the operation of recreational wellness/community facility, which is a facility for an organization described in Section 501(c)(3) of the Code, and constitutes a "project" as contemplated by the Act. The Facility does not include any property to be sold or affixed to or consumed in the production of property for sale nor does it include any housing facility to be rented or used as a permanent residence; and it is presently intended and reasonably expected that no any

equipment to be purchased from the proceeds of the Bonds will be permanently located and exclusively used at the Facility and that the YMCA will operate the Facility throughout the term of the Agreement in the normal conduct of the YMCA's operations.

- L. The Project is suitable for recreational wellness/community activities, and none of the proceeds of the Bonds used to finance the Project will be used to finance improvements which are primarily for religious instruction or as a place for devotional activities or religious worship.
- M. The representations, warranties and covenants of the YMCA contained in the Agreement, the provisions of which are incorporated herein and made a part hereof for the benefit of the Issuer as if fully set forth herein, are true and correct in all respects, do not violate any provisions of the Borrower's Articles of Incorporation and By-laws, and are valid, binding and enforceable obligations of the Borrower.
- N. None of the proceeds of the Bonds will be used, directly or indirectly, to provide residential rental property for family units.

The Bonds currently refund Refunded Bonds, which were authorized pursuant to a Section 147(f) TEFRA hearing on January 10, 2011 and voter referendum on March 11, 2011. The weighted average maturity of the Bonds (4.0334 years) does not exceed the weighted average maturity of the Refunded Bonds (4.040 years) therefore, the original TEFRA authority remains in effect per Section 147(f)(2)(D).

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt

service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.737030%¹ percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Six Month Exception

¹ Representing a blended yield with the General Obligation Capital Loan Notes, Series 2020A, sold and issued simultaneously with the Bonds.

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

None

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

\$6,505,000 General Obligation Capital Loan Notes, Series 2020A* (Issue Price: \$6,877,479.30);
and

\$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds)* (Issue covered by this Certificate) (Issue Price: \$3,088,125.80)

*Series 2020A currently refunds obligations to the par amount of \$1,620,000 previously designated under Section 265(b)(3) of the Code. Series 2020B currently refunds obligations to the par amount of \$3,035,000 previously designated under Section 265(b)(3) of the Code. In accordance with Section 265(b)(3)(D), said amounts retain such designation, as the weighted average maturity of the Current Refunding Portion of the Series 2020A Notes (2.3406 years) is not later than the weighted average maturity of the Series 2012B Bonds (2.3461 years), the weighted average maturity of the Series 2020B Notes (4.0334 years) is less than the weighted average maturity of the Series 2013B Bonds (4.040 years), and the refundings under each series of Notes will finally mature not later than 30 years after the date the Refunded Bonds were issued.

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

None

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

None

ARTICLE VIII

FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

(e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

City Treasurer, City of Indianola, State of Iowa

(SEAL)

01795725-1\13538-161

EXHIBIT "A"

ISSUE PRICE CERTIFICATE

EXHIBIT "B"

28E AGREEMENT

EXHIBIT "C"

YMCA IRS DETERMINATION LETTER

Information Return for Tax-Exempt Private Activity Bond Issues

(Under Internal Revenue Code section 149(e))

► See separate instructions.

► Go to www.irs.gov/Form8038 for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		Check if Amended Return ☐
1 Issuer's name City of Indianola, Iowa		2 Issuer's employer identification number 42-6004797
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 1 ☐ ☐
6 City, town, or post office, state, and ZIP code Indianola, Iowa 50125		7 Date of issue (MM/DD/YYYY) 12/22/2020
8 Name of issue General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds)		9 CUSIP number 455560 QR6
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Ryan Waller, City Manager		10b Telephone number of officer or other employee shown on 10a 515-961-9410

Part II Type of Issue (Enter the issue price.)		Issue Price
11 Exempt facility bond:		
a Airport (sections 142(a)(1) and 142(c))	11a	
b Docks and wharves (sections 142(a)(2) and 142(c))	11b	
c Water furnishing facilities (sections 142(a)(4) and 142(e))	11c	
d Sewage facilities (section 142(a)(5))	11d	
e Solid waste disposal facilities (section 142(a)(6))	11e	
f Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions)	11f	
Meeting 20–50 test (section 142(d)(1)(A)) ☐		
Meeting 40–60 test (section 142(d)(1)(B)) ☐		
Meeting 25–60 test (NYC only) (section 142(d)(6)) ☐		
Has an election been made for deep rent skewing (section 142(d)(4)(B))? . . . ☐ Yes ☐ No		
g Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))	11g	
h Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)	11h	
Facility type _____		
1986 Act section _____		
i Qualified enterprise zone facility bonds (section 1394) (see instructions)	11i	
j Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)	11j	
k Other (see instructions) _____	11k	
l Qualified public educational facility bonds (sections 142(a)(13) and 142(k))	11l	
m Mass commuting facilities (sections 142(a)(3) and 142(c))	11m	
n Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))	11n	
o Other (see instructions) _____		
p Local district heating or cooling facilities (sections 142(a)(9) and 142(g)) _____	11p	
q Other (see instructions) _____	11q	
12a Qualified mortgage bond (section 143(a))	12a	
b Other (see instructions) _____	12b	
13 Qualified veterans' mortgage bond (section 143(b)) (see instructions) ►	13	
Check the box if you elect to rebate arbitrage profits to the United States ☐		
14 Qualified small issue bond (section 144(a)) (see instructions) ►	14	
Check the box for \$10 million small issue exemption ☐		
15 Qualified student loan bond (section 144(b))	15	
16 Qualified redevelopment bond (section 144(c))	16	
17 Qualified hospital bond (section 145(c)) (attach schedule—see instructions)	17	
18 Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)	18	3,088,125.80
Check box if 95% or more of net proceeds will be used only for capital expenditures ☐		
19 Nongovernmental output property bond (treated as private activity bond) (section 141(d))	19	
20a Other (see instructions) _____		
b Reissuance (see instructions) _____	20b	
c Other. Describe (see instructions) ► _____	20c	

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	6-1-2028	\$ 3,088,125.80	\$ 2,850,000	4.0334 years	0.7370 %

Part IV Uses of Proceeds of Issue (including underwriters' discount)

	Amount
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 3,088,125.80
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 50,400
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part VI	27 3,037,725.80
28 Proceeds used to refund prior taxable bonds. Complete Parts V and VI	28
29 Add lines 24 through 28	29 3,088,125.80
30 Nonrefunding proceeds (subtract line 29 from line 23, enter amount here, and complete Part V)	30

Part V Description of Property Financed

Caution: Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

31	Type of Property Financed:				Amount
a	Land	31a			
b	Buildings and structures	31b			
c	Equipment with recovery period of more than 5 years	31c			
d	Equipment with recovery period of 5 years or less	31d			
e	Other. Describe (see instructions)	31e			
32	North American Industry Classification System (NAICS) of the projects financed.				
	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a		\$	c		\$
b		\$	d		\$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	4.040 years
34	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
35	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	12 / 22 / 2020
36	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	1 / 9 / 2013

Part VII Miscellaneous

37 Name of governmental unit(s) approving issue (see the instructions) ►
City of Indianola (01/10/11) and voter referendum (03/11/11); No additional approval needed; (Section 147(f)(2)(D) - Current Refunding)

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III) ☒

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ☐

40a Check the box if you have identified a hedge and enter the following information ☐

b Name of hedge provider _____

c Type of hedge ► _____

d Term of hedge ► _____

41 Check the box if the hedge is superintegrated ☐

42a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) ► _____

b Enter the final maturity date of the GIC (MM/DD/YYYY) ► / /

c Enter the name of the GIC provider ► _____

43 Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions) ☒

44 Check the box if the issuer has established written procedures to monitor the requirements of section 148 ☒

45a Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures

b Enter the date the official intent was adopted (MM/DD/YYYY) ► / /

46 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds, and provide name and EIN of the primary private user ☐

Name ►

EIN

Part VIII Volume Caps		Amount
47	Amount of state volume cap allocated to the issuer. Attach copy of state certification	47
48	Amount of issue subject to the unified state volume cap	48
49	Amount of issue not subject to the unified state volume cap or other volume limitations:	49
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	49a
b	Under a carryforward election. Attach a copy of Form 8328 to this return	49b
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ►	49c
d	Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d
50a	Amount of issue of qualified veterans' mortgage bonds	50a
b	Enter the state limit on qualified veterans' mortgage bonds	50b
51a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	51a
b	Name of empowerment zone ►	
52	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification	52

Signature and Consent Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Paid Preparer Use Only	 Signature of issuer's authorized representative		 Date		Ryan Waller, City Manager Type or print name and title	
	Print/Type preparer's name		Preparer's signature		Date	
	J. Eric Boehlert				Check ☐ if self-employed Preparer's PTIN P01077288	
	Firm's name ► Ahlers & Cooney, P.C.		Firm's EIN ► 42-1323559		Firm's address ► 100 Court Avenue, Suite 600, Des Moines, Iowa 50309	
					Phone no. 515-243-7611	

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Indianola, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), of the City of Indianola, State of Iowa, in the amount of \$2,850,000, dated December 22, 2020, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$365,000	3.000%	2021
\$350,000	3.000%	2022
\$365,000	3.000%	2023
\$335,000	3.000%	2024
\$340,000	3.000%	2025
\$355,000	3.000%	2026
\$365,000	3.000%	2027
\$375,000	2.000%	2028

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

D.A. Davidson & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$3,062,475.80, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated _____, 2020, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Fiscal Year 2020/21), according to the last completed State and County tax lists (100% - Before Rollback)	\$ 1,053,914,602
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$ 14,260,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$125,000 (DOT guaranty) \$169,442 (UR Rebates)

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Indianola,
State of Iowa, this 22nd day of December, 2020.

Mayor

City Clerk

City Treasurer

(CITY SEAL)

01795726-1\13538-161

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Indianola, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), of the City dated December 22, 2020, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and six (6) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2020, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2020, at Indianola, Iowa.

City Clerk, City of Indianola, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Pam Pepper

(Original Signature)

Clerk/Treasurer:

Andrew J. Lent

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

Subscribed and sworn to before me by Pam Pepper and Andrew J. Lent on this
_____ day of _____, 2020.

Notary Public in and for Warren County,
Iowa

(SEAL)

01795728-1\13538-161

AUTHENTICATION ORDER

The undersigned City Treasurer of the City of Indianola, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Indianola, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to BOKF, N.A. (the "Registrar") \$2,850,000 aggregate principal amount of Issuer's General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), dated December 22, 2020 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, D.A. Davidson & Co., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2020

(SEAL)

City Treasurer

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into the date hereof between BOKF, N.A. ("Agent" or "Paying Agent") and the City of Indianola, State of Iowa ("Issuer").

1. Definition of Terms. The terms "item", "receipt", "transfer", "turnaround", "process", "business day", and other terms used throughout this Agreement shall be deemed to have the meanings provided in Rules 17Ad-1 and 17Ad-2 of the Regulations promulgated pursuant to the Securities Exchange Act of 1934 and Section 76.10(4) of the Code of Iowa, as amended and in effect from time to time.

2. Note Resolution Incorporated by Reference. Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement and pursuant to the Resolution Authorizing and Providing for the Execution of a Loan Agreement and the Issuance of \$2,850,000 General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), dated December 22, 2020 (the "Obligations"). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. The Resolution defines among other items lost, stolen and mutilated Notes and manner of notice to parties. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. Registrar Function. Agent shall maintain records of the identity of the owners of the Obligations in order to carry out its function as Registrar and upon request of Issuer shall from time to time deliver to Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity Agent is authorized at any time to register for original issue certificates representing the Obligations and not exceeding the total principal amount of the Obligations ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Obligations represented by the certificates so canceled and to redeliver such new certificates.

4. Transfer Agent Function. For the purpose of the original issue of certificates Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may direct.

Agent shall make transfers, from time to time upon the records of Issuer of any outstanding certificates and of certificates issued in exchange therefor signed by the officers of Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Upon request for cancellation of such certificates Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

Agent shall furnish to each owner, at Issuer's expense, one certificate for each annual maturity. Agent shall furnish additional certificates of lesser denomination to an owner who so requests.

Certified specimen signatures of the officers of Issuer and certified specimen certificates in the form duly approved by Issuer shall be lodged with Agent and upon request of Agent the Issuer will deliver to the Agent a sufficient supply of certificates in the form approved.

5. Paying Agent Function. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Obligations as follows:

- a) At least three business days prior to each payment date Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.
- b) One business day before each payment date Agent will pay interest and, upon presentation and surrender of the matured or called Obligations, will pay principal to each registered owner of the Obligations as of the record date by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Obligations or the date fixed for redemption of any Obligations shall be a Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption. Provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Obligation.
- c) When the Agent shall receive notice from Issuer of its option to redeem Obligations prior to maturity, the Agent shall select the Obligations to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Obligations and the Resolution.

6. Form of Records. The records of Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records. Agent's records in connection with the Obligations shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. Agent agrees that its use of the records will be limited to the purposes of this Agreement and that Agent will make no private use or permit any private access thereto.

8. Reliance Upon Certain Certifications and Representations. Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned or executed by any duly authorized person or persons or upon the instruction of any authorized officer of Issuer or upon the advice of Issuer's counsel; and may register any certificate representing the Obligations or may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration. Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered Obligations including without limitation Chapters 76, 384 and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

10. Signature of Officers. In case any of the officers of Issuer whose manual or facsimile signature appear on any certificate, bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date. For purposes of determining the registered owners of the Obligations, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Obligations ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround. Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Delivery of Obligations. Agent will promptly cancel and deliver to Issuer all Obligations or certificates representing the Obligations surrendered to it upon payment of the principal, premium, if any, and interest owing on such Obligations.

14. Payment of Unclaimed Amounts. In the event any payment check representing payment of interest or principal on the Obligations is returned to the Paying Agent or is not presented for payment, or if any Obligation is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Obligations shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Obligations shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Obligations who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Obligations. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Agreement by the Owners of such interest or Obligations of whatever nature shall be made upon the Issuer.

15. No Obligation to Invest. Agent will have no obligation to invest any funds in its possession.

16. Compensation of Agent. The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel. When Agent deems it necessary or reasonable it may apply to bond counsel for the Issuer, or such other law firm or attorney approved by Issuer for instructions or advice.

18. Termination of Agreement. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

19. Examination of Records. Issuer or its duly authorized agents may examine all records relating to the Obligations at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Obligations or any of them.

20. Obligations, Rights and Privileges of Agent. Agent shall have, with regard to the particular functions it performs, the same obligation to the holder or owner of the Obligations and shall have the same rights and privileges as the Issuer has in regard to those functions.

Dated this 22nd day of December, 2020.

CITY OF INDIANOLA,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BOKF, N.A., AGENT

By: _____

ATTEST:

By: _____

(Title)

(Title)

SCHEDULE A

Fee Schedule

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Warren County, State of Iowa, hereby certify that on the _____ day of _____, 2020 there was filed in my office the Resolution of the City Council of the City of Indianola, State of Iowa, adopted on the 7th day of December, 2020, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$2,850,000 of General Obligation Refunding Capital Loan Notes, Series 2020B (Qualified 501(c)(3) Bonds), and levying a tax therefor, dated December 22, 2020.

(COUNTY SEAL)

County Auditor of Warren County, State of
Iowa

01795732-1\13538-161

Meeting Date: 12/07/2020

Subject

Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$2,850,000 general obligation refunding capital loan notes, series 2020B (Qualified 501(c)(3) bonds), and levying a tax to pay said notes; approval of the tax exemption certificate and continuing disclosure statement.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Resolution approving an agreement for DOT/DNR tree funding with the Iowa Department of Transportation.

Information

Roll call is in order.

Fiscal Impact

Attachments

Tree Replanting Memorandum
Resolution Approving Agreement
Agreement
Application and Permit



— Parks and Recreation —

December 1, 2020

To: Honorable Mayor Pepper and City Council

Cc: Ryan Waller, City Manager
Andy Lent, Director of Finance

From: Doug Bylund, Parks and Recreation Director

Subject: Highway 92 West Tree Replanting Agreement with IDOT/DNR

Staff has been working with the Iowa Department of Transportation to develop this reimbursement agreement to replant trees that were removed during the Highway 92 relocation and construction project in 2013. The trees that were removed were originally planted with over 460 trees in the City Limits along the Highways using an Iowa DNR STP Grant in 1996. Staff has collected cost estimates of \$17,612 for the trees and planting.

This agreement will be the same as the agreement that was used for reimbursement for the plantings that were made in the medians along North Highway 65/69. The City will be required to issue an RFP for the trees and the planting, perform the work during the early spring of 2021 and then the IDOT will reimburse for the total cost of the trees and planting following the completion of the work. City Staff will then provide care as is done with new trees for several years including weekly watering during the growing season.

Attached is the proposed agreement along with the approved planting permit from the IDOT and a map showing the proposed areas and species of the 21 trees.

I recommend approval of the Agreement for DOT/DNR Tree Funding with the Iowa Department of Transportation.



City of Indianola
RESOLUTION NO. 2020-_____

**RESOLUION APPROVING AN AGREEMENT FOR DOT/DNR TREE FUNDING
WITH THE IOWA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City Council of the City of Indianola, Iowa, is in need of planting of 21 trees along West Highway 92

WHEREAS, the Park and Recreation Department will solicit RFP's for the planting of the trees for planting in spring 2021

WHEREAS, it is the determination of the City Council that the City should enter into an Agreement for DOT/DNR Tree Funding with the Iowa Department of Transportation 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 Agreement for DOT/DNR Tree Funding is hereby approved in the amount of \$17,612.
2. Doug Bylund, Director of Parks and Recreation is authorized and directed to execute the Agreement for Funding 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 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR DOT/DNR TREE FUNDING

SPONSOR: City of Indianola
COUNTY: Warren

PROJECT NO.: N/A

AGREEMENT NO.: 2021-TPP-001

This is an agreement between the City of Indianola (hereinafter referred to as Sponsor) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Sponsor submitted an application to the DOT for funding through the Iowa Department of Transportation/ Department of Natural Resources Planting Program established by DOT Policy Number 610.15, and the application has been approved by the DOT.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Sponsor to aid in the development of a project within the City of Indianola along IA 92 as shown in the attached permit.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. If portions of the project are let to bid, the Sponsor shall use positive efforts to solicit bids from and to utilize targeted small business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B, which is attached hereto and by this reference incorporated into this agreement.
2. All notices required under this agreement shall be made in writing to the DOT and the Sponsor's contact person. The DOT's point of contact shall be the Staff Office located in Chariton, Iowa. The Sponsor's contact person shall be ___Doug Bylund, Director of Parks and Recreation_____.
3. The Sponsor shall be responsible for the development and completion of the project described in the Sponsorship of Highway Plantings Permit (Form No. 610005) which was issued in accordance with DOT Policy and Procedure Manual 610.14, and which is included herein as Exhibit A.
4. Eligible project costs for the project described in the Sponsorship of Highway Plantings Permit (Form No. 610006), (Exhibit A), which are incurred after the effective date of this agreement, shall be paid as listed below:

DOT/DNR Funds (Grant)	\$17,612.00
-----------------------	-------------

5. The Sponsor shall conduct the project development and implementation in compliance with applicable laws, ordinances, administrative rules, this agreement, and the conditions set out in the Sponsorship of Highway Plantings Permit (Form No. 610005).

If portions of the project are let to bid, the Sponsor shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. The Sponsor shall provide the DOT file copies of project letting documents within five (5) days after letting.

6. Project activities or costs eligible for funding includes only the purchase and installation of seed or plant materials, including mulch, wrapping, staking, and guying and initial watering.
7. Activities or costs ineligible for funding include but are not limited to design, inspection and maintenance of the project.
8. The Sponsor shall initiate project activities in a timely manner. The proposed project completion date is __June 30, 2020____. If construction of the project has not been completed by this date, this agreement shall be considered to be in default. The Sponsor may request the approval of the DOT to revise the completion date. The request must be in writing and be submitted thirty (30) days prior to the completion date as shown above.
9. The Sponsor shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
10. The Sponsor may submit to the DOT, periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by the Sponsor's contact person that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement.
11. The DOT shall reimburse the Sponsor for properly documented and certified claims for eligible project activity costs, either by state warrant, or by crediting other accounts from which payment may have been initially made.
12. Upon completion of the project described in this agreement, the Sponsor's contact person shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of funds shall be made only after the DOT accepts the project as complete.

13. The Sponsor hereby agrees to maintain the plantings for the life of the plantings and, if plantings die, to either replace them or remove the dead material and restore the area. Maintenance activities shall include (but are not necessarily limited to) watering, weeding, staking, guying, insect control, etc. The Sponsor shall not use pesticides to prepare or maintain the planting area.

If the Sponsor fails to maintain the plantings, the DOT reserves the right to remove or to require to be removed, any or all plantings and to restore the area or require the area to be restored.

14. If the Sponsor fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Sponsor by certified mail return receipt requested, to declare this agreement in default. The Sponsor shall have thirty (30) days from date of mailing of notice to cure the default. If the Sponsor cures the default, the Sponsor shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Sponsor's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
15. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement through charges against the Sponsor's road use tax funds.
16. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Sponsor agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
17. The Sponsor agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of plant materials, or inspection of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
18. The Sponsor shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sponsor receives state funds from the DOT.

19. If portions of the project are let to competitive bid, the Sponsor shall use positive efforts to solicit bids from and to utilize minority, women and/or disadvantaged business enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference is incorporated into this agreement.
20. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
21. This agreement is not assignable without the prior written consent of the DOT.
22. It is the intent of both parties that no third party beneficiaries be created by this agreement.
23. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
24. This agreement as set forth in paragraphs 1 through 24 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Sponsor concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and the Sponsor.

IN WITNESS WHEREOF, each of the parties hereto has executed
Agreement No. 2021-TPP-001 as of the date shown opposite its signature below.

City of Indianola:

By: _____ Date _____, 20____
Title: _____

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the City was
duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by
the City, on the _____ day of _____, 20_____.

Signed _____
Date _____, 20____
City Clerk of Indianola, Iowa

Iowa Department of Transportation

By: _____
Date _____, 20____
Seana K. Godbold, LA
Chief Landscape Architect



Iowa Department of Transportation

APPLICATION AND PERMIT TO SPONSOR
HIGHWAY PLANTING

Date July 16, 2020

Highway Number State Hwy 92

County Warren

APPLICANT:

City of Indianola Parks and Recreation

2204 W. 2nd Avenue, Indianola, IA 50125

Mailing Address (Street, P.O. Box, City, State, Zip Code)

The proposed work is located in Sec. 26 Twp. 76 Rge. 24 on Highway 92, located
0 (miles) in city limits (direction) from

(place, town, etc.) and further located on the north (side), from station 420+11 station 433+08
milepost 129.04 to milepost 129.28

The planting will be done in accordance with the approved plans and the Roadside Planting Sponsorship Criteria, dated August, 2003. This planting will consist of the following materials and as shown on the attached sketch.

Replacement of 21 trees removed during highway construction.

AGREEMENTS:

The applicant agrees that the following stipulations shall apply:

1. This permit shall be approved prior to beginning any operations.
2. The applicant shall indemnify and save harmless the State of Iowa, its agencies and employees, from any and all causes of actions, suits at law or inequity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the applicant's use or occupancy of the public highway right-of-way.
3. The applicant agrees to give the Department forty-eight hours notice of intention to begin work within the right-of-way. Notification shall be given to:

Mike Frank

Authorized Highway District Representative

428 43rd St. SW, Mason City, IA 50401

Address

641-422-9476

Telephone Number

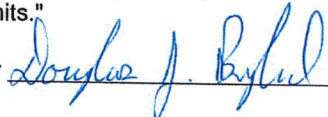
4. Access to the work site on primary highways will, where possible, be obtained from private property or other roadways and not from the mainline or shoulders of the primary highway.

5. Access to the work site on controlled access facilities shall only be made from sideroads at grade separations and interchanges or from temporary breaks in the access control fence by the adjacent property owner or through an agreement with the adjacent property owner. No access will be allowed from the mainline or ramps.
6. The applicant shall carry on the work as required and authorized by this agreement with serious regard for the safety of the traveling public, adjacent property owners and volunteers or employees of the applicant. Traffic control, when deemed necessary by the Department, shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways.
7. All work performed in the right-of-way shall be restricted to a time frame of 30 minutes after sunrise to 30 minutes before sunset.
8. Work shall be performed in a satisfactory, safe and professional manner in accordance with the Department's Roadside Planting Sponsorship Guidelines and good construction practices.
9. Applicant(s) will provide adult supervision at the work site when volunteers or employees are 15 years of age or younger.
10. The Department reserves the right to terminate this agreement when, in the sole judgement of the Department, it is found that the applicant has not met its terms and conditions.
11. Applicant agrees to maintain the planting until permanently. 2 Years Minimum N/A (Year)

APPLICANT City of Indianola By  Signature
 Address 110 N. 1st Street, Indianola, IA 50125 Date 7-16-2020
 Telephone (515) 961-9420 (Days) (515) 249-7231 (Evenings)

APPROVAL OF CITY *(if proposed work is within an incorporated town or city, the city, the Council or other governing authority of the town or city must grant approval of this request prior to submission to the Department.)*

"The undersigned city or town hereby approves the above application to sponsor highway planting within its corporate limits."

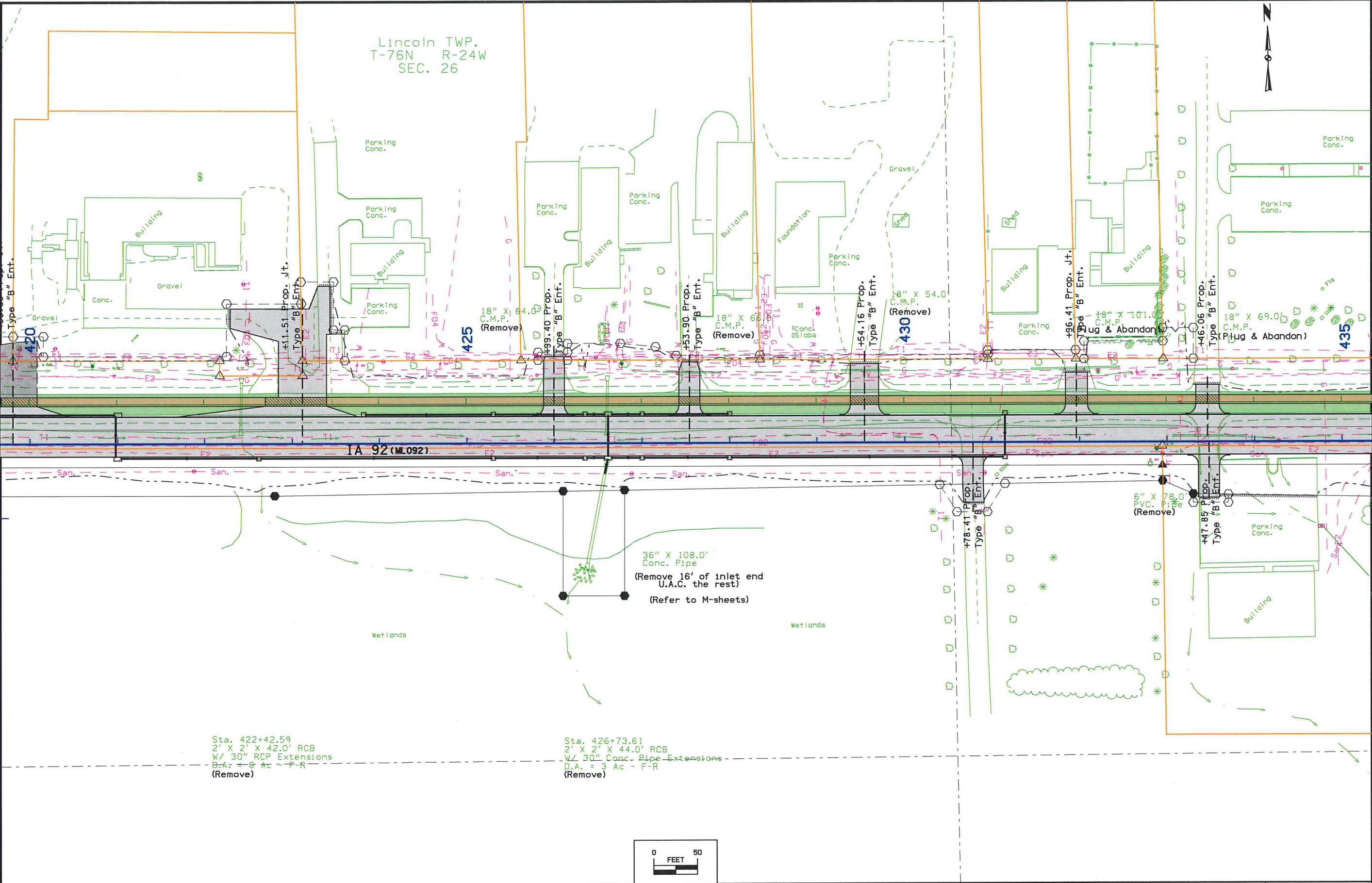
By  (Title) Parks + Recreation Director Date 7/16/2020

DEPARTMENT OF TRANSPORTATION APPROVAL

☒ Reviewed by Roadside Development Section, Office of Design **Seana Godbold**

Approved  Authorized Highway District Representative Date 08/04/2020





FILE NO.	ENGLISH	DESIGN TEAM	J1a\Holst\Bennett	WARREN COUNTY	PROJECT NUMBER	NHSX-092-5(51)--3H-91	SHEET NUMBER	D.24
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10:13:17 AM 8/15/2014 jholst pw:\projectwise.dot.int.lan:PWMain\Documents\Projects\9109201004\Design\91092051D02.sht

Meeting Date: 12/07/2020

Subject

Resolution approving Title VI assurances and agreement.

Information

Roll call is in order.

Fiscal Impact

Attachments

Title VI Assurances

Non-Discrimination Agreement

Resolution Adopting Documents

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The CITY of Indianola, IA (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The CITY of Indianola, IA _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, CITY of Indianola, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

CITY of Indianola, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

CITY of Indianola, IA

(Name of Recipient)

by

(Signature of Authorized Official)

DATED

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the CITY of Indianola, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY of Indianola, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CITY of Indianola, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the CITY of Indianola, IA, its successors and assigns.

The CITY of Indianola, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY of Indianola, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY of Indianola, IA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY of Indianola, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the CITY of Indianola, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the CITY of Indianola, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by CITY of Indianola, IA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY of Indianola, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, CITY of Indianola, IA will there upon revert to and vest in and become the absolute property of CITY of Indianola, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of Indianola, Iowa**

Agency Information

Name and title of administrative head:

Name: Ryan Waller Title: City Manager

Address: 110 N 1st Street

City: Indianola State: IA ZIP Code: 50125 County: Warren

Phone/FAX: 515-961-9410 Email: rwaller@indianolaiowa.gov

Name and title of designated Title VI coordinator:

Name: Andrew J. Lent Title: City Clerk/CFO

Address: 110 N 1st Street

City: Indianola State: IA ZIP Code: 50125 County: Warren

Phone/FAX: 515-961-9410 Email: alent@indianolaiowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, The City of Indianola, Iowa has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
 - a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
 - a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
 - a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Signature

Printed Name and Title

Date

Signature

Ryan Waller, City Manager

Printed Name and Title

7 December 2020

Date

Title VI Non-discrimination Policy Statement

The City of Indianola, Iowa, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's City Clerk/CFO, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Ryan J. Waller, City Manager

Printed Name and Title

Date

City of Indianola
RESOLUTION NO 2020-

**RESOLUTION ADOPTING DOCUMENTS PERTAINING TO THE CITY OF INDIANOLA'S
COMPLIANCE WITH TITLE VI PROVISIONS OF THE CIVIL RIGHTS ACT OF 1964**

WHEREAS, the City of Indianola has been a recipient of federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, in receiving such financial assistance the City of Indianola is mandated to comply with the provisions of Title VI of the Civil Rights Act of 1964; and

WHEREAS, the Iowa Department of Transportation has directed the City of Indianola to adopt certain documents and put certain programs into place in order to comply with Title VI of the Civil Rights Act of 1964; and

WHEREAS, in order to continue receiving federal financial assistance from the U.S. Department of Transportation the adoption of certain documents and establishment of certain programs is necessary.

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

1. The City Clerk/CFO is hereby designated as the Title VI Coordinator for the City of Indianola.
2. The *Title VI Non-Discrimination Agreement between the Iowa Department of Transportation and the City of Indianola* is hereby adopted and that the City Manager and Title VI Coordinator are authorized to sign said Agreement where required.
3. The *Standard DOT Title VI Assurances* are hereby adopted and that the City Manager is authorized to sign said document where required.
4. The Title VI Coordinator is authorized to take any other actions necessary and/or recommended by the Iowa Department of Transportation, U.S. Department of Transportation, or other designated authority to comply with the provisions of Title VI of the Civil Rights Act of 1964.

Adopted this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Effective 12/07/2020

Meeting Date: 12/07/2020

Subject

Resolution approving a Professional Services Agreement with Jetco to perform Lift Station upgrades in the amount of \$48,819.

Information

Roll call is in order.

Fiscal Impact

Attachments

Lift Station Memorandum
Resolution Approving Agreement
Professional Services Agreement



— WATER RESOURCE RECOVERY FACILITY —

To: Honorable Mayor and City Council

CC: Ryan J. Waller, City Manager

From: Rick Graves, WRRF Superintendent

Date: December 7, 2020

Re: Wesley Lift Station – N65/69 Lift Station – Morlock Lift Station

For the FY21 CIP budget, I have \$50,000 budgeted for the Wesley Lift Station Controls Upgrade. Besides the upgrades to Wesley, the budgeted amount will cover upgrades to N65/69 and Morlock lift stations. The current controls are outdated, and parts are hard to find.

Without these upgrades, the lift stations would not be able to communicate with the new wastewater plant when it comes online. The other lift stations have been upgraded already except for the South Plant lift station which is scheduled to be completed this fiscal year.

Initially, I had solicited quotes from 4 different contractor/suppliers. There were significant differences in the scope of supply. With the assistance of HR Green, we were able to send a formal Request for Proposals (RFPs) to each contractor/supplier to assure the correct components were bid in this project to make the transition from the current SCADA system to the new one seamlessly.

Of the four contractors only one of them submitted a bid:

- | | |
|---------------------|-------------|
| • Jetco | \$48,819.00 |
| • Electric Pump | No Bid |
| • H.O.A. | No Bid |
| • Automatic Systems | No Bid |

I recommend hiring Jetco from Altoona to perform the upgrades to the three lift stations.

The necessary documents are attached:

- RFP
- Quote
- Professional Service Agreement
- Proof of Insurance



— WATER RESOURCE RECOVERY FACILITY —

August 27, 2020

Subject: City of Indianola Highway 65/69, Wesley and Morlock Lift Stations Modifications

Dear Systems Integrator:

We are requesting a proposal on behalf of the City of Indianola for modifications/upgrades for the three referenced lift stations as detailed below.

EXISTING SYSTEM

Highway 65/69 Lift Station: Currently the Highway 65/69 lift station is controlled by an Allen Bradley SLC PLC with PanelView operator interface. The PLC controls the lift station locally and communicates back to the Wastewater Treatment Plant via a serial to fiber convertor by H&L. At the Wastewater Treatment Plant an Allen Bradley PLC communicates with the lift station using an H&L serial to fiber convertor. This PLC is also interfaced with the Wonderware Intouch SCADA System for monitoring, alarming, and reporting of lift station data.

Wesley Lift Station: Currently the Wesley lift station is controlled by hardwired floats and is monitored via a cellular monitoring unit. At this time, the station does not communicate with the Wastewater Treatment Plant or the Wonderware SCADA system.

Morlock Lift Station: Currently the Morlock lift station wet well is controlled by an outdated ultra-sonic level transmitter and two floats.

PROPOSED SYSTEM

Highway 65/69 Lift Station: The lift station PLC will be upgraded to an Allen Bradley MicroLogix 1400 with the current PanelView being replaced with a PanelView Plus 7 1000 operator interface.

Wesley Lift Station: The current control panel will be replaced with the panel from the existing Quail Meadows Lift Station after being retrofitted for the Wesley location. The lift station PLC will be upgraded to an Allen Bradley MicroLogix 1400 with the current PanelView being replaced with a PanelView Plus 7 1000 operator interface. The lift station will communicate with the WWTP/SCADA via fiber.

Morlock Lift Station: This upgrade will include a Vega Level Sensor, same one used at the other lift stations, and two new floats hardwired to the control panel.

65/69 LIFT STATION WORK ITEMS

1. Remove existing AB SLC PLC and I/O modules and salvage to Owner.
2. Remove existing PanelView and salvage to Owner.



— WATER RESOURCE RECOVERY FACILITY —

3. Provide and install AB MicroLogix PLC with necessary I/O and memory module.
4. Provide and install AB PanelView Plus 7 1000 Operator Interface with Ethernet communication.
5. Provide and install Ethernet Switch – Ntron 105TX, or equal.
6. Provide, and install as required, miscellaneous panel components – terminals, fuses, breakers, wire, communication cables, etc.
7. Provide all necessary PLC, PanelView, and SCADA system programming for operation, alarming, and monitoring of lift station.
8. Provide H&L converter, configuration as required.
9. Provide a submittal, including BOM, with manufacturer part numbers and drawings. Update after installation.
10. Update panel wiring diagrams.
11. Provide all installation, materials, and labor.

WESLEY LIFT STATION WORK ITEMS

1. Remove control panel from existing Quail Meadows Lift Station.
2. Remove submersible level transmitter from existing Quail Meadows for installation at Wesley.
3. Modification to existing Quail Meadows control panel for installation at Wesley location.
 - a. Remove existing AB SLC PLC and I/O modules and salvage to Owner.
 - b. Remove existing PanelView and salvage to Owner.
 - c. Remove existing cellular monitoring equipment and salvage to Owner.
 - d. Provide and install AB MicroLogix PLC with necessary I/O and memory module.
 - e. Provide and install AB PanelView Plus 7 1000 Operator Interface with Ethernet communication.
 - f. Provide and install Ethernet Switch – Ntron 105TX, or equal.
 - g. Provide 2-float back-up control using existing floats.
 - h. Provide, and install as required, miscellaneous panel components – terminals, fuses, breakers, wire, communication cables, etc.
 - i. Provide all necessary PLC, PanelView, and SCADA system programming for operation, alarming, and monitoring of lift station. Functionality to be similar to McCord and Plainview Lift Stations.
 - j. Provide mounting of H&L converter supplied by Owner.
 - k. Provide H&L converter configuration as required.
 - l. Fiber Optic connection and patch panel will be by Owner.
 - m. Modify pump breakers, starters, and start/run capacitors as necessary for pumps at Wesley.
 - n. Provide a submittal, including BOM, with manufacturer part numbers and drawings. Update after installation.
 - o. Update panel wiring diagrams.



— WATER RESOURCE RECOVERY FACILITY —

4. Remove existing control panel and transfer switch.
5. Supply and rough in conduit to intersect existing conduit as required.
6. Provide 4" thick concrete pad for mounting of relocated (modified) control panel.
7. Supply and rough in conduit for future flow meter.
8. Install modified control panel.
9. Re-install existing transfer switch. Mount on the back side of the modified control panel.
10. Install submersible level transmitter listed in Item 2.
11. Provide necessary grounding per NEC.
12. Provide new wiring and transfer existing wiring as necessary.
13. Provide all installation, materials, and labor.

MORLOCK LIFT STATION WORK ITEMS

1. Provide (1) Vega Radar Level Sensor and mounting bracket
2. Provide (2) 5" Diameter Stainless Steel Float Switches
3. Provide a Float Anchor Suspension Kit
4. Provide Stainless Steel Wet Well Junction Box
5. Provide new wiring and transfer existing wiring as necessary
6. Provide all installation, materials, and labor
7. Provide all necessary PLC, PanelView, and SCADA system programming for operation, alarming, and monitoring of lift station.
8. Provide panel modifications for 2 float hardwired back-up control as required
9. Provide a submittal, including BOM, with manufacturer part numbers and drawings. Update after installation.
10. Update panel wiring diagrams.

GENERAL

1. The work shall be constructed in accordance with the Statewide Urban Design and Standard Specification (aka. Iowa SUDAS specifications) most recent edition. The Bidder further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required herein and indicated by Bidder in Proposal after its acceptance by the Jurisdiction. Bidder is to commence and complete the work in accordance with the proposal completion provisions. If Bidder cannot perform the work within these completion provisions, Bidder should not submit a proposal for this work.
2. Site visit required to both sites prior to submitting proposal. Please coordinate a site visit with Rick Graves, Wastewater Superintendent at (515) 962-5284.
3. Sales Tax. The bidder shall not include sales tax in the bid pursuant to Iowa Code. A sales tax exemption certificate will be available for all material purchased for incorporation in the project.
4. Certificates of Insurance. Contractor shall provide insurance certifications including the Engineer as additional insured. These shall be submitted after proposals have been reviewed and indication to the Contractor has been provided.



— WATER RESOURCE RECOVERY FACILITY —

5. Performance, Payment and Maintenance Bond. Duration of one (1) year and as required by SUDAS.
6. Warranty. For all items provided, a full warranty against defects in materials and workmanship for one year from date of startup, including all parts, labor, and expenses. See 5.
7. Project Completion. Contractor shall provide start date and completion date. Final Completion (including startup) shall be by May 1, 2021. Contractor to pay liquidated damages in the amount of \$200/ calendar day.
8. Provide electronic copies of all PLC's and Operator Interface programs/configurations upon completion of start-up.

Provide a detailed proposal based on this RFP with lump sum price and anticipated schedule. Please contact Rick Graves at (515) 962-5284 with any comments or questions you may have.

Proposals to be submitted electronically to Rick Graves (rgraves@indianolaiowa.gov) by September 15, 2020 end of business day for review.

Rick Graves
WRRF Supt.
City of Indianola





208 1ST Ave. S.
Altoona, IA 50009
Ph. 515.967.5874
Fax 515.967.4110
www.jetcoelectric.com

Wednesday, December 2, 2020

Quote #: 5875C rev5

To: Indianola, IA WPCF

Re: Various Modifications at the following locations

Highway 65/69 Lift Station

Wesley Lift Station

Morlock Lift Station

Attn: Rick Graves

Per 8/27/2020 RFQ, 9/25/2020 & 11/9/2020 emails Jetco is pleased to provide a proposal for the following equipment and services.

ITEM A: WESLEY LIFT STATION WORK ITEMS

1. The control panel and submersible level transmitter from existing Quail Meadows Lift Station for installation at Wesley can be picked up at the City's wastewater plant on Hoover St. These will be available once the new Quail Meadows 3 lift station is in operation.
2. Modification to existing Quail Meadows control panel for installation at Wesley location.
 - a. Remove existing AB SLC PLC and I/O modules and salvage to Owner.
 - b. Remove existing PanelView and salvage to Owner.
 - c. Remove existing cellular monitoring equipment and salvage to Owner.
 - d. Provide and install AB MicroLogix PLC with necessary I/O and memory module.
 - e. Provide and install AB PanelView Plus 7 1000 Operator Interface with Ethernet communication.
 - f. Provide and install Ethernet Switch – Ntron 105TX, or equal.
 - g. Provide 2-float back-up control using existing floats.
 - h. Provide, and install as required, miscellaneous panel components – terminals, fuses, breakers, wire, communication cables, etc.
 - i. Provide all necessary PLC, PanelView, and SCADA system programming for operation, alarming, and monitoring of lift station. Functionality to be similar to McCord and Plainview Lift Stations.
 - j. Provide mounting of H&L converter supplied by Owner.
 - k. Provide H&L converter configuration as required.
 - l. Fiber Optic connection and patch panel will be by Owner.
 - m. Modify pump breakers, starters, and start/run capacitors as necessary for pumps at Wesley.
 - n. Provide a submittal, including BOM, with manufacturer part numbers and drawings. Update after installation.
 - o. Update panel wiring diagrams.
3. Remove existing control panel and transfer switch.
4. Supply and rough in conduit to intersect existing conduit as required.
5. Provide 4" thick concrete pad for mounting of relocated (modified) control panel.

6. Supply and rough in conduit for future flow meter.
7. Install modified control panel.
8. Re-install existing transfer switch. Mount on the back side of the modified control panel.
9. Install submersible level transmitter listed in Item 1.
10. Provide necessary grounding per NEC.
11. Provide new wiring and transfer existing wiring as necessary.
12. Provide all installation, materials, and labor.

ITEM B: 65/69 LIFT STATION WORK ITEMS

1. Remove existing AB SLC PLC and I/O modules and salvage to Owner.
2. Remove existing PanelView and salvage to Owner.
3. Provide and install AB MicroLogix PLC with necessary I/O and memory module.
4. Provide and install AB PanelView Plus 7 1000 Operator Interface with Ethernet communication.
5. Provide and install Ethernet Switch – Ntron 105TX, or equal.
6. Provide, and install as required, miscellaneous panel components – terminals, fuses, breakers, wire, communication cables, etc.
7. Provide all necessary PLC, PanelView, and SCADA system programming for operation, alarming, and monitoring of lift station.
8. Provide H&L converter, configuration as required.
9. Provide a submittal, including BOM, with manufacturer part numbers and drawings. Update after installation.
10. Update panel wiring diagrams.
11. Provide all installation, materials, and labor.

ITEM C: MORLOCK LIFT STATION MODIFICATIONS

Equipment provided by Jetco:

- (1) Vega Radar Level Sensor and mounting bracket
- (2) 5" Diameter Stainless Steel Float Switches
- (1) Float Anchor Suspension Kit
- (1) Float Back-up Active Indicating light and Reset Pushbutton
- (lot) Timers and relays required for proper staging of pumps
- (1) Stainless Steel Wet Well Junction Box and 18" uni-strut mounting rack to meet Class 1 Div 1 and National Electrical Code requirements.
- (lot) Conduit and wire to install new intrinsically safe circuits to wet well junction box and core drill all necessary holes into top of wet well.
- (lot) Conduit and wire to each VFD for hard-wired float back-up control.

Services:

- Complete System Design, Submittals, and modifications to O&M Manuals
- Complete System Programming to provide float back-up control and information to SCADA System.
- Complete On-Site System Start-up, Installation and Operator Training.



Item D: 1-year Performance, Payment and Maintenance Bond to cover all Items A, B & C

✓ Item A: Wesley Lift Station Work: \$ 21,100.00
✓ Item B: 65/69 Lift Station Work: \$ 10,510.00
✓ Item C: Morlock Lift Station Work: \$ 15,970.00
✓ Item D: 1-year Performance, Payment and Maintenance Bond to cover
all Items A, B & C: \$ 1,239.00

Total Price: \$ \$48,819.00

For order Acceptance please check approved items, write in total amount, sign and return to Jetco via email or fax.

Accept by (Print): _____ Date: _____

Signature: _____ Title: _____

Price does not include:

- Any temporary pumping equipment or operation
- Any installation of fiber optic communications loop to Wesley site.
- New floats, level transmitters or other instrumentation unless specifically listed above.
- State or local sale tax.

Sincerely,

A handwritten signature in black ink, appearing to read 'John M. Whitacre'.

John M. Whitacre
President

City of Indianola
RESOLUTION NO 2020-

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JETCO TO PERFORM LIFT
STATION UPGRADES**

WHEREAS, Lift Station controls need upgraded in order to communicate with the new Water Resource Recovery Facility; and

WHEREAS, updating controls at the Wesley, Morlock and N65/69 Lift Stations are included in the Fiscal Year 21 CIP Budget with a budgeted amount of \$50,000; and

WHEREAS, Jetco has submitted a Professional Services Agreement for the Lift Station upgrades; and

WHEREAS, it is the determination of the City Council that the City should enter into the attached Professional Services Agreement with Jetco.

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

1. The Professional Services Agreement with Jetco in an amount of \$48,819 for the upgrades is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Professional Services Agreement on behalf of the City.

Approved this 7th day of December 2020.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 7th day of November 2020, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **JETCO ELECTRIC** of **ALTOONA** hereinafter referred to as "SERVICE PROVIDER" for the **WESLEY, N 65/69 AND MORLOCK LIFT STATION UPGRADES** at a cost of **\$48,819.00**.

WHEREAS, the CITY is in need of a **LIFT STATION UPGRADES AT THREE STATIONS** hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

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

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

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

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

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

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

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

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

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

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

"CITY":

CITY OF INDIANOLA

By: _____
Mayor

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

"SERVICE PROVIDER":

By: 

Name: __John M Whitacre__

Title: __President__



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2020

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

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

PRODUCER Krist Insurance Group of Iowa LLC 1055 Jordan Creek Parkway Suite 218 West Des Moines IA 50266		CONTACT NAME: PHONE (A/C, No, Ext): 515-270-0909 FAX (A/C, No): 515-270-9296 E-MAIL ADDRESS: kristinsurance@kristinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Selective Ins Co of America INSURER B : SFM Mutual Insurance Company INSURER C : Selective Insurance of SouthEa INSURER D : INSURER E : INSURER F :	NAIC # 12572 39926
INSURED Jetco Inc. RIJE Properties, LLC 208 1st Ave S Altoona IA 50009		JETCINC-01	

COVERAGES

CERTIFICATE NUMBER: 1735718213

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y	S 1743070	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 1743070	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			S 1743070	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	76448.104	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Inland Marine			S 1743070	7/1/2020	7/1/2021	Leased/Rented 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation applies in favor of the certificate holder as per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Indianola 110 N 1st St Indianola IA 50125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSURED

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

- (1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- (2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and

- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

- (v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I — COVERAGES; COVERAGE A**, exclusion e.) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

SFM Mutual Insurance Company
Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **07/01/2019** at 12:01 A.M. standard time, forms a part of Policy **076448.104** issued to **Jetco Inc.**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

This waiver of subrogation endorsement applies to the state of Iowa

Blanket Waiver: The named insured agrees to waive all rights of subrogation against entities that have contractual requirements for such.

Meeting Date: 12/07/2020

Subject

Resolution approving an amendment to the City's existing Dangerous and Dilapidated Program.

Information

Roll call is in order.

Fiscal Impact

Attachments

Policy Memorandum

Policy

Resolution Approving Policy



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: November 24, 2020
Re: Resolution approving an amendment to the City Council Dangerous and Dilapidated Program Policy

On August 27, 2020, the City Council Administration and Policy Committee directed staff to review the Dangerous and Dilapidated Program Policy after staff requested that the City start exploring the use of *Iowa Code* Section 657A.10A, which allows cities to petition the Court for title to abandoned properties. This request was done, in part, because of the expenses the City was incurring in abating code issues on abandoned properties. On November 10, 2020, the City Council Administration and Policy Committee reviewed recommended changes by staff and asked staff to present them to the full Council.

The proposed revisions are attached to this agenda item, with new language shown underlined, and deleted language shown struck out. The changes include renaming the policy to the Real Property Improvement Fund Policy, and clarifying that the funds shall only be used for properties that contain an abandoned or unsafe building in accordance with Chapter 163 of Code of Ordinances of Indianola, Iowa, as amended, or a property that has been deemed a nuisance. The proposed policy continues to allow for the City to negotiate and purchase said properties at the direction of Council. The proposed policy allows Council to direct the City Attorney to petition the court to title of an abandoned property. If successful, the City would be required to immediately market the property for sale and recoup all costs to the City within 10 years of the sale. Finally, the proposed policy allows a property owner to request funds to assist in the in the abatement of property, if said property has been determined to be abandoned, dangerous or a nuisance. Funds given to assist would need to be repaid within 5 years.

I will attend the December 7th Council meeting if you have any questions.

Real Property Improvement Fund Policy

The Real Property Improvement Fund Policy is created to assist in the abatement of nuisance and blighted properties within the City and shall be used only for properties that contain an abandoned or unsafe building in accordance with Chapter 163 of Code of Ordinances of Indianola, Iowa, as amended, or a property which has been deemed a nuisance.

Purchase of Property

At the direction of the City Council, the Community Development Director with cooperation of the City Attorney shall be responsible for negotiating and purchasing said properties. All properties purchased shall be vacant, and all purchases shall be voluntary. All purchase agreements shall be approved by City Council. Properties shall be purchased for a price at or below the Warren County Assessor's valuation, however, special circumstances may be considered to allow a higher sale price. Properties purchased shall be marketed for sale immediately after closing. All purchases of property from the City shall include a development agreement outlining a minimum of ten years net (total city fees incurred plus improvements minus re-sale) return on investment (increased value over existing) when considering city, county and school tax revenue. Exception: If the property is used for "affordable" housing, the reasonable return on investment may extend to 15 years or waived completely.

Petition of Title to Property

If determined necessary by the Community Development Director, the City Council may direct the City Attorney to petition the court for title to a property in accordance with Section 657A.10A of the *Iowa Code*, as amended. If title is acquired, properties shall be immediately marketed for sale. All purchases of property from the City shall include a development agreement outlining a minimum of five years net (total city fees incurred plus improvements minus re-sale) return on investment (increased value over existing) when considering city, county and school tax revenue. Exception: If the property is used for "affordable" housing, the reasonable return on investment may extend to 10 years or waived completely.

Assistance Funds

Upon request by the owner of property, funds may be given to a property owner to assist in the in the abatement of property. Funding request shall be made to the City Council and shall include three (3) quotes for abatement, as well as the assistance amount requested. If approved, an agreement shall be executed outlining a repayment plan of all assistance funds within 5 years, a minimum of five years return on investment (increased value over existing) when considering city, county and school tax revenue, or a combination of both.

Dangerous & Dilapidated Program

The D&D Committee shall establish a priority list (using the criteria below) designating properties for potential acquisition. Highways shall be the first priority.

The Community Development Director with cooperation of the City Attorney shall be responsible for negotiating and purchasing said properties.

All purchase agreements shall be approved by City Council.

CRITERIA

~~All properties purchased shall be vacant.~~

~~All purchases shall be voluntary and condemnation shall not be used.~~

~~Properties shall be purchased for a price at or below the Warren County Assessor's valuation. Special circumstances may be considered to allow a higher price.~~

~~Properties purchased should have a reasonable (ten years or less) net (purchase plus improvements minus re-sale) return on investment (increased value over existing) when considering city, county and school tax revenue. Exception: If the property is used for "affordable" housing, the reasonable return on investment may extend to 15 years or waived completely.~~

Adopted by City Council on July 18, 2000; amended August 21, 2008; amended December 7, 2020.

City of Indianola
RESOLUTION NO. 2020-_____

**A RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL DANGEROUS AND DILAPIDATED
PROGRAM POLICY**

WHEREAS, the City of Indianola Council Policy is amended over time; and

WHEREAS, on August 27, 2020, the City Council Administration and Policy Committee directed staff to review the Dangerous and Dilapidated Program Policy; and

WHEREAS, on November 10, 2020, the City Council Administration and Policy Committee reviewed recommended changes by staff to the Dangerous and Dilapidated Program Policy and asked staff to present them to the full Council; and

WHEREAS, the policy regarding the Dangerous and Dilapidated Program needs to be amended.

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

1. The proposed amendments to the City Council Dangerous and Dilapidated Program Policy is approved.
2. Such approval renames the policy to the Real Property Improvement Fund Policy.

DATED this 7th day of December 2020.

Pam Pepper, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK

Meeting Date: 12/07/2020

Subject

Discussion and direction on storm sewer repair in the downtown Square.

Information

Fiscal Impact

Attachments

Storm Sewer Memorandum

Square Storm Sewer



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: December 2, 2020
Re: Discussion and Direction on Storm Sewer Repair in the Downtown Square.

Last May, the City was notified by the contractor on the Warren County Justice Center that their construction site had experienced a substantial amount of standing water due to a backup. Shortly thereafter, Water Pollution Control staff televised the storm sewer line underneath Buxton that connects to the new storm sewer around the Justice Center that was put in during the summer of 2019. While televising, it was noted the pipe was full of dirt a few feet past where the pipes that were put in last summer connect with the existing system. Upon further review, it was noted that a section of old clay pipe had completely failed causing a void in the pipe, and the stormwater was not draining as designed.

Initially, this void was thought to be on the County's property and the responsibility of the County to fix. However, as we have continued with the engineering of the Streetscape project, it was realized that the only documentation of property lines in this area comes from a plat that was done in the mid 1800's, and the exact locations of the property lines are difficult to impossible to determine. As there is uncertainty in the actual property line locations, as well as uncertainty of who the responsible party is on this fix, the County has asked that the City split the cost of repair on this pipe. It should be noted that the proposed fix is a temporary fix to make sure the pipe gets through the winter and spring, and a new stormwater system is proposed with the Streetscape project.

As the extent of the fix cannot be fully determined until this pipe is unearthed, the County currently has a quote for the proposed fix which is \$20,000. If additional fixes need to take place once the pipe is unearthed, there could be an additional up to \$10,000 in costs. The County has requested that the City share the cost of this fix to an amount not to exceed \$15,000.

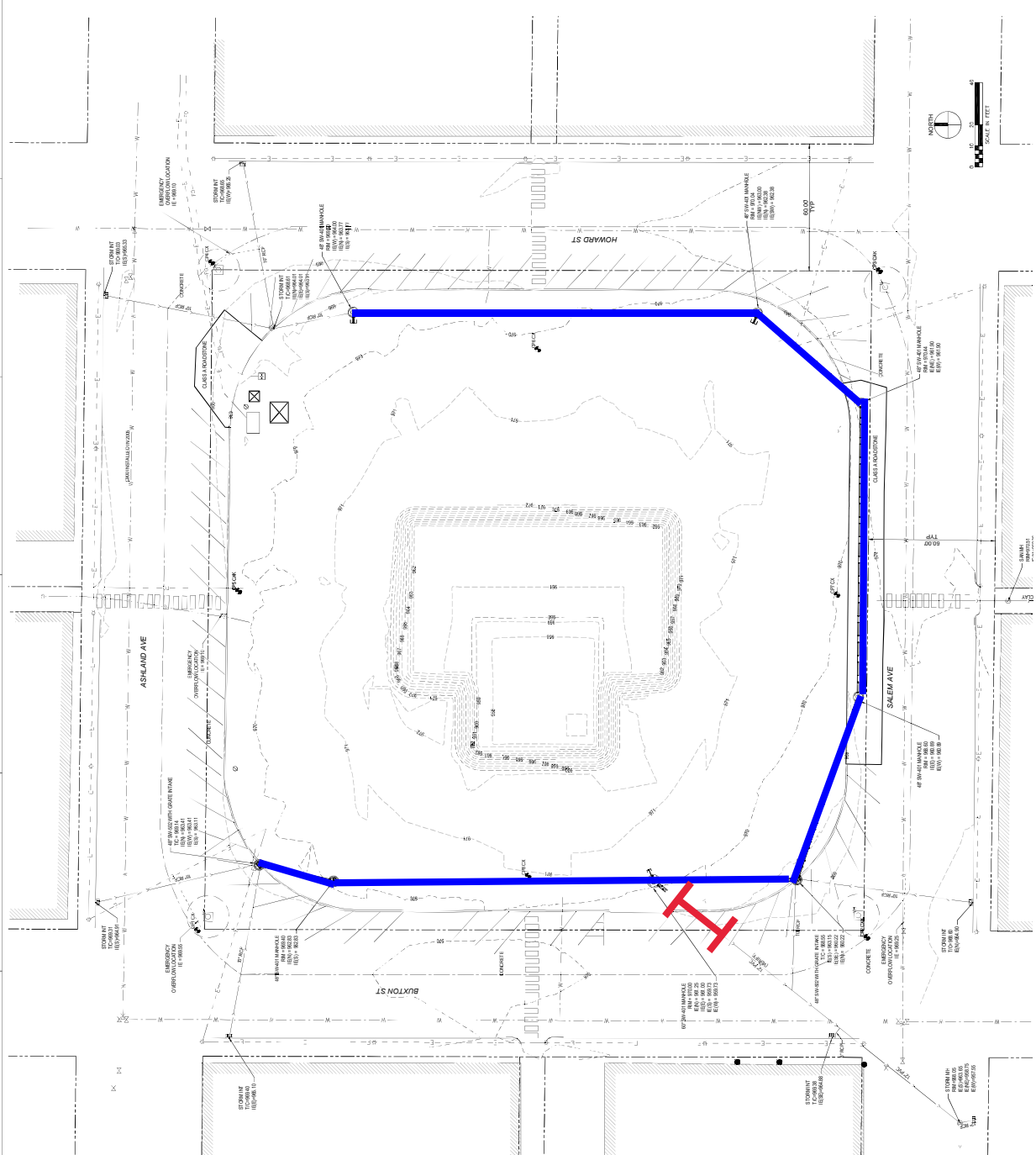
Please see the attached site plan which shows the new storm sewer system that was installed as part of the Justice Center project in blue, and the area where the void has occurred in red. I will attend the December 7th Council meeting if you have any questions.

LEGEND	UTILITY LINES
--- S ---	SEWER
--- G ---	GAS
--- T ---	TELEPHONE
--- C ---	CABLE
--- E ---	ELECTRIC
--- F ---	FIRE
--- H ---	HYDRAULIC
--- I ---	INDUSTRIAL
--- J ---	JET
--- K ---	KITCHEN
--- L ---	LABORATORY
--- M ---	MATERIALS
--- N ---	NEEDS
--- O ---	OTHER
--- P ---	PIPE
--- Q ---	QUANTITY
--- R ---	RECORDS
--- S ---	SEWER
--- T ---	TELEPHONE
--- U ---	UTILITY
--- V ---	VEHICLE
--- W ---	WATER
--- X ---	WIND
--- Y ---	YARD
--- Z ---	ZONE

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--- Y ---	YARD
--- Z ---	ZONE



Meeting Date: 12/07/2020

Subject

Receive and file correspondence from November 13, 20 and 25, 2020 weekly updates from City Manager, Ryan Waller.

Information

Simple motion is in order.

Fiscal Impact

Attachments

Waller's Weekly 1113

Waller's Weekly 1120

Waller's Weekly 1125

Jackie Raffety

From: Ryan Waller
Sent: Friday, November 13, 2020 11:48 AM
To: Ryan Waller
Subject: Waller's Weekly 11.13.2020

Good morning, all.

I hope this finds you well. Here is this week's update email. If there are any questions, please let me know.

Thanks all!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

COVID Updates

Beginning Monday, November 16, visitors to City facilities (i.e. Library, Activity Center and City Hall) are required to wear masks. Masks are available at all locations for visitors that do not have one. This is in response to rising COVID-19 rates in our community and for the protection of our customers and staff.

As of Friday, November 13, the number of confirmed COVID-19 numbers for the City and the City's Fire Protection District (an area beyond the City's corporate boundaries that our Fire Department services) are 443 and 124 respectively. A map illustrating these areas is linked below.

City and Fire Protection Areas (PDF)

Ward Meetings

The Mayor and City Council will host a series of Ward Meetings for our community. The meetings will be hosted via Zoom and are scheduled as follows:

Monday, November 30 - Ward 4

Wednesday, December 2 - Ward 1

Monday, December 14 - Ward 2

Wednesday, December 16 - Ward 3

Links for these meetings will be published on the City's website by Monday, November 23. All meetings will begin at 6:00 p.m. These meetings are a great way to get in-depth information about our community and to learn more about the City's projects, programs, services, and key issues affecting residents.

November 16 City Council Meetings

The City Council will meet on Monday, November 16 for its regular meeting and study session (immediately follows regular meeting). The agendas and comprehensive meeting materials are available on the City's website (linked below). The meetings are aired live via the City's YouTube Channel and a Zoom Webinar (links and login information may be found in the meeting packet).

Agenda Center (LINK)

Special Election Petition

A petition for a special election for a Mayor was submitted on October 30, 2020 and included 32 pages with a total of 547 signatures. Based on data from the Assessor's Office and Warren County's GIS system, as well as utility billing information, 413 signatures were verified. Signatures were not verified if they were illegible, the provided address was out of City limits, or the provided name was not found on County or City databases. A minimum of 335 signatures is required by State law in order to call for a special election. Necessary action for the petition is on the November 16 City Council agenda. According to the County Auditor, the special election can be held on March 2, 2021. The election is projected to cost at least \$10,000. The elected mayor will serve following certification of the special election through the remaining term, which ends on December 31, 2021. The position for mayor will be on the November 2021 ballot.

Rollback Percentages

The rollback numbers were issued earlier this month by the State. Rollback is a term and calculation used by the State and County Assessors to assign taxable value of residential, commercial, industrial and agricultural properties. The rollback percentage is determined by the State of Iowa on a yearly basis. The two main changes issued by the State involved single family and multi-family percentages. Single family taxable valuation went from 55.0742 percent (FY2021) to 56.4094 percent (FY2022), so an increase in taxable valuation. Multi-family taxable valuation went from 71.25 percent (FY2021) to 67.5 percent (FY2022), so an expected decrease in taxable valuation as multi-family continues to decrease to match the single family rollback. Commercial and industrial remain the same at 90 percent and there is not much ag land in Indianola to cause concern over any change in the ag land rollback. This data plays an important role in factoring the property tax rates for all taxing districts (i.e. City, School District, Country).

Traffic Signal Repair

The new replacement traffic signal controller has been installed at the intersection of State Highways 65/69 and 92. This new controller replaced a temporary controller that was required after it was damaged from a fatal car accident in August. The controller is now fully functional and synchronizes with other traffic signals. This synchronization helps to not only improve travel time, but also to reduce carbon emissions due to idling.

East Iowa Extension Project

A pre-construction meeting was held this week with the contractors for this project. Construction is expected to begin early Spring of 2021. The scope of this project includes pavement and stormwater improvements on East Iowa Avenue, from 15th Street to approximately 0.25 miles east of 15th Street. This project will cost \$914,143.50 but will be offset by \$448,272.75 because of a grant received by the City. Completion is expected by September 30, 2021 and must be substantially completed before July 27, 2021 to ensure the roadway can be used for visitors to the National Balloon Classic.

Streetscape Project

A second coordinating meeting regarding the Streetscape project was held this week with Warren County, as well as the contractor and design team on the Justice Center project. Items discussed included an update on anticipated phasing and scheduling, existing right-of-way discrepancies, various design elements, and utility coordination. The Engineer on the project, Bolton and Menk, continues to work towards the 60% design benchmark and estimates bid letting by February.

Community Development Reports

Linked below are the reports provided by the Community Development Department:

Current Projects Update (PDF)

This week, a building permit was issued for Cabin Coffee. Of the 13 projects listed, three are awaiting a submittal from the developer, one is in review, seven have been approved and are in construction, and two were recently completed.

2020 Building Permits (PDF)

This week, two building permit applications were submitted and five permits issued. There are currently eight building permit applications in review and 178 building permits that have been issued year to date.

Code Enforcement (PDF)

There were two code cases that were abated this week. There are currently 19 open code enforcement cases (105 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

[Anticipated Draft Agenda – December 7, 2020 \(PDF\)](#)

[Anticipated Draft Agenda – December 21, 2020 \(PDF\)](#)

Jackie Raffety

From: Ryan Waller
Sent: Friday, November 20, 2020 5:09 PM
To: Ryan Waller
Subject: Waller's Weekly 11.20.2020

Happy Friday, all.

I hope everyone has been enjoying the few days of nice weather. Below, please find this week's update email. If there are any questions regarding these or any other city-related matters, please let me know.

Have a wonderful weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Thanksgiving Holiday Hours

Non-public safety offices will be closed next week Thursday (November 26) and Friday (November 27) in observance of the Thanksgiving holiday.

COVID Updates

Your City team is here to serve you even if facilities are temporarily closed to the public. City facilities were closed effective November 17 due to rising COVID rates for our community. If you have questions, please visit our website or call:

City Hall – 961-9410

Community Development – 961-9430

Library – 961-9418

Activity Center – 961-9420

As of Friday, November 20, the number of confirmed COVID-19 numbers for the City and the City's Fire Protection District (an area beyond the City's corporate boundaries that our Fire Department services) are 512 and 142 respectively.

Ward Meetings

The Mayor and City Council are hosting a series of Ward Meetings for our community. The meetings will be hosted via Zoom and are scheduled as follows:

Monday, November 30 - Ward 4

Wednesday, December 2 - Ward 1

Monday, December 14 - Ward 2

Wednesday, December 16 - Ward 3

Agendas containing login information are available on the City's website (linked below). These meetings are a great way to get in-depth information about our community and to learn more about the City's projects, programs, services, and key issues affecting residents.

[Agenda Center \(LINK\)](#)

Special Election Information

A special election will be held on March 2, 2021. Filing information may be found on the City's website (linked below). The election is projected to cost at least \$10,000 and will be for a term of approximately mid-March 2021 through December 31, 2021. The position of mayor will be on the November 2021 ballot.

[Filing Information \(LINK\)](#)

Local Option Sales Tax Reconciliation

Annually, in November, the Iowa Department of Revenue (IDOR) sends a reconciliation statement to cities collecting Local Option Sales and Service Tax (LOSST). This is done to reconcile payments the IDOR made to individual cities for the previous fiscal year and can be positive or negative based on whether the IDOR underpaid or overpaid the individual city. The City of Indianola received its FY20 reconciliation statement this week, which included a payment of \$534,698. The FY21 budgeted revenue was \$1.2 million, but with the monthly payments from IDOR, which total close \$1.7 million, and the reconciliation payment, the total for FY21 will be close to \$2.25 million. This is very positive news as the LOSST is used for the construction of the City's new Water Resource Recovery Facility. Staff continues to closely monitor revenue sources, especially with the unknowns caused by the COVID-19 pandemic.

Indianola Eats Program

The last Indianola Eats event will take place on Monday, November 23. The event will be held at the Indianola Country Club (details in PDF below). Thank you to participating restaurants and volunteers who have helped serve over 7,900 meals. This program, which is a collaborative effort with the City, Helping Hand, the Indianola Chamber and Central Iowa Shelter Services, was funded by a \$62,700 grant meant to not only support restaurants impacted by the COVID-19 pandemic, but also assist members of our community who are in need of warm meals.

Indianola Eats Flier (PDF)

City Council Presentations

Linked below are the presentations reviewed with the City Council during its Regular and Study Session meetings on November 16.

The first presentation is from the City's Financial Advisor regarding the refinancing of existing debt and the issuance of new debt to finance the Streetscape project. Due to the City's excellent credit score and the existing interest rate market, interest to be paid on the debt is under 1% (this is exceptional). As noted in the presentation, even with the issuance of bonds to finance the Streetscape project, the amount of City debt remains very low and is well below legal limits.

The second presentation is the Library's Annual Report and the third provides an overview of the City's updated Trail Plan.

Residents interested in watching the video from the November 16 meetings, or other prior meetings, may do so via the City's website or YouTube channel.

Financial Advisor Presentation (PDF)

Library Annual Report (LINK)

Updated Trail Plan (LINK)

Community Development Reports

Linked below are the reports provided by the Community Development Department:

Current Projects Update (PDF)

This week the Vice Construction site plan was approved. Of the 13 projects listed, three are awaiting a submittal from the developer, one is in review, seven have been approved and are in construction, and two were recently completed.

2020 Building Permits (PDF)

This week, one building permit application was submitted and issued. There are currently 8 building permit applications in review and 179 building permits that have been issued year to date.

Des Moines Home Builders Association (PDF)

The Des Moines Home Builders Association issued their October 2020 building permit report. The Des Moines Metro area reported 480 less permits for dwellings, but 90 more permits for single-family dwellings, in October 2020 compared to October 2019. The overall decrease is due to less multi-family permits being issued. 650 less permits for dwellings, but

484 more for single-family dwellings, have been issued for dwellings year-to-date in 2020 compared to 2019. Indianola issued 2 more building permits for dwellings in October 2020 compared to October 2019 and has issued 18 more year to date compared to 2019.

Code Enforcement (PDF)

There are currently 19 open code enforcement cases (105 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

Anticipated Draft Agenda – December 7, 2020 (PDF)

Anticipated Draft Agenda – December 21, 2020 (PDF)

Jackie Raffety

From: Ryan Waller
Sent: Wednesday, November 25, 2020 1:17 PM
To: City Employees; City Council
Subject: Waller's Weekly 11.25.2020 (Early Edition)

Good afternoon, all.

I hope this finds you well. Below is this week's update email. This is being send a few days early because of Thanksgiving.

As I mentioned earlier, this is my favorite holiday. As I reflect on all that I am thankful for, please know that one of the tops on my list is being a part of the best darn team in not just the Metro, but also in our State. We have accomplished quite a bit as a team and it's because of your hard work, dedication and positive attitudes. Thank you for all you do!

On behalf of my family, please have a very safe and happy Thanksgiving. If you are working during the holiday, thank you and please stay safe.

Ryan

<https://www.indianolaiowa.gov/789/Wallers-Weekly-Update>

Four and Counting!!!

The City of Indianola was just awarded its FOURTH consecutive Distinguished Budget Award for the FY2021 Budget Document. This is awarded by the Government Finance Officers Association (GFOA) and only a handful of Iowa communities have achieved this award (13 in the State of Iowa for FY2020). Achievement of this award was made possible by many, especially the hard work on the part of department heads developing their budget, the graphical and organizational wizardry of MyLisa Thompson in the IT Department, and the everyday hard work and perseverance of the Clerk/Finance Department.

As noted in the press release linked below, *"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, and a communications device."*

The Distinguished Budget Award comes on the heels of the City receiving an extremely favorable credit rating of 'Aa2' by Moodys. In its assessment of the City, Moodys assigned a 'AAA' rating (highest possible) to all categories within the control of the City Council and staff. This exceptional rating allows the City to fund vital infrastructure projects at extremely low interest rates. Just recently, the City secured an interest rate below 1% on financing to construct the award-winning Square streetscape project.

- [Budget Award Materials \(PDF\)](#)

Thanksgiving Holiday Hours

A friendly reminder that non-public safety offices will be closed Thursday and Friday in observance of the Thanksgiving holiday.

Ward Meetings

The first of a series of Ward meetings, beginning with Ward 4, will take place Monday, November 30 at 6:00 p.m. via Zoom. The agenda, which provides the Zoom link, is provided below. Residents wishing to submit questions for the meeting should use the public comment form contained with the agenda. The remaining Ward meetings are scheduled as follows:

- **Wednesday, December 2 - Ward 1**
- **Monday, December 14 - Ward 2**
- **Wednesday, December 16 - Ward 3**

These meetings are a great way to get in-depth information about our community and to learn more about the City's projects, programs, services, and key issues affecting residents.

- **[Agenda Center \(LINK\)](#)**

COVID Update

As of Wednesday, November 25, the number of confirmed COVID-19 numbers for the City and the City's Fire Protection District (an area beyond the City's corporate boundaries that our Fire Department services) are 561 and 157 respectively.

Board of Adjustment Meeting

The next regularly scheduled Board of Adjustment meeting will take place on December 2. The agenda and supporting materials for the meeting are linked below.

- **[Board of Adjustment Meeting Packet \(LINK\)](#)**

Community Development Reports

Attached are the following reports provided by the Community Development Department:

- **[2020 Building Permits \(PDF\)](#)**
- This week, three building permit applications were submitted. There are currently 10 building permit applications in review and 181 building permits that have been issued year to date.
- **[Code Enforcement \(PDF\)](#)**
- This week, two cases were closed. There are currently 17 open code enforcement cases (105 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

- **[Anticipated Draft Agenda – December 7, 2020 \(PDF\)](#)**
- **[Anticipated Draft Agenda – December 21, 2020 \(PDF\)](#)**

Meeting Date: 12/07/2020

Subject

Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Information

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 12/07/2020

Subject

Any action necessitated by closed session.

Information

Fiscal Impact

Attachments

No file(s) attached.
