

**CITY OF PELLA, IOWA**  
**AMENDED TENTATIVE CITY COUNCIL MEETING AGENDA**  
**December 1, 2015–7:00 p.m. – Public Safety Complex**  
**Liberty Street Entrance**

**A. CALL TO ORDER BY MAYOR AND ROLL CALL**

**B. MAYOR'S COMMENTS**

1. Announce Policy and Planning Meeting following the regular Council meeting to discuss:
  - a. Peanut Pub Request.
2. Approval of tentative agenda.
3. Appointment of Jane Smith to the Board of Adjustment.
4. Appointments to the Gateway Corridor Ad-Hoc Committee.

**\*PUBLIC FORUM (for anyone wishing to address Council regarding agenda items.)**

(Public comments are limited to 3 minutes.)

**C. APPROVAL OF CONSENT AGENDA**

"Consent Agenda" means that all items listed below will be automatically approved with one Roll Call vote approving the "Consent Agenda". Any City Council member may ask to pull an item from the "Consent Agenda" for discussion and a separate vote. The purpose of a "Consent Agenda" is to expedite routine items and allow Council time to discuss more important matters."

1. Approval of Minutes
  - a. Official Council Minutes for November 17, 2015.
2. Report of Committees
  - a. Policy and Planning Minutes for November 17, 2015.
  - b. Historic Preservation Commission Minutes for October 15, 2015.
  - c. Board of Adjustment Minutes for September 22, 2015.
3. Petitions and Communications
  - a. None
4. Administration Reports
  - a. None

**D. \*PUBLIC HEARINGS**

(Statutory rule may be waived and ordinance passed without further readings.)

1. a. Public Hearing on the Proposal to Enter into a Development Agreement with Pella Corporation.
1. b. Resolution No. 5638 entitled, "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PELLA AND PELLA CORPORATION.

**E. PETITIONS & COMMUNICATIONS**

NONE

**F. PLANNING AND ZONING ITEMS**

NONE

**G. ADMINISTRATION REPORTS**

NONE

## **H. RESOLUTIONS**

1. Resolution No. 5639 entitled, "RESOLUTION APPROVING MORATORIUM ON THE ISSUANCE OF BUILDING PERMITS FOR SINGLE OR TWO FAMILY NEW CONSTRUCTION IN THE MAIN STREET AND WASHINGTON STREET GATEWAY CORRIDOR DISTRICTS".

2. Resolution No. 5640 entitled, "RESOLUTION ACCEPTING CHANGE ORDER NO. 2 WITH GALVANIZERS, INC. FOR FURNISHING SUBSTATION MATERIALS--STEEL STRUCTURES IN CONNECTION WITH THE WEST SUBSTATION RING BUS CONVERSION PROJECT".

3. Resolution No. 5641 entitled, "RESOLUTION DIRECTING SALE OF ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2015".

## **I. ORDINANCES**

(Statutory rule may be waived and ordinance passed without further readings.)

NONE

## **J. CLAIMS**

1. Abstract of bills No. 1948.

## **K. OTHER BUSINESS/\*PUBLIC FORUM (any additional comments from the Public)**

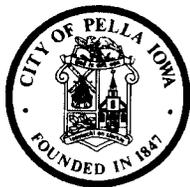
(Public comments are limited to 3 minutes.)

## **L. CLOSED SESSION**

NONE

## **M. ADJOURNMENT**

**NOTICE:** Items to be presented to the City Council must be in the hands of the City Clerk no later than 4:00 p.m. on the Monday before the week of the Council meeting. A packet containing the agenda and documentation for each item listed on the agenda is then prepared on Friday and delivered to each Councilmember. The next regular Council meeting is scheduled for December 15, 2015. The deadline for items is December 7, 2015. *The CITY OF PELLA encourages all citizens of Pella to attend Council meetings. Our Council Chambers are handicapped accessible and City Staff are available to give assistance if needed. If you are hearing impaired or vision impaired or a person with Limited English Proficiency and require an interpreter or reader, please contact City Hall by NOON on the Monday prior to Council meetings to arrange for assistance. (641-628-4173). TTY telephone service available for the hearing impaired through Relay Iowa 1-800-735-2942.*



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THE  
**CITY of PELLA**  

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**STAFF MEMO TO COUNCIL**

ITEM NO: B-1-a

SUBJECT: Peanut Pub Request

DATE: December 1, 2015

**BACKGROUND:**

The Peanut Pub would like to open an establishment at 629 Franklin Street, which is in the Central Business District (CBD). Peanut Pub is already established in Oskaloosa. The business would serve specialty micro brews from across the country. It would not brew them at this location, only sell them. Also, it would only serve peanuts, which under current City Code would be classified as “cocktail lounge” use, not “restaurant” use. It is important to note, there is a distinction in Code between a “restaurant” and “cocktail lounge” use which includes the retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges and similar uses other than a restaurant. A general restaurant is permitted in the CBD, and this may include the sale of alcoholic beverages which conducted as a secondary feature of the use, producing less than fifty percent (50%) of the establishment’s gross income.

Although historically in the past there have been bars in the downtown (the 1977 Comprehensive Plan for example identified two existing taverns in downtown Pella), these were permitted under the City Code at the time. The current City Code for the CBD does not permit such uses.

Rezoning of 629 Franklin from CBD to CUC or CC Commercial, districts which permit “Cocktail Lounge” use, may be viewed as spot zoning and would present other issues with permitted uses and setback requirements inconsistent with downtown buildings at zero lot lines. Therefore, staff is suggesting that if Council decides to accommodate the request, a text amendment would be the approach.

Again, prior City Code permitted such uses and historically such uses were present in the downtown. The question for City Council then is whether the use should be permitted once again through Code amendment.

ATTACHMENTS: Current Ordinance, CBD Zoning Map, Request Letter, Email Comments

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Council direction needed.

**165.11 CLASSIFICATION OF USES.**

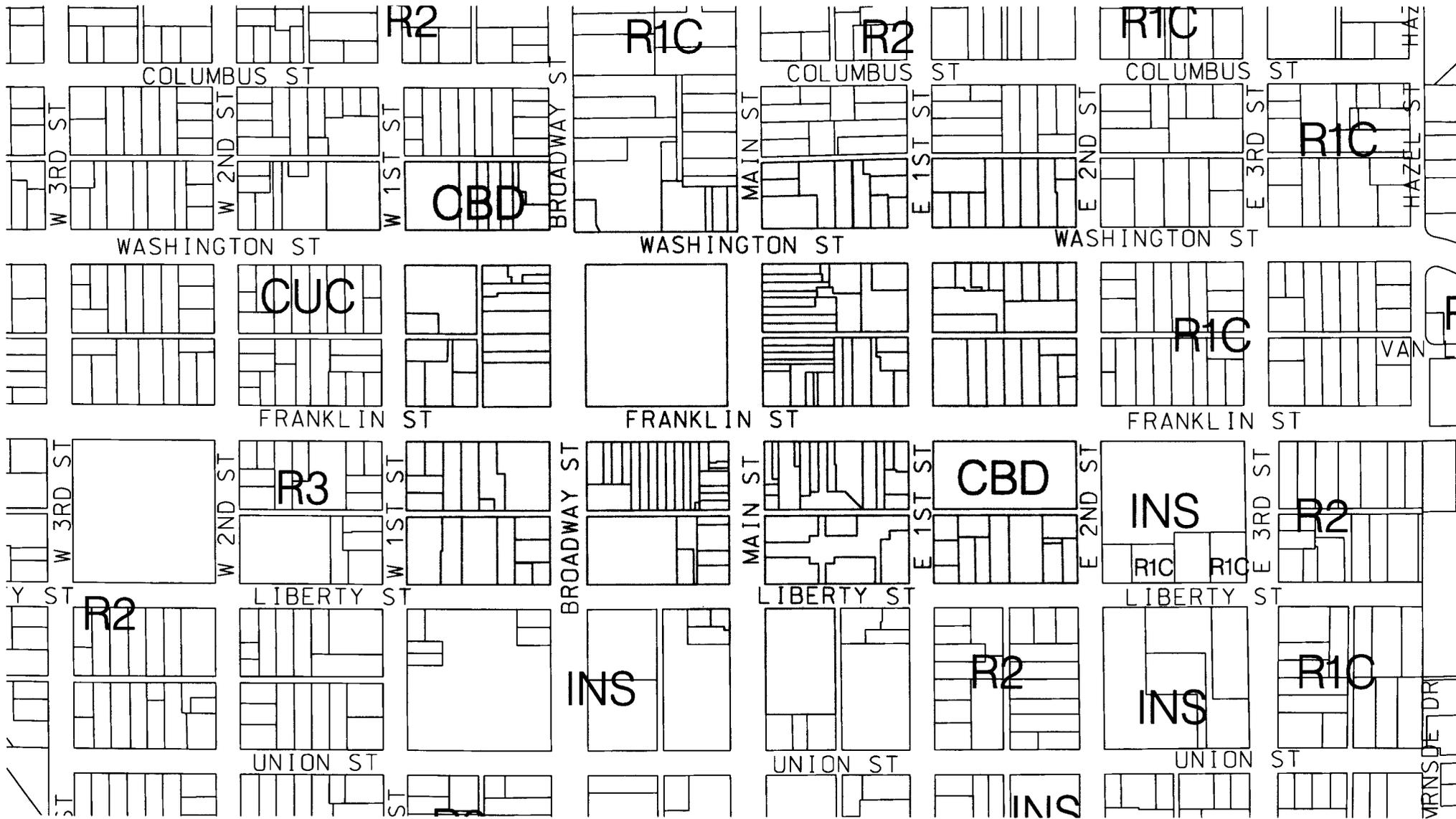
5. Commercial Use Types.

**G. Cocktail Lounge** – a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined herein.

**W. Restaurants** – a use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than fifty percent (50%) of the establishment’s gross income.

**Table 165.12-2 Permitted Uses by Zoning Districts (continued)**

Use Types	A1	RR	R1	R1A	R1B	R1C	R2	R3	R4	CBD	CUC	CC	CPD	INS	M1	M2
<b>Office Uses:</b>																
Corporate Office													P		P	P
General Office										P	P	P	P			
Financial Office										P	P	P	P			
Medical Office										P	P	P	P	P		
<b>Commercial Uses:</b>																
Agricultural Sales/Service	S											S	S		P	P
Vehicle Rental/Sales												P*	P*		P	P
Vehicle Services											P	P	P		P	P
Vehicle Body Work												S			P	P
Equipment Rental/Sales												P			P	P
Equipment Repair															P	P
Bed and Breakfast	P	P		P	P	P	P	P		P	P					
Boarding House	P	S						P								
Business Support Services										P	P	P	P		P	
Business/Trade School											P	P	P	P	P	P
Campground	S															
<b>Cocktail Lounge</b>											P	P	P		P	P



Date: 11/11/15

To: Pella City Council

From: Maria Georgostathis (Georgostathis Family LLC)

RE: Rezoning or Code text amendment for new business tenant

Dear Council,

Jody Lautenbach of Pella Prudential Realty, has an interested tenant for our lower level building located at 629 Franklin Street, Pella. He is interested in opening up a pub. From talking with Ms. Karen Eischen from Pella's Chamber of Commerce, she describes the business as an establishment that serves specialty micro brews from across the country. It would not brew them at this location, only sell them. Also it would only serve peanuts. So it would not be a restaurant. He owns the "Peanut Pub" in Oskaloosa for several years and does well with the inclusion of the business community. Any further questions relating to this type of business can be directed to Ms. Eischen at 641-628-2626. She has been working with the tenant and can get answers to questions you may have.

I have been told that there may be a requirement for either a rezoning permit from its current CBD permit to another permit or a different type of Code (text) amendment in order for this business to be approved.

That is the intent of this letter in asking what the required steps entail in getting the appropriate permit and the City of Pella's acceptance for this type of business to open.

Ever since I became the owner of this building in 1973, it has always been a restaurant, so this application for a re-zoning is new to me. Please advise me on your next steps and additional information you need from us.

Thank You.

Maria Georgostathis (owner of building)

Joanne Valcarcel ( Mger of Georgostathis Family LLC)

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:41 AM  
**To:** Ronda Brown  
**Subject:** FW: Cellar Peanut Pub in Pella

**From:** Waits, Cheryl [mailto:CSWaits@Pella.com]  
**Sent:** Thursday, November 19, 2015 7:57 AM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Cc:** Dennis Waits <dwaits@mchsi.com>  
**Subject:** Cellar Peanut Pub in Pella

Good Morning,

I'm writing you a note to request support on an upcoming opportunity. I saw a post recently that the Cellar Peanut Pub from Oskaloosa wants to open a second location in Pella in the old George's building.

I think this would be a terrific add to the City that would give people a desperately needed option for socializing that caters to the mature adult.

I hope you support this endeavor.

Regards,  
Cheryl Waits

**Ronda Brown**

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**From:** Annie Knipper <naknipper@yahoo.com>  
**Sent:** Tuesday, November 17, 2015 7:54 PM  
**To:** George Wesselhoft  
**Subject:** peanut pub

Good evening!

I would love for you to consider the change in zoning if applicable for the opening of the Peanut Pub in the old Georges location! What an awesome opportunity to bring young locals out to a fun atmosphere!

Sent from Yahoo Mail on Android

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:41 AM  
**To:** Ronda Brown  
**Subject:** FW: Please allow The peanut cellar Pub to Pella!

-----Original Message-----

**From:** Maddison YAHOO [mailto:maddisonlouise@yahoo.com]  
**Sent:** Wednesday, November 18, 2015 11:31 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Please allow The peanut cellar Pub to Pella!

Please support the Peanut cellar Pub in coming to Pella.

Maddison Guerena  
1007 Monroe st  
Pella, IA 50219

## Ronda Brown

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**From:** Brenda Munson <bjdj120661@gmail.com>  
**Sent:** Tuesday, November 17, 2015 10:30 PM  
**To:** George Wesselhoft  
**Subject:** Peanut Pub

I think it would be a mistake to rezone to allow another "bar" into downtown Pella. Not only do we not need another alcohol-serving establishment, but Tulip Time doesn't need the hassle of inebriated individuals in the middle of the parade route & major festivities.

Please say "no" to rezoning for the Peanut Pub.

Thank you,  
Brenda Munson

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut pub

-----Original Message-----

**From:** Amy De Jong [mailto:abethdejong@gmail.com]  
**Sent:** Wednesday, November 18, 2015 5:01 AM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut pub

Just another business to keep the locals at home! :) Lovely stop to downtown shopping not unlike Galena!  
I would vote YES!

Amy De Jong  
641-780-7726 (cell)  
641-621-7648 (work)

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Zoning

**From:** Jason Van Haften [mailto:breeds.rule@gmail.com]  
**Sent:** Tuesday, November 17, 2015 9:59 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Zoning

Mr. Wesselhoft,

It is my understanding that "The Peanut Pub" is wanting to move into town. As a Pella resident, I would like to see the Zoning code changed; to allow them to move in.

If they aren't currently allowed because it's a "cocktail lounge", what is "The Lamppost" considered? It's my understanding that "The Peanut Pub" isn't allowed because of its location to the square. How did "The Lamppost" get in? Just curious.

Thank you for your time and consideration.

Sincerely,

Jason Van Haften

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut Pub Support

-----Original Message-----

**From:** Jodi Solomon [mailto:jrsolomon76@gmail.com]  
**Sent:** Tuesday, November 17, 2015 9:27 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut Pub Support

I am writing in support of The Peanut Pub coming to Pella and occupying the old George's location. Pella needs a place like this to keep people in Pella as opposed to taking their business to other towns. We have been to the establishment in Oskaloosa, and it was a great atmosphere filled with professionals like myself, my husband and our friends. Many people like us are looking for a nice establishment besides a restaurant to enjoy a great craft beer and not the typical bar atmosphere.

Thank you,  
Jodi Solomon

Sent from my iPhone

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut pub

**From:** cavan [mailto:cavan@lisco.com]  
**Sent:** Tuesday, November 17, 2015 7:21 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut pub

I am in support of having the Peanut pub move into the old Georges building.

Sent from my U.S. Cellular® Smartphone

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut Pub - Zoning

**From:** Matthew Olson [mailto:ole4isu@hotmail.com]  
**Sent:** Tuesday, November 17, 2015 3:25 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut Pub - Zoning

I'm a resident of Pella where I live, work, and raise kids. I very much appreciate this thriving small town, the nice things we have, and the pleasant atmosphere we have. As an outsider from Webster City, I would also say we have a busy and booming community that always seems to be growing and improving with nice restaurants, retailers, and a nice small town square. I would like to extend my support for the Peanut Pub's request to open an establishment in our downtown right in the middle of where everything is happening as I think it would draw more people to the community and also offer another variety in entertainment as I've seen quite a few activities and good reviews around the Oskaloosa location and I've visited myself and found it to be a nice place.

Are you the right person to send this note to?

Thanks,

Matt Olson  
1424 Broadway St.  
Pella, IA 50219

## Ronda Brown

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**From:** Tony Bokhoven <[tbokhoven@iowatelecom.net](mailto:tbokhoven@iowatelecom.net)>  
**Sent:** Wednesday, November 25, 2015 4:39 PM  
**To:** Ronda Brown  
**Subject:** FW: Cellar Peanut Pub

Ronda,  
To save sending you 8 emails, I have copied each one into the body of the email below. I hope that is ok.  
Regards,  
Tony

**From:** "Bokhoven, Tony" <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Date:** Wednesday, November 25, 2015 at 12:08 PM  
**To:** Tony Bokhoven <[tbokhoven@iowatelecom.net](mailto:tbokhoven@iowatelecom.net)>  
**Subject:** Fwd: Cellar Peanut Pub

Sent from my iPhone

Begin forwarded message:

**From:** "Visser, Rodney" <[rvisser@vermeer.com](mailto:rvisser@vermeer.com)>  
**Date:** November 25, 2015 at 11:48:23 AM CST  
**To:** "Bokhoven, Tony" <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Subject:** Cellar Peanut Pub

Hey Tony,

I'd like to put a plug in for the Cellar Peanut Pub that wants to add a location here in Pella. We frequent their Oskaloosa bar often, and have had nothing but good experiences there.

The owners, Marty and Betsy Duffy, are good people. I would vouch for them and their Oskey employees as excellent prospects for the business they seek to open here. It will be well managed and well run.

If you have any questions, let me know. I hope the city will give this close and fair consideration.

Thanks,

Rod V.

Rod Visser  
Technical Illustrator, Specialty Excavation  
1510 Vermeer Road East Pella, Iowa USA 50219  
O: 641.621.7003 | M: 641.780.7650 |

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**From:** Allie Thomas <[llsnthms@gmail.com](mailto:llsnthms@gmail.com)>  
**Date:** November 20, 2015 at 2:14:43 PM CST

**To:** [tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)  
**Subject:** Cellar peanut pub

Hi Mr. Bokhoven,

I want to express my support for bringing the Cellar Peanut Pub to Pella. Changing the code to allow a taproom in the downtown area would bring Iowa craft brew to our town, as well as place to enjoy it. The craft brew movement in the US is only growing, and for Pella to be a part of it would be an honor.

Thank you for your time!

Allie Thomas (a home brewer's wife and craft beer fan) :)

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**From:** Allison VanWyngarden <[allison.vanwyngarden@gmail.com](mailto:allison.vanwyngarden@gmail.com)>  
**Date:** November 20, 2015 at 2:13:41 PM CST  
**To:** [tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)  
**Subject:** Support of an Ordinance Change

Hi Tony,

I hope you are doing well. Congratulations on your re-election to City Council. My husband Kyle and I would like to see the Cellar Peanut Pub come to Pella. Craft beer is certainly a trend right now as well as the whole home brew movement. Pella has a wonderful assortment of unique shops. With Cellar Peanut Pub's diverse offering and unique beers, I think that would be a great fit with what Pella has to offer. People could do date nights downtown Pella to Monarchs for dinner OR the cinema for a movie followed by Cellar Peanut Pub for a unique beer and live music. I wonder if there would be opportunity for Monarchs and the Cellar Peanut Pub to even collaborate on events by supplying special beers for tastings, etc. With the local beer club, I am certain that people would really enjoy a place with such a unique selection. It would be great to see more store fronts filled on the square as well. If the Council is concerned that this opens the square up to just be filled with bars, maybe there could be a stipulation that the establishment has to support local Iowa breweries or something like that.

Thank you for your consideration.

Best Regards,

Allison

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**From:** "Roozeboom, Kamela" <[kamelaroozeboom@vermeer.com](mailto:kamelaroozeboom@vermeer.com)>  
**Date:** November 20, 2015 at 12:44:55 PM CST  
**To:** "Bokhoven, Tony" <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Subject:** Cellar Peanut Pub

Tony,

I wanted to let you know that I strongly support the Cellar Peanut Pub opening in Pella in the old George's location. I think it would fill a gap in Pella's current offerings and I know I would frequent it often. Just wanted to express my support!

Thank you!!

**Kami Roozeboom**



Internal Audit Manager  
1210 Vermeer Road East | Pella, IA USA 50219  
**O:** 641-621-7192 | **M:** 641-780-9078 | **F:** 641-621-7860  
[vermeer.com](http://vermeer.com)

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**From:** Shivani Kharbanda [<mailto:shiv.kharbanda@gmail.com>]  
**Sent:** Friday, November 20, 2015 11:40 AM  
**To:** Bokhoven, Tony <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Subject:** The Cellar Peanut Pub

Good morning Tony -

I wanted to let you know that I definitely support the establishment of The Cellar Peanut Pub. I actually live on the square, and I think this would be a great addition to our town. There a lot of young adults in Pella who would definitely support this. A lot of times we travel to Oskaloosa but it would be great to have one here in town!

Thank you -

*Shivani Kharbanda*

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**om:** Guess, Nathan  
**Sent:** Friday, November 20, 2015 11:19 AM  
**To:** Vanden Bosch, Mindi <[mrvandenbosch@vermeer.com](mailto:mrvandenbosch@vermeer.com)>; Guess, Kate <[kguess@vermeer.com](mailto:kguess@vermeer.com)>; Bokhoven, Tony <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Subject:** RE: Pella question

Mindi – Thanks for passing on.

Tony – Kate and I are both supportive of an establishment like this coming to Pella.

NTG

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Hi Tony,

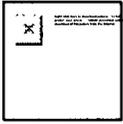
We would love to see the Cellar Peanut Pub in Pella and at a convenient location – such as the “old George’s.”

I appreciate what the Cellar Peanut Pub is about – promoting great, local product and educating its consumers. Such a great concept. Plus the owners are great people. A win win for our community.

Thanks!  
Liz

**Elizabeth Sporrer**

Corporate Communication



O: 641-621-8478

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**From:** Vanden Bosch, Mindi  
**Sent:** Friday, November 20, 2015 9:28 AM  
**To:** Bokhoven, Tony <[tbokhoven@vermeer.com](mailto:tbokhoven@vermeer.com)>  
**Subject:** Pella question

Hi Tony

I have been meaning to get ahold of you about a city council question.

I am super excited to hear that the Cellar Peanut Pub is looking at a location in Pella. I really think Pella needs something like this. The peanut pub really does enjoy the educational side and focusing on Iowa breweries and driving excitement around IA beer. Again, I think this would be a great addition to the downtown area as we promote the Opera House, Thur nights in Pella and other fun evening and weekend events being put on by the CVB and Historical Society. I think it also makes Pella a more appealing place to live to the younger employees that we are trying to hire and retain. Is there anything that residents can do to express our support for this new business to Pella?

Thanks  
Mindi



**Mindi VandenBosch**

Continuous Improvement, Underground  
O: 641-621-8167 | M: 641-780-7971  
[vermeer.com](http://vermeer.com)



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THE  
**CITY of PELLA**

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**STAFF MEMO TO COUNCIL**

**ITEM NO:** B-3

**SUBJECT:** Appointment of Jane Smith to the Board of Adjustment

**DATE:** December 1, 2015

**BACKGROUND:**

Jane Smith is interested in serving on the Board of Adjustment to fill the former position of the late Byron Vander Molen. Jane is a long time resident of Pella and owns a design company. Jane resides with her family at 508 W 1<sup>st</sup>.

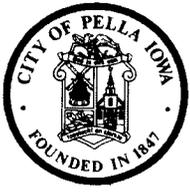
The term Jane is filling would expire on January 1, 2019.

**ATTACHMENTS:** None

**REPORT PREPARED BY:** City Administration

**REPORT REVIEWED BY:** CITY ADMINISTRATOR  
CITY CLERK

**RECOMMENDED ACTION:** Approve the Appointment.



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THE  
**CITY of PELLA**  
STAFF MEMO TO COUNCIL

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ITEM NO: B-4

SUBJECT: Gateway Corridor Ad-Hoc Committee

DATE: December 1, 2015

**BACKGROUND:**

During the Policy and Planning meetings on October 6, 2015 and November 17, 2015, the City Council discussed potential design review standards for new single and two family homes in the City's gateway corridors.

To assist Council in determining whether there should be new design standards in the City's gateway corridors, Mayor Mueller would like to appoint the following Gateway Corridor Ad-Hoc Committee:

Larry De Vries  
Karen Van Hemert  
Laurie Bandstra  
Mark Core  
Kathy Kooyman

The Committee will be charged with making a recommendation to the City Council whether there should be design standards for new single family and two family residential homes in the City's gateway corridors. The target date for making a recommendation to Council will be February 16, 2016.

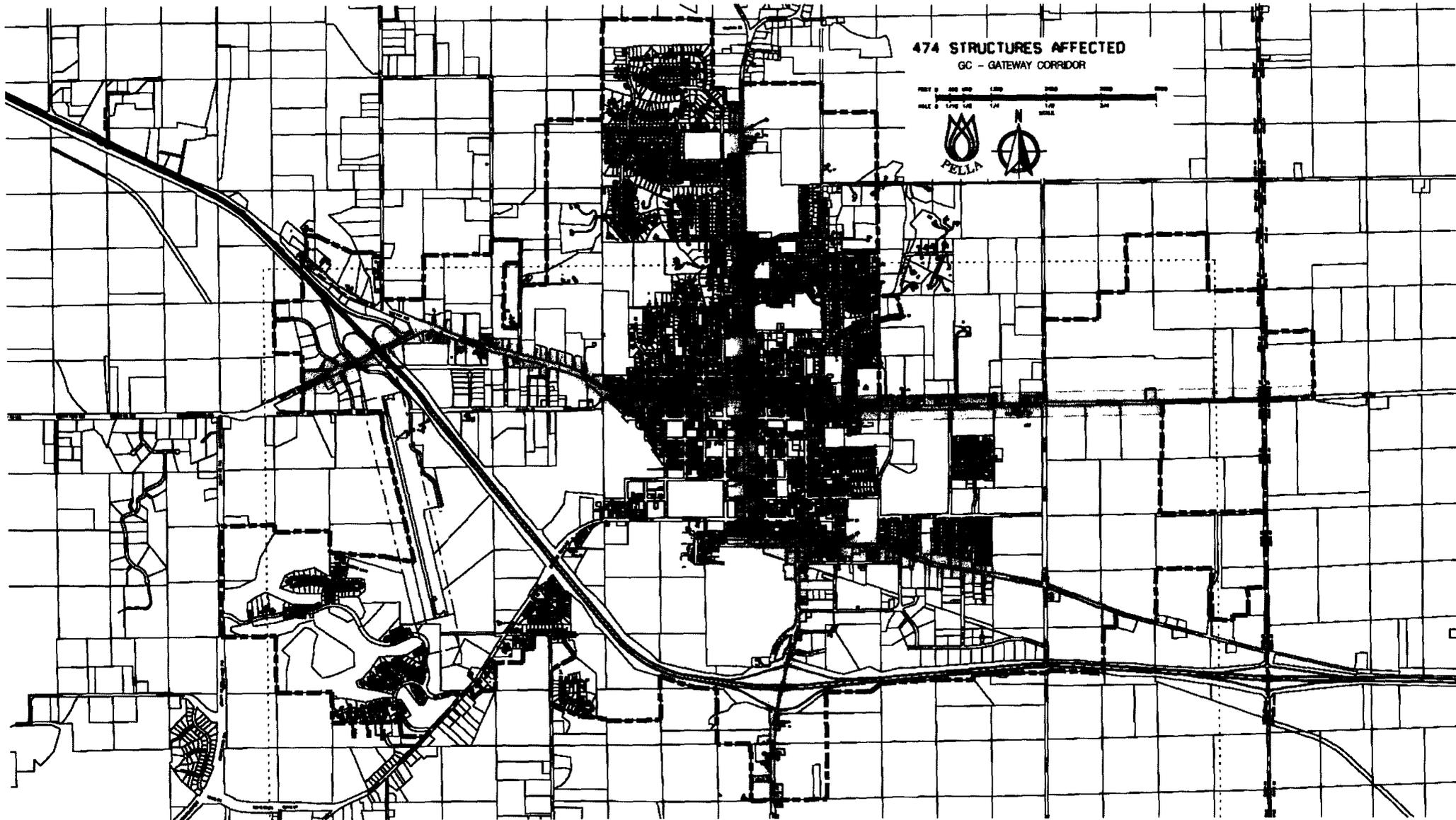
Enclosed for Council's review is a map of the City's gateway corridors the ad-hoc committee will be reviewing.

ATTACHMENTS: Map of City's Gateway Corridors

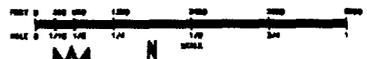
REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Appoint Ad-Hoc Committee.



474 STRUCTURES AFFECTED  
GC - GATEWAY CORRIDOR



**CITY OF PELLA, IOWA  
CITY COUNCIL  
OFFICIAL MINUTES  
CITY OF PELLA, IOWA  
November 17, 2015**

**A. CALL TO ORDER BY MAYOR AND ROLL CALL**

The City Council of the City of Pella, Iowa, met in regular session at the Public Safety Complex meeting room at 7:00 p.m., Mayor James Mueller presiding. Members present were: Mark De Jong, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, and Larry Peterson. Absent: Dave Vander Horst. City Administrator Mike Nardini, City Attorney Bob Stuyvesant, and City Clerk Ronda Brown were present. Ten staff members and seventeen members of the general public signed the register.

**B. MAYOR'S COMMENTS**

1. Announce Policy and Planning Meeting following the regular Council meeting to discuss:
  - a. Credit Card and Debit Card Payments.
  - b. Highway 163 Pole Signage
  - c. Discussion on Gateway Corridor.
  - d. Klokkenspel Repair Request.
2. Approval of tentative agenda. Councilmember Vander Beek moved to approve the tentative agenda, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Vander Beek, Van Stryland, Schiebout, Peterson, De Jong.

**\*PUBLIC FORUM (for anyone wishing to address Council regarding agenda items.)**

NONE

**C. APPROVAL OF CONSENT AGENDA**

Councilmember Vander Beek moved to approve the consent agenda, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Schiebout, Peterson. NAYS: None. Motion carried. The following items were approved:

1. Approval of Minutes
  - a. Official Council Minutes for November 2, 2015.
2. Report of Committees
  - a. Policy and Planning Minutes for November 2, 2015.

Policy and Planning Minutes  
November 2, 2015

PRESENT: Mayor Jim Mueller, Mark De Jong, Dave Vander Horst, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, Larry Peterson

ABSENT: None

OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 7:50 p.m. The first discussion was concerning a Section 42 housing request from the Overland Property Group. The City's original development agreement with the Mill Farm Partners for The Reserves at Mill Farms stated the City's support was up to \$290,000 in tax increment rebates over 15 years and was contingent on actual tax payments received by the City of Pella. In addition, the development agreement stated the City would rebate up to \$20,000 in development fee waivers or the actual cost of the waivers, whichever is less. Actual fee waivers only totaled \$12,503.61.

When the Iowa Finance Authority (IFA) awarded tax credits for the project, they based the local contribution on the maximum amount of \$20,000 of fee waivers. IFA has informed City staff the local contribution from the City of Pella needs to total \$20,000. If the City does not contribute an additional \$7,496.39, then IFA could remove the tax credits for the project, which totaled over \$4.0 million.

If this happens, the developers may need to sell the project, which could force the development to revert to market rents. A denial of the additional \$7,496.39 could also be a factor in the future if the City ever wants to apply for another Section 42 housing project in Pella.

Staff recommended that if the City contributes an additional \$7,496.39 to the development, the TIF amount should be adjusted from \$290,000 to \$297,496.39. Also recommended was that the developer should be responsible for all legal and out of pocket costs the City incurs in amending their development agreement to accommodate this request.

Rex Vanier, representing the Overland Property Group, was present to answer questions about the request. After discussion, the Council was unanimous with adjusting the TIF amount to \$297,496.39 and having the legal and out of pocket costs paid by Overland Property Group.

The second item discussed was the Historic Preservation Commission recommendations on the historic overlay district ordinance and architecture handbook documents. The draft overlay district ordinance is the framework ordinance which sets forth the regulations pertaining to any historic districts which would be established. This ordinance does not establish any historic districts, so this ordinance would not apply to any specific properties until such time that the first historic district is established through separate ordinance overlay rezoning process. Below are highlights of the District Overlay Zone.

- Historic District Overlay Zone – This section lists the purposes of the historic overlay zone.
- Authority – This section spells out the process by which City Council may designate historic districts. Important to note: Signatures of at least 60% of property owners in the proposed historic district consenting to be included in the historic district must be obtained by the requester and submitted before overlay rezoning can commence. If a property owner owns more than one property, they shall still only be permitted one signature as needed for purposes of this provision. There was discussion from Council about this in that some thought each property should get a signature and others said it's not about the parcels, but about the people. Staff was instructed to research other models from other towns and bring back the information for more discussion.
- Historic Review – This section entails what types of projects are subject to historic review. This would include new single and two family construction, alterations to existing structures within the historic district that require a building permit, alterations to existing structures within the historic district that do not require a building permit but are visible from a public street. It is important to note that properties subject to review of the Community Development Committee (CDC) will continue under CDC's jurisdiction (i.e. commercial, multi-family, and non-residential properties). The draft handbook is similar to the CDC Design Manual, as it sets forth the general design parameters for historic preservation. This handbook is intended to provide property owners, contractors, and designers with guidance to ensure that proposed projects conform to the historic preservation guidelines. Listed below is a summary of the major issues covered by the handbook.
- Historic Review Process – Historic review by the Commission would be required for all construction projects that require a regulated building permit. Examples of common projects that require a regulated building permit and historic review include: 1) Construction of a new primary or accessory structure, 2) Construction of an addition to a primary or accessory structure and 3) Construction or reconstruction of decks, porches and ramps. Historic review would also be required for alterations to existing structures in the historic districts which do not require a building permit but are visible from a public street or front of the structure.
- Guidelines for New Construction – These pages include guidelines for new primary and accessory structure. In particular to note, the Commission discussed the massing rule such that new buildings should not be less than or more than 25% of the average footprint of structures with 200 feet on the same side of the block. Language was added to allow exceptions being considered based on lot size, architectural style and visibility by neighbors as criteria.
- Guidelines for Additions and Alterations – These pages pertain to additions and alterations. Similar to above, the 25% rule was discussed by the Commission with exceptions being considered based on lot size, architectural style and visibility by neighbors as criteria. Exemptions would include alterations which are not located in the front of the structure and are not reasonably visible from a public street. There was discussion about taking liberties away from people by requiring too many rules. George Wesselhoft, Planning and Zoning Director, stated there would be an appeal process to City Council if there was a grievance. Staff was directed to get more information about changing out windows and paint. It was noted that the Pella Historic Preservation Handbook was a good resource. The goal is to try to protect the neighborhood, not become big brother. The question was asked how will people know where the housing district is if they are newly buying the property. Staff will ask the Historic Preservation Commission for their input.

The third item on the agenda concerning e-billing and credit cards was deferred until the next meeting on November 17, 2015

The meeting adjourned at 8:54 p.m.

Respectfully Submitted,  
Ronda Brown, City Clerk

## B. Library Minutes for October 13, 2015.

### PELLA PUBLIC LIBRARY Board of Trustees Meeting October 13, 2015

I. Call To Order: President Rebecca Manifold called the meeting to order at 4:03 p.m. Board members present were: Alli Bogaard, John Evenhouse, Kenny Nedder, Praveen Mohan, Jane Koogler, and Mary Barnes. Library Director Wendy Street was present.

II. Recognition of Visitors and Visitor Comments: None

III. Approval of Agenda: There were no changes to the agenda. The agenda stood as approved.

IV. Disposition of Minutes: All Board members received the September minutes prior to the meeting. Alli moved to approve the minutes. Praveen seconded the motion. The minutes were unanimously approved.

V. Approval of Bills: All Board members received the October list of bills prior to the meeting. After some general discussion and questions regarding the monthly bills, Praveen moved to approve the September bills. Jane seconded the motion. The bills were unanimously approved.

VI. Unfinished Business: None

VII. New Business:

Policy Questions for new ILS:

As the new system is being configured, there are ways that the new system is doing things. Some of these differences may be completely new options, but others may necessitate a change in library policy.

1. The first policy question discussed was, "Do we want to allow patrons to have credits on their accounts? If so, how much? Will we refund unused credits if someone moves?" Staff recommended that we allow credits as a convenience for users, but set a limit of \$25 and not issue refunds. The board discussed this question at length and decided to follow the staff's recommendation. We will allow credits of up to \$25 on accounts, but will not issue refunds.

2. Do we want an alternate loan period for high demand items?" The alternate loan period would kick in automatically when a specified hold threshold is reached. The staff recommends we implement this feature only if we change the checkout period for books to a longer loan period. The Board decided to wait on this option and discuss it when we change the book loan period.

3. We will set default prices for items that do not have a price listed in the record. Our current default prices are \$25 for everything except art prints which are \$100. The staff feel these are still reasonable amounts and it rarely happens. The Board agrees.

4. We will be able to block patrons who have a specified number of overdue items or items that are overdue by a certain amount of time. Currently, patrons are only blocked when an overdue item reaches "billed" status, which is about 2 months for books. Staff felt they needed more information regarding this option, especially in light of #5 (see below)

5. Our current system does not assess a fine until the item is checked in or renewed. The new system will count accruing fines against the \$10 block amount. Once an item is overdue, the patron's account will start accruing fines. They will be blocked once they reach the \$10 amount. Staff thinks that this will essentially eliminate the need for #4. The Board would like to see how this all works out once we are up and running and will make changes as necessary.

6. Family accounts will be linked now instead of multiple people sharing a single account.

VIII. President's Report and Announcements: None

IX. Director's Report:

- a. Integrated Library System progress report

In October, we will complete our policy profiling and will have training sessions on Circulation, Cataloging, Authority control, and Reports. In November, SirsiDynix will do a test data load, we will load the client software on our staff workstations, and we'll have training on System Administration, Serials, Acquisitions and Enterprise. In December, we will review the test data and do final system configuration. Our target date for going live with the new system is January 21.

The change over to the new system will be seamless to the public. There may be some glitches but Wendy is hopeful those will be minor and manageable. Kenny asked if the company offered any publicity notices we could use to notify the patrons of the changes. Our website will look much different and it will be easier to update and make changes to the site.

b. Hoopla

We are no longer hitting our daily budget limit, but patrons continue to register for and use Hoopla. We will continue to monitor usage, and may actively promote the service again in the spring.

We had 32 new users in September and 368 overall. We are paid through April 2016 and we want to make sure we use all the pre-paid dollars, \$6000.

c. Building & Grounds

- The digital touch table was installed on Sept. 21 and has been quite popular. We don't have a way to get statistics from it, but we do observe people using it.

- Three new floor outlets were installed. They will be handy for laptop users.
- The new firewall was finally installed on Sept. 24 and the filter configured shortly afterwards. We are enjoying the speedy internet!
- Someone ran into the wrought iron fence in the parking lot and did quite a bit of damage. We are exploring options for fixing, replacing or removing it. We may need to think about getting curb stops.
- We hope to complete the light bulb replacement in the next couple of months. Wendy is going to buy some now and try out before replacing all of them as it is very expensive, however we will save on the electric bill. We will need to do a new budget request for the light replacement as it is now a different plan than what we submitted before.

d. Staff activities

The City held its annual Employee Recognition Breakfast on Sept. 23. Several library employees were recognized for their years of service with the City:

Nancy Moreland: 5 years  
Carol Weihe: 10 years  
Chris Van Hemert: 10 years  
Vivian Koolstra: 25 years  
Judy Sents: 25 years.

Youth Services: Weekly Story Times, Tot Times and Lap Sits started in September. LEGO Club sign up also started in September. All after school programs will start in October.

Assistant Director: This month, Chris has focused heavily on helping Wendy prepare for the SirsiDynix transition. He ran reports, and manually dumped all of the Millennium data out of the system and into a format that SirsiDynix could work with, interpreting the various files for SirsiDynix as necessary. Chris was also nominated and won a Character Counts award!!

Director: I have been working on the transition to our new ILS, evaluating meeting room scheduling software, and a variety of building projects. I also planned and publicized three adult programs and trained four new volunteers.

Jim Bebo, our Experience Works employee, has completed scanning our collection of obituary cards from 1999 to the present. The scanned cards have been added to the Marion County GenWeb site.

Iowa Library Association conference

Chris, Katie and I will all attend the Iowa Library Association conference in Des Moines on October 14-16.

e. Upcoming events

- October 9-October 18: Friends of the Library Book Sale in the Library Meeting Room. Books for all ages will be available for the donation of your choice. The book sale is restocked daily, so come early and come often!
- October 13 at 4:00 p.m.: Girls Only LEGO® program for girls in grades K to 6th grade.
- October 13 at 6:30 p.m.: Night Time Drop-In LEGO®. All ages are welcome to participate. Children will need to have parent or caregiver with them while attending this program.
- October 13 at 7:00 p.m.: L.E.M.M.I.N.G.S. Teen Group for students in 6th grade and higher.
- October 19 at 7:00 p.m.: Art Quilts of the Midwest. Linzee Kull McCray will share information about traditional quilts, the modern quilt movement, and art quilts.
- October 21 at 2:30 p.m.: Drop-In LEGO® for children in grades K and up. No sign up is needed. Children under the age of 8 need to have an adult in the library while attending this program.
- October 22 at 10:15 a.m.: Genealogy Club will meet in the library meeting room. The program will be about using the Find A Grave website.
- Oct. 29 at 12:00 noon: The Brown Bag Book Club will discuss *Hello from the Gillespies* by Monica McInerney.
- Nov. 3 at 7:00 p.m.: Adult Coloring. Coloring isn't just for kids! Relieve some stress, get creative, and stimulate your brain with coloring. The library will provide supplies, or you may bring your own. For ages 16 and up.

X. Committee reports:

- a. Policy Committee: Revised Circulation Policy. Updated loan period for new vs older DVDs. John motioned for the changes to be approved.

Kenny seconded the motion and it carried.

XI. Adjournment: President Rebecca Manifold adjourned the meeting at 5:04 p.m. The next regularly scheduled Board Meeting is scheduled for November 10, 2015 at 4 PM.

### 3. Petitions and Communications

#### a. Renewal of Class B Beer License with Class C Native Wine Permit and Sunday Sales for Pella Excit-A-Bowl.

SUBJECT: New Class B Beer Permit for Pella Excit-A-Bowl

DATE: November 17, 2015

BACKGROUND: Pella Excit-A-Bowl, located at 204 SE 9<sup>th</sup> Street, has applied for a new Class B Beer Permit with Class C Native Wine and Sunday Sales Privileges. The term of the new license is twelve months and would be effective from January 1, 2016 through December 31, 2016.

The application has been completed with the State online, and staff recommends approval.

ATTACHMENTS: Application

REPORT PREPARED BY: Administrative Accounts Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve license.

**b. Renewal of Class C Liquor License with Catering, Outdoor Service, and Sunday Sales for Sports Page Grill.**

SUBJECT: Renewal of Class C Liquor License for Sports Page Grill

DATE: November 17, 2015

BACKGROUND: The SP Grill, Inc., dba Sports Page Grill, located at 1111 West 16<sup>th</sup> Street, has applied for renewal of their Class C Liquor License with Catering, Outdoor Service, and Sunday Sales privileges. The application was completed with the State online. The term of the new license is twelve months and would expire December 31, 2016.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve renewal.

**c. Renewal of Class C Liquor License with Catering, Outdoor Service, and Sunday Sales and Ownership Change for Central College.**

SUBJECT: Renewal of Class C Liquor License for Central College

DATE: November 17, 2015

BACKGROUND: Central College, located at 812 University, has applied for renewal of their Class C liquor license with Catering Privilege, Outdoor Service, and Sunday Sales. Also to note is a change of ownership where Central staffing has changed. The application was completed with the state online. The term of the new license is twelve months and would expire November 30, 2016.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve renewal.

**4. Administration Reports**

**a. None**

**D. \*PUBLIC HEARINGS**

(Statutory rule may be waived and ordinance passed without further readings.)

**1. a. Resolution No. 5631 entitled, "RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING FOR THE ISSUANCE OF NOT TO EXCEED \$4,000,000 ELECTRIC REVENUE CAPITAL LOAN NOTES".** Councilmember Schiebout moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: **AYES: Schiebout, Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried.**

SUBJECT: Issuance of Not to Exceed \$4,000,000 of Electric Revenue Capital Loan Notes

DATE: November 17, 2015

BACKGROUND:

As Council is aware, the City is in the process of constructing improvements to the Pella West Substation located at 1875 Washington Street. The overall project is roughly \$5.3 million and includes transmission, generation, and distribution improvements. If approved, the included resolutions and public hearing would allow the City of Pella to utilize a \$4 million, ten year note to pay for the City's share of the project which includes \$2.3 million on transmission improvements and \$1.7 in distribution improvements. As noted below, the remaining \$1.3 million will be reimbursed by Missouri River Energy Services.

As per statutory guidelines, Resolution No. 5631 would ratify, confirm and approve the public notification which was published in the November 5, 2015 Pella Chronicle. Following the public hearing regarding the proceedings, Council will then consider Resolution No. 5632 which will institute proceedings to take additional action to authorize the loan agreement and declare official intent as well as an additional Resolution No. 5633 approving electronic bidding and official statement.

The City, in conjunction with our Financial Advisor, Public Financial Management, Inc., has prepared a preliminary Official Statement outlining the details of the proposed sale of the Notes. Subject to revisions from bond counsel, Ahlers & Cooney, and Public Financial Management, Inc., this Official Statement will be distributed in connection with the offering of the Notes for sale.

The bidding for the Notes is scheduled for December 15, 2015. The terms of the sale include language to permit the use of electronic bidding. Per Iowa Code, Council needs to approve that the recommended procedure for bidding will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties.

These Notes will be payable from the net earnings of the Municipal Electric Utility and shall not constitute general obligations or be payable in any manner by taxation by the City of Pella. The following is a summary of the three major components of the project.

**Transmission Improvements**

The Pella West Electrical Substation is configured on a single line breaker scheme, which means all of the electrical connections are tied to a single electric bus bar. Currently, there are six connections to the west substation, which includes one distribution transformer, one diesel plant transformer, one 69 kV capacitor bank, and three 69 kV transmission line connections. It is important to note, transmission planning standards recommend a ring bus configuration for 69 kV substations with five or more connections (see enclosed ring bus diagram). In essence, a ring bus configuration involves the establishment of one

circuit breaker for each connection to the 69 kV substation. The advantage of this configuration is that faults to the electrical bus bar can be isolated without removing the entire substation from service. In comparison, our current single line breaker would require the substation to be placed out of service if a fault occurred at the station's electrical bus bar. The concern with the current single line breaker scheme is that any outage to the west substation during peak summer months could have a significant impact on the Electric Utility's ability to serve customer loads within our community. Furthermore, the Red Rock Hydroelectric Plant is scheduled to be connected to the Pella West Substation in the slot currently occupied by the 69 kV capacitor bank. Due to the number of existing connections to the Pella West Substation and the proposed connection of the Red Rock Hydroelectric Plant, staff has been evaluating over the last several months incorporating a ring bus design at this substation.

The proposed ring bus to the Pella West Substation is intended to increase electrical reliability for the City's transmission and distribution systems. Overall, the estimated cost of the ring bus is approximately \$2.3 million, which includes engineering services. It is important to note, staff believes this proposed investment of \$2.3 million is eligible for financial reimbursement through transmission rates paid by all utilities in the local pricing zone. In addition, the rate of return for this investment is 12.7% and is payable over the effective life of the improvement, which is estimated to be between 25 to 35 years.

#### **Generation Improvements**

This component of the project is approximately \$1.3 million and represents the cost to connect the Red Rock Hydro-Electric Generating Plant to the City's West Substation. Improvements include the necessary steel structures, circuit breaker, and moving the existing capacitor bank to the Clark Street Substation. It is important to note, the cost for these items will be reimbursed by Missouri River Energy Services.

#### **Distribution Improvements**

The Pella West Electrical Substation is currently configured with a single substation power transformer to feed City customers in a wide area of the electric service territory. The territory covered by the West Substation includes all customers west of Main Street and north of Liberty Street. The electrical load in this area includes the Wal-Mart commercial area, Westpoort commercial area, a significant number of residential customers, and the City's collector well system.

All of these customers are served off a single transformer and 15kV bus with one main breaker and five feeder breakers. With the reconfiguration of the 69kV ring bus, there will be an opportunity to greatly increase redundancy and reliability for the City's electric distribution system. The existing 20 MVA base generation step-up transformer will be reconfigured to a distribution load-serving transformer. An additional main breaker, 15kV bus, and four additional feeder breakers and a bus tie breaker will be added to the existing switchgear building to accommodate new underground distribution feeder lines serving the north side of town and west as identified in the 2015 Northside Distribution Study performed by DGR.

The two reconfigured load-serving transformers will be separated onto separate sections of the 69kV ring bus, with the City's 69kV transmission line to the Southeast Switching Station directly between them. In the event of a fault or failure on one transformer, it will be isolated from the other while losing only half of the distribution load. If the transformer is permanently out of service for repair or replacement, all of the load can be switched to the other using the bus tie breaker. The overall estimated cost of these improvements is \$1.7 million.

#### **Recommendation**

Given the size and scope of the improvements noted above, staff recommends approval of the included resolutions, which would result in the authorization of the taking of bids to fund capital improvements at the City's west substation.

ATTACHMENTS: Public Hearing Resolution, Resolution Approving Official Statement and Electronic Bidding, Resolution Authorizing Additional Action, Public Hearing Notice

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve resolutions.

1. b. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder. (Not to Exceed \$4,000,000 Electric Revenue Capital Loan Notes) No written or oral comments were received. Councilmember Vander Beek moved to close the public hearing, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Van Stryland, Schiebout. NAYS: None. Motion carried.

1. c. Resolution No. 5632 entitled, "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,000,000 ELECTRIC REVENUE CAPITAL LOAN NOTES". Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Vander Beek. NAYS: None. Motion carried.

1. d. Resolution No. 5633 entitled, "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT". Councilmember Vander Beek moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Schiebout, Peterson. NAYS: None. Motion carried.

## **E. PETITIONS & COMMUNICATIONS**

1. a. Special Event—Sinterklaas Parade. Councilmember De Jong moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: De Jong, Vander Beek, Van Stryland, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Special Event Permit Request for Sinterklaas Day Parade

DATE: November 17, 2015

BACKGROUND: Pella Historical Society has requested a Special Event Permit for the "Sinterklaas Parade," Saturday, November 28, 2015 from 9:00 a.m. to 11:00 a.m. The event celebrates the community's Dutch heritage tradition and consists of a strolling Volks parade and a brief program on the Tulip Toren. This is the 39<sup>th</sup> year for the event.

As a part of this request, the following street segments are being requested to be closed on an as needed basis from 9:00-11:00 a.m. on November 28th: Franklin Street between E 2<sup>nd</sup> and Broadway, the intersection of E 1<sup>st</sup> and Franklin, and the intersection of Main and Franklin Street. All pertinent City Departments have reviewed this application and comments are attached. The fee and insurance certificate have been received and approval is recommended.

ATTACHMENTS: Resolution, Application, Department Comments, Map  
REPORT PREPARED BY: City Hall Staff  
REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDATION: Approve Special Event and Resolution.

1. b. Resolution No. 5634 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS "SINTERKLAAS PARADE". Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Vander Beek. NAYS: None. Motion carried.

## **F. PLANNING AND ZONING ITEMS**

NONE

## **G. ADMINISTRATION REPORTS**

NONE

## **H. RESOLUTIONS**

1. Resolution No. 5635 entitled, "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PELLA CORPORATION, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF". Councilmember Peterson moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Peterson, De Jong, Vander Beek, Van Stryland, Schiebout. NAYS: None. Motion carried.

SUBJECT: Resolution Fixing Date for a Public Hearing on the Proposal to Enter into a Development Agreement with Pella Corporation

DATE: November 17, 2015

BACKGROUND: This resolution establishes December 1, 2015 as the public hearing date for a proposed economic development agreement with Pella Corporation and the Iowa Economic Development Authority.

On June 2, 2015, Council approved a conditional resolution of support to provide incentives in a private development agreement between the City of Pella and Pella Corporation. At the time, the conditional resolution of support was necessary for Pella Corporation to secure financial incentives from the Iowa Economic Development Authority (IEDA).

As part of the IEDA development agreement, Pella Corporation must secure local match equivalent to 20% of the direct financial assistance provided by the IEDA. As a result, the IEDA's financial assistance largely depends on the Council's approval of the proposed development agreement.

### Background Information

Pella Corporation is a family-owned and professionally managed privately-held company, headquartered in Pella for more than 90 years. Pella Corporation is seeking direct economic assistance from the Iowa Economic Development Authority in an effort to continue with their innovative Insynctive platform launch. As part of the platform, Pella Corporation will continue leading the fenestration industry through integrated sense, shading and venting technology solutions.

### Project Description

In order to continue the development of the platform, Pella Corporation plans to invest \$8.6 million dollars in total project cost. In addition, they also plan to create an additional 38 high quality jobs which are needed to support the project. To assist with this development, Pella Corporation is requesting \$152,000 in economic development incentives from the State of Iowa. In order to secure the state's financial incentive package, Pella Corporation is required to have a community local match of 20% or \$30,400.

### Iowa Economic Development Authority Proposed Incentives and Required Local Match

In order to encourage the continued development of the Insynctive platform resulting in the creation of 38 additional jobs, the Iowa Economic Development Authority has approved a preliminary financial incentive package of \$152,000, which is subject to the local match requirements for direct financial assistance. In order to secure the financial incentives from the Iowa Economic Development Authority, Pella Corporation must secure a local match equivalent to 20% of the direct financial assistance provided by the IEDA.

It is important to note, the proposed financial incentives for are half, or \$30,400, of the original commitment approved by the City Council on June 2, 2015.

Based on the incentive package proposed by the Iowa Economic Development Authority, Pella Corporation no longer requires the 0% loan which was included in the original proposal. Listed below is a comparison of the financial incentives proposed by IEDA and the City of Pella:

Financial Incentive	IEDA Contribution	City of Pella Contribution
Forgivable Loan	\$152,000	\$30,400

### Summary of Key Terms of the Development Agreement

Listed below is a summary of the key terms of the proposed development agreement with Pella Corporation:

1) The agreement is contingent upon the developer securing a grant agreement from the Iowa Economic Development Authority through the High Quality Jobs Program. In addition, Pella Corporation would be required to invest approximately \$3.3 million in equipment and \$5.3 million in research and development for a total project cost of \$8.6 million, thereby creating 38 additional high quality jobs.

2) To assist the Developer with the project, the City would offer the following financial incentives:

- A) \$30,400 forgivable loan subject to Council approved terms and conditions in the City's development agreement which would be payable from the Pella Business Corridor Urban Renewal Area TIF Fund.
- B) The forgivable loan will be forgiven at the rate of 20% of the total amount of the Forgivable Loan initially granted to Developer, per year, for five years, beginning December 31, 2016.
- C) The developer must fulfill the City's applicable legislative requirements, including state agency approvals.

ATTACHMENTS: Resolution  
REPORT PREPARED BY: City Administration  
REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDED ACTION: Approve Resolution.

2. Resolution No. 5636 entitled, "RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PELLA AND DEWILD GRANT RECKERT AND ASSOCIATES COMPANY D/B/A DGR ENGINEERING IN CONNECTION WITH 2016 DISTRIBUTION IMPROVEMENTS". Councilmember Vander Beek moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Resolution Approving an Engineering Services Agreement with DeWild Grant Reckert and Associates Company d/b/a DGR Engineering for the 2016 Distribution Improvements

DATE: November 17, 2015

BACKGROUND: This resolution approves an Engineering Services Agreement with DGR Engineering in the amount of \$88,100 for engineering services relating to the 2016 Distribution Improvements. The proposed improvements include the conversion of approximately ten blocks of the overhead electric system to an underground system in the Central College area bounded by Washington and University Streets between West 1<sup>st</sup> and West 5<sup>th</sup> Streets. Along with the placement of the distribution line underground, the voltages on these lines will be increased from 4.160 kV to 12.470 kV. As result, electric reliability in the area should be increased due to the increase in voltage and placement of the distribution system underground. As with past conversion projects, a contractor will install the underground conduit system and set the primary transformer pads, and City staff will install the primary and secondary cables. The estimated construction cost for the project is approximately \$540,000.

It should be noted, there is also a homeowner expense associated with this project. The City's responsibility replaces overhead electric distribution lines with new underground lines to the structure. The homeowner is responsible for hooking up to the new lines. Depending on the customer's existing service, this cost could vary from a nominal cost up to a \$1,000.

This resolution would approve an engineering agreement that includes a lump sum amount of \$68,100 for the design and bid phases as well as an estimated \$20,000 hourly fee for the preliminary/planning phases and construction/final phases for a total of \$88,100. It should be noted that approval will be sought from the City of Pella if more hours are needed to complete the project. The schedule for the project is as follows:

Plans and Spec Complete	April 21, 2016
Bid Opening	May 19, 2016
Construction Start	June 27, 2016

The Engineer's total estimated project cost including engineering is approximately \$628,100.

Due to the historical knowledge of the City's electrical system and an established relationship, staff recommends the approval of the agreement with DGR. The Electric Department has worked with DGR consultants since the early 90s and believes they have good baseline knowledge of our systems and operations. Furthermore, the total engineering services of \$88,100 is approximately 14% of the estimated total project cost, which staff believes is very reasonable. Finally, if Council approves this contract, electric utility revenues will fund the anticipated improvements.

ATTACHMENTS: Resolution, Engineering Services Agreement, Map of Central College Conversion Area

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDATION: Approve resolution.

3. Resolution No. 5637 entitled, "RESOLUTION AUTHORIZING EXECUTION OF AMENDING EXHIBIT A OF THE PELLA ELECTRIC POWER UTILITY COLLECTIVE BARGAINING AGREEMENT". Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Vander Beek. NAYS: None. Motion carried.

SUBJECT: Resolution Authorizing Amendment of the Electric Power Utility Collective Bargaining Agreement

DATE: November 17, 2015

BACKGROUND:

This resolution approves amendment to the Electric Power Utility Collective Bargaining Agreement. The amendment increases the hourly compensation for Journey Lineworker and Distribution Apprentice position. The reason the amendment is being proposed is to better align the Electric Distribution Division with the market and to be able to recruit journey lineworker positions to the City of Pella.

As background on this issue, Journey Lineworker status takes approximately 7,000 hours of on the job experience working as an electric lineworker and passing a series of examinations by the Iowa Association of Municipal Utilities. As a result, it takes approximately four years to become a Journey Lineworker. The City's electric distribution division is authorized for six full-time lineworker positions. Unfortunately, the Department has recently lost two lineworkers to outside employment.

**Proposed Distribution Lineworker Compensation**

The City of Pella's compensation for apprentice lineworkers ranges from the initial entry wage of \$19.10 per hour to \$27.91 per hour for the final step in the journeyman process. Currently, the City of Pella compensates journeyman at a rate of \$29.38 per hour. Based on market research, staff is recommending the following wage scale for Journey Lineworker and Apprentice Lineworker positions which would be effective on November 22, 2015:

Journey Lineworker	--	--	--	\$33.25
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Apprentice	\$24.94	\$26.60	\$29.93	\$31.59

**Estimated Cost of Wage Proposal:**

The estimated additional annual cost for these wage adjustments for the Electric Power Utility union employees are as follows:

- FY 16 – \$28,355.
- FY 17 – \$48,612.
- FY 18 – \$48,611.

**Summary:**

This resolution authorizes the City Administrator to execute the amended Exhibit A of the Electric Power Utility Collective Bargaining Agreement. Staff believes the proposed wage adjustment is needed to recruit and retain Journey Lineworkers within the Electric Distribution Division. It is also important to note, the Electric Union has approved the proposed wage adjustment.

ATTACHMENTS: Resolution, Exhibit A of the Electric Power Utility Collective Bargaining Agreement

REPORT PREPARED BY: City Administration  
REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDATION: Approve Resolution.

## **I. ORDINANCES**

(Statutory rule may be waived and ordinance passed without further readings.)

1. Ordinance No. 903 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE M1 DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP." Councilmember Vander Beek moved to place Ordinance No. 903 on its third and final reading, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Van Stryland, Schiebout. NAYS: None. Motion carried. Councilmember Vander Beek moved that Ordinance No. 903 be adopted, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Schiebout, Peterson. NAYS: None. Mayor Mueller declared the motion carried and the ordinance duly passed and adopted.

SUBJECT: Rezoning Application by Marc Vande Noord to Rezone Property from A1 Agricultural District to M1 Limited/Light Industrial District

DATE: November 17, 2015 (3rd Reading)

### **BACKGROUND:**

Marc Vande Noord is requesting to rezone the property located immediately south of Lots 5 and 6 of Graceland Addition off Graceland Road. The parcel is 1.06 acres in size. The current zoning is A1 Agricultural, and the proposed zoning is M1 Limited/Light Industrial. The proposed use is a storage development which would be adjacent to the applicant's existing storage facility to the north on Graceland Road.

The Comprehensive Plan, Future Land Use Map targets the area proposed to be rezoned for Low Density Residential. Therefore, the rezoning proposal is not consistent with the Plan.

The Planning and Zoning Commission at their September 28, 2015 meeting approved the rezoning (7 to 0) with direction to amend the Comprehensive Plan and with condition that the use be limited to indoor storage.

ATTACHMENTS: Ordinance, Zoning Map, Citizen Letter

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDATION: Recommend approval per Planning and Zoning Commission recommendation.

## **J. CLAIMS**

1. Abstract of bills No. 1947. Councilmember Schiebout moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Schiebout, De Jong, Vander Beek, Van Stryland, Peterson. NAYS: None. Motion carried.

## **K. OTHER BUSINESS/\*PUBLIC FORUM (any additional comments from the Public)**

Comments were received and addressed.

## **L. CLOSED SESSION**

None

## **M. ADJOURNMENT**

There being no further business claiming their attention, Councilmember Peterson moved to adjourn, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Peterson, Schiebout, De Jong, Vander Beek, Van Stryland. NAYS: None. Motion carried. Meeting adjourned at 8:07 p.m.

Policy and Planning Minutes  
November 17, 2015

**PRESENT:** Mayor Jim Mueller, Mark De Jong, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, Larry Peterson

**ABSENT:** Dave Vander Horst

**OTHERS:** City Staff and Visitors

The Policy and Planning meeting began at 8:13 p.m. The first discussion was concerning the City's gateway corridors. As background, during the October 6, 2015 Policy and Planning meeting, City Council discussed potential design review standards for new single and two family homes in the City's gateway corridors. After discussing the issue, Council decided to form an ad-hoc committee to review each of the corridors. Since the ad-hoc committee has not yet been appointed, the question was whether a moratorium should be put in place for new single and two family homes constructed on the Washington Street Corridor until the ad-hoc committee makes a recommendation on residential design standards for this corridor or until March 1, 2016, whichever comes first.

After discussion, staff was directed to prepare a moratorium on new single and two family homes for both the Washington Street and Main Street corridors. The moratorium would be until March 1, 2016.

The second item was concerning Highway 163 pole signage. As background, in 2004 after extensive review by an ad hoc sign committee, the City Council amended the City Code to permit taller pole signs for food, fuel and lodging uses for the Highway 163 interchanges at Washington Street, Clark Street and the County line. Specifically, the following options were provided:

- (1) A sign area of up to 180 square feet for signs 60 feet in height.
- (2) A sign area of up to 150 square feet for signs 50 feet in height.
- (3) A sign area of up to 120 square feet for signs 40 feet in height.
- (4) A sign area of up to 90 square feet for signs 30 feet in height.
- (5) Signs less than 30 feet in height shall be limited to a maximum sign area of 50 square feet.

Casey's convenience stores at Westpoort and South Clark Street are the only businesses that have utilized this option, and they opted to only go up to 30 feet for maximum height. Another business that would qualify for bypass pole signage is contemplating a 40 foot tall sign. The question was whether this sign ordinance should be amended to limit the maximum height to 40 feet on the Highway 163 interchange areas and only for qualified food, fuel and lodging uses.

After discussion, all but one member preferred to limit the sign height to 40 feet. Therefore, staff will move forward in the process. Before Council consideration, the item was go before the Community Development Committee and the Planning and Zoning Commission.

The third item discussed was accepting credit cards and debit cards as a payment form for city services such as utility billing, recreation programs, library services, and other city related functions. As background, over the past several years, the City has seen an increase in the number of requests from the City's customers wanting to pay for City services via credit and debit cards. Customers often cite convenience as the reason for making payments via a credit and debit card. In addition, many customers would also like to pay for City services via the internet and potentially through an automated phone system. Staff believes the time spent on some tasks may be reduced if the City accepted credit and debit card payments. For instance, if the City accepted

credit and debit cards for payment, staff believes there would be fewer utility disconnections which would decrease the amount of time spent on account collection procedures.

All of the Policy and Planning members were in agreement that the City should start accepting credit and debit card payments for City services and that the City should pursue the convenience fee model where the City would pay the fee.

The fourth item concerning the Klokkenspel repair request was pulled from the agenda.

The meeting adjourned at 8:55 p.m.

Respectfully Submitted,  
Ronda Brown, City Clerk

Historic Preservation Commission  
Regular Meeting  
October 15, 2015

- 1) The meeting was called to order at 6:02 p.m.
- 2) Roll Call.  
Present: Jim Mansueto, Julie Heerema Mueller, Rhonda Kermode.  
Absent: Kathy Bruxvoort, Kent Oppenhuizen.  
Others Present: Jerry Byers, George Wesselhoft.
- 3) Approval of Minutes – August 20, 2015 Meeting. The minutes were approved as submitted.
- 4) Review of Draft Documents.
  - a) Historic District Overlay Ordinance. George Wesselhoft reviewed the changes since the last meeting for the draft ordinance including language in the district signatures section, historic review, and hardship. The Commission had no further changes.
  - b) Historic Preservation Handbook. Mr. Wesselhoft reviewed the changes in the handbook draft including adding the introduction, benefits of historic preservation, the 25% rule for both new construction as well as additions, ADA accessibility language, and adding as appendix the U.S. Department of Interior, National Park Service Standards.  
  
The Commission commented that the ADA section looked good. The Commission asked for some changes to the Appendix section by putting the web links at the top for the State and NPS and also adding corresponding language under the Benefits section.  
  
The Commission unanimously moved to request City Council Policy and Planning consideration of the draft documents before starting any formal process.
  - c) Gateway Corridors – Policy & Planning Discussion Update. Staff mentioned that the Policy & Planning of City Council discussed this issue and that an ad hoc committee would be appointed to review.
- 5) Other Business. Staff noted the next meeting would be on November 19.
- 6) The meeting was adjourned at 6:30 p.m.

Respectfully submitted,  
George Wesselhoft  
Planning and Zoning Director

**1.) Call the meeting to Order**

Chairperson Jim Corbett called the meeting of the Board of Adjustment to order at 6:00 p.m. Chairperson Corbett welcomed new member Karissa Hastings to the Board of Adjustment.

**2.) Roll Call.**

Members Present: Jim Corbett, Vince Nossaman, Merlan Rolffs, John Van Den Berg, Lyle Vander Meiden, Mike Vander Wert, Karissa Hastings.

Members Absent: Glenn Van Wyk.

Others Present: George Wesselhoft – Planning and Zoning Director, Jerry Byers – Board Secretary, Darren McGriff – Sweatshop, Stacy McGriff – Sweatshop, Jerry Roorda, Jim Mueller - Mayor.

**3.) Approval of Agenda**

John Van Den Berg made a motion to approve the agenda as submitted. Vince Nossaman seconded the motion. Upon vote, all voted yes. The agenda was approved.

**4.) Approval of Minutes**

Merlan Rolffs made a motion to approve the Minutes of the August 25, 2015 meeting as submitted. Mike Vander Wert seconded the motion. Upon vote, all voted yes. The minutes were approved as submitted.

**5.) Special Use Permit Application by The Sweatshop, 602 Franklin St., Pella, IA**

Public Hearing on Special Use Permit application by The Sweatshop concerning a Personal Improvement Services use at 602 Franklin Street, Pella, Iowa 50219.

Chairperson Corbett informed the audience that the Board of Adjustment was a nine member board. Due to member Byron Vander Molen passing, there were eight members, seven of which were present. An approval would require a five member yes vote on any motion to be approved. If the motion failed the applicants only avenue for recourse would be to go to District Court

Darren McGriff said they understood and would like to continue with the meeting.

Chairperson Corbett asked if there were any written comments.

Jerry Byers, Secretary to the Board, stated there were written comments attached to the packet by Bryan Gaylor, owner of Boat's Home Furnishings.

Lyle Vander Meiden made a motion to accept the letter into the minutes

Vince Nossaman second the motion.

Upon vote, motion passed unanimously to accept the letter into the record.

*(See attached)*

The public hearing was open to oral comments.

Jerry Roorda owner of In't Veld Meat Market spoke to the Board about trying to promote Pella as a destination. He continued by saying that he'd been to Galena Illinois and that there were no service businesses in their downtown.

Mr. Roorda went on to talk about Pella as a retail destination and trying to keep retail in the downtown as opposed to service businesses.

Jim Mueller, City of Pella Mayor, reiterated what Mr. Roorda had spoken to the Board about and stated that they would like to protect the area of the downtown for retail business.

He continued stating that he wished to speak about the parking issue in the downtown as well as the retail issue to the Board.

He stated that he was told that any special use permit could be denied for any reason, whether it be parking concerns, retail support concerns or other issues.

Stacy McGriff spoke to the Board about the hairdressers, hair salons, and attorneys, supporting area community and getting area residents into the downtown. She commented not only should the community be concerned with people coming in as tourist but also taking care people that live in the City of Pella.

John Van Den Berg asked if The Sweatshop was open for business.

Mr. Byers indicated that City staff found out about the business when the sign contractor brought in the application for businesses signage.

Ms. McGriff stated that they do not open until October 1, 2015.

Ms. McGriff stated that they were able to rent and had received no information from the landlord that they could not open their business there.

Vince Nossaman asked City staff if the information about what businesses are available in the downtown is available to realtors.

Mr. Wesselhoft answered the question, stating that the information was available on the City website and that many persons call and ask questions about available properties as far as zoning regulations. However, he continued by stating that Pella is a small community and no official business license was required in the city, and that staff only found out about the use of the space due to the application for the sign.

Merlan Rolffs asked if a building permit was required.

Mr. Byers replied that interior cleanup and painting would not require a permit.

Ms. McGriff stated that they feel they do offer something to the City of Pella that coincides with the health and wellness of the citizens.

There was discussion about the use of the space, and timeframe of the length they would use the downtown space before moving to a larger facility.

Ms. McGriff stated that they do have a small amount of retail and went on to list the items that they would be selling.

Lyle Vander Meiden asked City staff about a special use permit and putting a time limit on the granting of the permit.

Mr. Wesselhoft stated that he would refer the question to the City Attorney which he commented was available by phone. Mr. Wesselhoft continued by stating that there had only been two other special use permits issued that come to mind in the time frame he had been with the City.

Mr. Nossaman confirmed with Mr. McGriff that they had a month to month lease and would be moving soon if things went well with the business.

Chairperson Corbett asked if the Board would like to confirm with the City Attorney, as to whether it would be acceptable to placing restrictions and a time limit on to the special use permit.

Discussion ensued.

Mr. Corbett continued stating there were two issues in front of the Board. One being what type of businesses we were going to be having in the downtown, which he stated the Board of Adjustment could not be addressing. City Council had given the Board of Adjustment responsibility to address special use permits.

Lyle Vander Meiden stated he still wanted to know what conditions he could place on the special use permit use permit if he made a motion such.

Lyle Vander Meiden made a motion to take a 10 minute recess to allow Mr. Wesselhoft time to call City Attorney to find out about the possibility of putting restrictions on the special use permit.

Vince Nossaman second the motion.

Upon vote motion is approved unanimously.

There was a 10 minute recess.

The meeting was called to order after the recess by Chairperson Corbett.

Mr. Wesselhoft stated that the City Attorney said that either the special use permit meets the criteria and qualifications or it does not.

He continued by stating that you could not put a time limit on the special use permit, however, he said you could put a special use on this particular business, that once they moved out that no other business could move in and continue with that special use. He stated that the hours can be regulated but he said the big concern would be enforcement and who would enforce hours of use and the monitoring of the number of clients and/or people in the business.

The public hearing was closed.

**6.) Special Use Permit Application by The Sweatshop, 602 Franklin St, Pella, Iowa.**

Public Hearing on Special Use Permit application by The Sweatshop concerning a Personal Improvement Services use at 602 Franklin Street, Pella, Iowa 50219.

Vince Nossaman made a motion to deny the special use permit for The Sweatshop. He continued by saying that the Board has to respect what the City Council is trying to do with the Central Business District. He stated that their intent is to try and keep it more retail in the downtown and based on that he made a motion to deny.

John Van Den Berg seconded the motion.

Upon vote, motion passed unanimously 7 to 0.

**7.) Other Business**

None

**8.) Adjournment**

The meeting adjourned at 7:20p.m.

Respectfully submitted,  
Jerry Byers  
Building Official

**From:** Bryan Gaylor [<mailto:bryan@bhfpella.com>]  
**Sent:** Tuesday, September 15, 2015 4:40 PM  
**To:** George Wesselhoft <[gwesselhoft@cityofpella.com](mailto:gwesselhoft@cityofpella.com)>  
**Subject:** RE: Board of Adjustment - Email

George,

I would like to provide my input of the potential personal training studio at 602 Franklin Street. As much as I have an appreciation for anyone to establish a new business, I am concerned about the location desired. I have a great deal of respect and admiration for Mr McGriff, however the location that is being request may not help enhance the features that our downtown district offers. We are a destination community with many tenured destination stores, eateries, and places of interest. If we are to continue to enhance the downtown district into a growing tourism destination, then we need to do so with retail stores or places of business that will attract tourists to travel to Pella. Our marketing and PR directives for Boat's Home Furnishings focuses on enticing tourists to spend a day or a weekend in Pella – to not only shop at our store, but take in the true experience that Pella has to offer.

Again, we do not have anything against Mr McGriff's efforts, we feel that it can be better suited in an area where our tourism economy is not so reliant on proximity.

Thank you for your consideration.  
Bryan

**Bryan Gaylor**  
**President/Owner**  
Showroom 641-628-2040  
Fax 641-628-9303  
[Bryan@bhfpella.com](mailto:Bryan@bhfpella.com)  
[www.BoatsHomeFurnishings.com](http://www.BoatsHomeFurnishings.com)  
620 Franklin St, Pella Iowa 50219

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THE  
**CITY of PELLA**  
STAFF MEMO TO COUNCIL

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ITEM NO: B-1-a

SUBJECT: Peanut Pub Request

DATE: December 1, 2015

**BACKGROUND:**

The Peanut Pub would like to open an establishment at 629 Franklin Street, which is in the Central Business District (CBD). Peanut Pub is already established in Oskaloosa. The business would serve specialty micro brews from across the country. It would not brew them at this location, only sell them. Also, it would only serve peanuts, which under current City Code would be classified as “cocktail lounge” use, not “restaurant” use. It is important to note, there is a distinction in Code between a “restaurant” and “cocktail lounge” use which includes the retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges and similar uses other than a restaurant. A general restaurant is permitted in the CBD, and this may include the sale of alcoholic beverages which conducted as a secondary feature of the use, producing less than fifty percent (50%) of the establishment’s gross income.

Although historically in the past there have been bars in the downtown (the 1977 Comprehensive Plan for example identified two existing taverns in downtown Pella), these were permitted under the City Code at the time. The current City Code for the CBD does not permit such uses.

Rezoning of 629 Franklin from CBD to CUC or CC Commercial, districts which permit “Cocktail Lounge” use, may be viewed as spot zoning and would present other issues with permitted uses and setback requirements inconsistent with downtown buildings at zero lot lines. Therefore, staff is suggesting that if Council decides to accommodate the request, a text amendment would be the approach.

Again, prior City Code permitted such uses and historically such uses were present in the downtown. The question for City Council then is whether the use should be permitted once again through Code amendment.

ATTACHMENTS: Current Ordinance, CBD Zoning Map, Request Letter, Email Comments

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Council direction needed.

165.11 CLASSIFICATION OF USES.

5. Commercial Use Types.

**G. Cocktail Lounge** – a use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined herein.

**W. Restaurants** – a use engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than fifty percent (50%) of the establishment’s gross income.

**Table 165.12-2 Permitted Uses by Zoning Districts (continued)**

Use Types	A1	RR	R1	R1A	R1B	R1C	R2	R3	R4	CBD	CUC	CC	CPD	INS	M1	M2
<b>Office Uses:</b>																
Corporate Office													P		P	P
General Office										P	P	P	P			
Financial Office										P	P	P	P			
Medical Office										P	P	P	P	P		
<b>Commercial Uses:</b>																
Agricultural Sales/Service	S											S	S		P	P
Vehicle Rental/Sales												P*	P*		P	P
Vehicle Services											P	P	P		P	P
Vehicle Body Work												S			P	P
Equipment Rental/Sales												P			P	P
Equipment Repair															P	P
Bed and Breakfast	P	P		P	P	P	P	P		P	P					
Boarding House	P	S						P								
Business Support Services										P	P	P	P		P	
Business/Trade School											P	P	P	P	P	P
Campground	S															
<b>Cocktail Lounge</b>											P	P	P		P	P



Date: 11/11/15

To: Pella City Council

From: Maria Georgostathis (Georgostathis Family LLC)

RE: Rezoning or Code text amendment for new business tenant

Dear Council,

Jody Lautenbach of Pella Prudential Realty, has an interested tenant for our lower level building located at 629 Franklin Street, Pella. He is interested in opening up a pub. From talking with Ms. Karen Eischen from Pella's Chamber of Commerce, she describes the business as an establishment that serves specialty micro brews from across the country. It would not brew them at this location, only sell them. Also it would only serve peanuts. So it would not be a restaurant. He owns the "Peanut Pub" in Oskaloosa for several years and does well with the inclusion of the business community. Any further questions relating to this type of business can be directed to Ms. Eischen at 641-628-2626. She has been working with the tenant and can get answers to questions you may have.

I have been told that there may be a requirement for either a rezoning permit from its current CBD permit to another permit or a different type of Code (text) amendment in order for this business to be approved.

That is the intent of this letter in asking what the required steps entail in getting the appropriate permit and the City of Pella's acceptance for this type of business to open.

Ever since I became the owner of this building in 1973, it has always been a restaurant, so this application for a re-zoning is new to me. Please advise me on your next steps and additional information you need from us.

Thank You.

Maria Georgostathis (owner of building)

Joanne Valcarcel ( Mger of Georgostathis Family LLC)

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:41 AM  
**To:** Ronda Brown  
**Subject:** FW: Cellar Peanut Pub in Pella

**From:** Waits, Cheryl [mailto:CSWaits@Pella.com]  
**Sent:** Thursday, November 19, 2015 7:57 AM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Cc:** Dennis Waits <dwaits@mchsi.com>  
**Subject:** Cellar Peanut Pub in Pella

Good Morning,

I'm writing you a note to request support on an upcoming opportunity. I saw a post recently that the Cellar Peanut Pub from Oskaloosa wants to open a second location in Pella in the old George's building.

I think this would be a terrific add to the City that would give people a desperately needed option for socializing that caters to the mature adult.

I hope you support this endeavor.

Regards,  
Cheryl Waits

## Ronda Brown

---

**From:** Annie Knipper <naknipper@yahoo.com>  
**Sent:** Tuesday, November 17, 2015 7:54 PM  
**To:** George Wesselhoft  
**Subject:** peanut pub

Good evening!

I would love for you to consider the change in zoning if applicable for the opening of the Peanut Pub in the old Georges location! What an awesome opportunity to bring young locals out to a fun atmosphere!

Sent from Yahoo Mail on Android

## Ronda Brown

---

**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:41 AM  
**To:** Ronda Brown  
**Subject:** FW: Please allow The peanut cellar Pub to Pella!

-----Original Message-----

**From:** Maddison YAHOO [mailto:maddisonlouise@yahoo.com]  
**Sent:** Wednesday, November 18, 2015 11:31 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Please allow The peanut cellar Pub to Pella!

Please support the Peanut cellar Pub in coming to Pella.

Maddison Guerena  
1007 Monroe st  
Pella, IA 50219

## Ronda Brown

---

**From:** Brenda Munson <bjdj120661@gmail.com>  
**Sent:** Tuesday, November 17, 2015 10:30 PM  
**To:** George Wesselhoft  
**Subject:** Peanut Pub

I think it would be a mistake to rezone to allow another "bar" into downtown Pella. Not only do we not need another alcohol-serving establishment, but Tulip Time doesn't need the hassle of inebriated individuals in the middle of the parade route & major festivities.

Please say "no" to rezoning for the Peanut Pub.

Thank you,  
Brenda Munson

## Ronda Brown

---

**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut pub

-----Original Message-----

**From:** Amy De Jong [mailto:[abethdejong@gmail.com](mailto:abethdejong@gmail.com)]  
**Sent:** Wednesday, November 18, 2015 5:01 AM  
**To:** George Wesselhoft <[gwesselhoft@cityofpella.com](mailto:gwesselhoft@cityofpella.com)>  
**Subject:** Peanut pub

Just another business to keep the locals at home! :) Lovely stop to downtown shopping not unlike Galena!

I would vote YES!

Amy De Jong  
641-780-7726 (cell)  
641-621-7648 (work)

## Ronda Brown

---

**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Zoning

**From:** Jason Van Haaften [mailto:breeds.rule@gmail.com]  
**Sent:** Tuesday, November 17, 2015 9:59 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Zoning

Mr. Wesselhoft,

It is my understanding that "The Peanut Pub" is wanting to move into town. As a Pella resident, I would like to see the Zoning code changed; to allow them to move in.

If they aren't currently allowed because it's a "cocktail lounge", what is "The Lamppost" considered? It's my understanding that "The Peanut Pub" isn't allowed because of its location to the square. How did "The Lamppost" get in? Just curious.

Thank you for your time and consideration.

Sincerely,

Jason Van Haaften

## Ronda Brown

---

**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut Pub Support

-----Original Message-----

**From:** Jodi Solomon [mailto:jrsolomon76@gmail.com]  
**Sent:** Tuesday, November 17, 2015 9:27 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut Pub Support

I am writing in support of The Peanut Pub coming to Pella and occupying the old George's location. Pella needs a place like this to keep people in Pella as opposed to taking their business to other towns. We have been to the establishment in Oskaloosa, and it was a great atmosphere filled with professionals like myself, my husband and our friends. Many people like us are looking for a nice establishment besides a restaurant to enjoy a great craft beer and not the typical bar atmosphere.

Thank you,  
Jodi Solomon

Sent from my iPhone

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut pub

**From:** cavan [mailto:cavan@lisco.com]  
**Sent:** Tuesday, November 17, 2015 7:21 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut pub

I am in support of having the Peanut pub move into the old Georges building.

Sent from my U.S. Cellular® Smartphone

## Ronda Brown

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**From:** George Wesselhoft  
**Sent:** Friday, November 20, 2015 9:42 AM  
**To:** Ronda Brown  
**Subject:** FW: Peanut Pub - Zoning

**From:** Matthew Olson [mailto:ole4isu@hotmail.com]  
**Sent:** Tuesday, November 17, 2015 3:25 PM  
**To:** George Wesselhoft <gwesselhoft@cityofpella.com>  
**Subject:** Peanut Pub - Zoning

I'm a resident of Pella where I live, work, and raise kids. I very much appreciate this thriving small town, the nice things we have, and the pleasant atmosphere we have. As an outsider from Webster City, I would also say we have a busy and booming community that always seems to be growing and improving with nice restaurants, retailers, and a nice small town square. I would like to extend my support for the Peanut Pub's request to open an establishment in our downtown right in the middle of where everything is happening as I think it would draw more people to the community and also offer another variety in entertainment as I've seen quite a few activities and good reviews around the Oskaloosa location and I've visited myself and found it to be a nice place.

Are you the right person to send this note to?

Thanks,

Matt Olson  
1424 Broadway St.  
Pella, IA 50219



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THE  
**CITY of PELLA**

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**STAFF MEMO TO COUNCIL**

ITEM NO: B-3

SUBJECT: Appointment of Jane Smith to the Board of Adjustment

DATE: December 1, 2015

**BACKGROUND:**

Jane Smith is interested in serving on the Board of Adjustment to fill the former position of the late Byron Vander Molen. Jane is a long time resident of Pella and owns a design company. Jane resides with her family at 508 W 1<sup>st</sup>.

The term Jane is filling would expire on January 1, 2019.

ATTACHMENTS: None

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve the Appointment.



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THE  
**CITY of PELLA**  

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**STAFF MEMO TO COUNCIL**

ITEM NO: D-1a & 1b

SUBJECT: Resolution Approving and Authorizing Execution of a Development Agreement with Pella Corporation

DATE: December 1, 2015

**BACKGROUND:** This resolution authorizes the City of Pella to enter into a loan agreement with Pella Corporation. In addition, the resolution also approves an economic development agreement with the Iowa Economic Development Authority's (IEDA) in which the City will serve as the local government entity. The purpose of both agreements is to provide the local match required for the IEDA High Quality Jobs Program through which Pella Corporation has qualified for economic development assistance in the amount of \$152,000.

**Background Information**

Pella Corporation is a family-owned and professionally managed privately-held company, headquartered in Pella for more than 90 years. Pella Corporation is seeking direct economic assistance from the Iowa Economic Development Authority in an effort to continue with their innovative Insynctive platform launch. As part of the platform, Pella Corporation will continue leading the fenestration industry through integrated sense, shading and venting technology solutions.

**Project Description**

In order to continue the development of the platform, Pella Corporation plans to invest \$8.6 million dollars in total project cost. In addition, they also plan to create an additional 38 high quality jobs which are needed to support the project. To assist with this development, Pella Corporation is requesting \$152,000 in economic development incentives from the State of Iowa. In order to secure the state's financial incentive package, Pella Corporation is required to have a community local match of 20% or \$30,400.

**Iowa Economic Development Authority Proposed Incentives and Required Local Match**

In order to encourage the continued development of the Insynctive platform resulting in the creation of 38 additional jobs, the Iowa Economic Development Authority has approved a preliminary financial incentive package of \$152,000, which is subject to the local match requirements for direct financial assistance. To be eligible for the financial incentives from the Iowa Economic Development Authority, Pella Corporation must secure a local match equivalent to 20% of the direct financial assistance provided by the IEDA, which equates to \$30,400.

Listed on the following page is a comparison of the financial incentives proposed by IEDA and the City of Pella:

Financial Incentive	IEDA Contribution	City of Pella Contribution
Forgivable Loan	\$152,000	\$30,400

### Summary of Key Terms of the City’s Proposed Loan Agreement

Listed below is a summary of the key terms of the proposed loan agreement with Pella Corporation:

- 1) The agreement is contingent upon the developer securing a grant agreement from the Iowa Economic Development Authority through the High Quality Jobs Program. In addition, Pella Corporation would be required to invest approximately \$3.3 million in equipment and \$5.3 million in research and development for a total project cost of \$8.6 million, thereby creating 38 additional high quality jobs.
- 2) To assist the Developer with the project, the City would offer the following financial incentives:
  - A) \$30,400 forgivable loan subject to Council approved terms and conditions in the City’s development agreement which would be payable from the Pella Business Corridor Urban Renewal Area TIF Fund.
  - B) The forgivable loan will be forgiven at the rate of 20% of the total amount of the Forgivable Loan initially granted to Developer, per year, for five years, beginning December 31, 2016.
  - C) The developer must fulfill the City’s applicable legislative requirements, including state agency approvals.
- 3) Pella Corporation has been awarded economic development assistance under the IEDA High Quality Jobs Program. Section 4 incorporates the IEDA agreement into the City’s loan agreement through inclusion as Exhibit F. The IEDA agreement sets forth requirements for Pella Corporation for economic development assistance by way of a \$152,000 forgivable loan over the course of 5 years. It should be noted, the City of Pella’s main obligation in this agreement is to provide the community local match of \$30,400. Furthermore, the City’s liability under this agreement is limited to events related to the required local match.

### Summary

If approved by Council, this resolution authorizes approval of the loan agreement in the amount of \$30,400, forgivable over 5 years, beginning December 31, 2016. The resolution also authorizes approval of the IEDA agreement, which is included in the loan agreement as Exhibit F.

ATTACHMENTS: Resolution, Loan Agreement

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve Resolution.

**(These agenda item(s) should be incorporated with the other items in your regular agenda and posted/published as required.)**

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Pella in the State of Iowa.  
Date of Meeting: December 1, 2015.  
Time of Meeting: 7:00 P.M.  
Place of Meeting: Council Chambers, 614 Main Street, Pella, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Pella Business Corridor Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Pella Corporation.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Pella and Pella Corporation.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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City Clerk, City of Pella in the State of Iowa

December 1, 2015

The City Council of the City of Pella in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, 614 Main Street, Pella, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Pella and Pella Corporation, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PELLA AND PELLA CORPORATION", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF PELLA AND PELLA  
CORPORATION

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Pella Business Corridor Urban Renewal Area (the "Area" or "Urban Renewal Area"), which unified several urban renewal areas of the City consisting of the Molengracht, West Interchange and Southgate Urban Renewal Areas. The Pella Business Corridor Urban Renewal Plan has been further amended 5 times, most recently by Amendment No. 5 approved by Resolution No. 5371 on August 20, 2013, and the plan, as amended, is hereinafter referred to as the "Urban Renewal Plan" or "Plan"; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Marion County, Iowa; and

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

WHEREAS, the City has received a proposal from Pella Corporation (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to engage in certain Economic Development activities (as defined in the Agreement) on certain real property located within the Pella Business Corridor Urban Renewal Area as defined and legally described in the Agreement and consisting of investing in machinery and equipment, research and development, and the creation of 38 High Quality jobs, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make a Forgivable Loan in the amount of Thirty Thousand Four Hundred Dollars (\$30,400) to be forgiven at the rate of 20% of the total amount of the Forgivable Loan initially granted to Developer, per year, for five (5) years, beginning on December 31, 2016 and ending on December 31, 2020, subject to the terms and conditions outlined in the proposed Development Agreement.

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law

and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement (including but not limited to Exhibit F), the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this

meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to executing the related Economic Development Assistance Contract by and among Pella Corporation, the City of Pella, and the Iowa Economic Development Authority, Contract Number: 15-DF-053, which is Exhibit F to the Agreement.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF MARION )

I, the undersigned City Clerk of the City of Pella, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate 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 public hearing 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 the agenda being attached hereto) 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 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk, City of Pella, State of Iowa

(SEAL)

LOAN AGREEMENT

By and Between

CITY OF PELLA, IOWA

AND

PELLA CORPORATION

\_\_\_\_\_, 2015

## LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF PELLA, IOWA, a municipality ("City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 ("Urban Renewal Act") of the Code of Iowa, 2015, and PELLA CORPORATION, an Iowa corporation having offices for the transaction of business at 102 Main Street, Pella, IA 50219 ("Developer"). The City and Developer are the Parties to this Agreement.

### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Pella Business Corridor Urban Renewal Area (the "Area" or "Urban Renewal Area"), which unified several urban renewal areas of the City consisting of the Molengracht, West Interchange and Southgate Urban Renewal Areas. The Pella Business Corridor Urban Renewal Plan has been further amended 5 times, most recently by Amendment No. 5 approved by Resolution No. 5371 on August 20, 2013, and the plan, as amended, is hereinafter referred to as the "Urban Renewal Plan"; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Marion County, Iowa; and

WHEREAS, the City has adopted Ordinance No. 879, and related prior ordinances, (the "Ordinance") under which incremental tax revenues from the Urban Renewal Area are to be deposited into a special tax increment fund of the City pursuant to Section 403.19 of the Code; and

WHEREAS, the City has been presented with a proposal to be undertaken by the Developer to invest in a Project on the property legally described on the attached Exhibit A (the "Development Property") which is located within the Urban Renewal Area; and

WHEREAS, under the terms of the proposal the Developer will undertake certain improvement activities as described on the attached Exhibit B on the Development Property in return for a forgivable loan as specified in Article VIII of this Agreement; and

WHEREAS, the City Council has found the Project to be consistent with the objectives of the Plan for the Urban Renewal Area and has further found that the use of City funds to finance the Forgivable Loan is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapters 15A and 403.

NOW, THEREFORE, the City and the Developer, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the Pella Business Corridor Urban Renewal Area, as amended.

City means the City of Pella, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Developer means Pella Corporation and each permitted assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Forgivable Loan means the payment to be made by the City to Developer under Article VIII of this Agreement.

Full-Time Equivalent Employment Unit means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other

means of aggregation or combination of hours worked by more than one natural person.

Project shall mean the investment in or on the Development Property and the creation and retention of jobs, as described in this Agreement and Exhibit B hereto.

Promissory Note shall mean the promissory note executed by Developer as described in this Agreement and attached hereto as Exhibits C.

State means the State of Iowa.

State Agreement means the Economic Development Assistance Contract made through the High Quality Jobs Program by and among Pella Corporation, the City of Pella, and the Iowa Economic Development Authority, a copy of which will be attached hereto as Exhibit F upon execution by the parties.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is a corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Reserved.

f. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

g. Developer agrees to occupy and continue its business operations at the Development Property until at least the Termination Date.

h. Developer would not undertake its obligations under this Agreement without the payment by the City of the Forgivable Loan being made to Developer pursuant to this Agreement.

### ARTICLE III. PROJECT INVESTMENT

Section 3.1. Project Investment. Developer agrees that it will invest at least \$8.615 million in machinery and equipment and research and development expenses related to its Insyctive platform launch, the headquarters of which is on the Development Property. Developer agrees that the scope and scale of the Project shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to Exhibit B, hereto.

Section 3.2. Commencement and Completion of Project. The financial investment described in Section 3.1 shall be initiated in 2015 and completed by December 31, 2018.

### ARTICLE IV. GRANT AGREEMENT

Section 4.1 Grant from the Iowa Economic Development Authority. The Developer has been awarded a grant from the Iowa Economic Development Authority through the High Quality Jobs Program, which will be used to fund the Project on the Development Property. The incentives provided under this Agreement are intended to constitute the local community match described in the State Agreement.

Section 4.2 Repayment. The State Agreement is included as Exhibit F to this Agreement. Should the City fail to perform under the State Agreement due to the Developer's non-compliance with this Agreement, the State Agreement in Exhibit F, or another separate agreement entered into between the parties, the Developer shall indemnify and hold the City harmless from any loss, including repayment of any grant monies, arising out of or related to the City's failure to fulfill the terms of the State Agreement.

### ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer will provide and maintain or cause to be maintained builder's risk, property damage, and liability insurance coverage with respect to the Development Property in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverage as the City may reasonably request, and shall provide evidence of such coverage to the City upon request.

### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep the Development Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project, and

Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Project.

Section 6.4. Non-Discrimination. With respect to this Project, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6 Employment. From the Commencement Date through October 31, 2018, Developer shall employ at least 2,128 Full-Time Equivalent Employment Units at the Development Property. From November 1, 2018 through the Termination Date of this Agreement, Developer shall employ at least 2,166 Full-Time Equivalent Employment Units at the Development Property. Developer's Annual Certifications, due on October 15, 2016, and continuing until the Termination Date, shall show that Developer has satisfied the above stated employment requirements by retaining a Monthly Average of 2,128 Full-Time Equivalent Employment Units at the Development Property through October 31, 2018 and a Monthly Average of 2,166 Full-Time Equivalent Employment Units at the Development Property through the Termination Date. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (i.e. for the first annual certification, on November 1, 2015 through October 1, 2016). Developer shall provide information as reasonably requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months (beginning with the Annual Certification due October 15, 2016); (iii) the financial investment in the Project was initiated in 2015 and substantially completed by December 31, 2018; and (iv) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said

officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2016 and ending on October 15, 2020, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit D for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will maintain its operations at the Development Property until the Termination Date of this Agreement.

Section 6.9. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

Developer and its permitted successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

c. The assessment category for the Development Property is commercial/ industrial and Developer shall not take any action to request or effect a change in such category.

#### ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose

that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### ARTICLE VIII. FORGIVABLE LOAN

Section 8.1. Forgivable Loan. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan and Section 15A of the Iowa Code, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to Developer in the amount of Thirty Thousand Four Hundred Dollars (\$30,400) (the "Forgivable Loan"). Such loan shall be made as soon as possible after all the Conditions Precedent in Section 8.2 are satisfied.

Section 8.2 Conditions Precedent. Notwithstanding the provisions of Section 8.1, the City's obligation to grant Developer the Forgivable Loan under this Agreement shall be subject to satisfaction of the following Conditions Precedent:

- a. the Developer shall be in material compliance with all the terms and provisions of this Agreement, including but not limited to the employment obligations in Section 6.6; and
- b. Developer, the City, and the State shall have entered into the State Agreement;  
and
- c. Developer shall have executed a Promissory Note as provided in Section 8.5 below and in the form attached as Exhibit C; and
- d. Developer shall have requested, in writing, payment of the Forgivable Loan by the City.

Section 8.3. Forgiveness of the Forgivable Loan. The Forgivable Loan shall be forgiven at the rate of 20% of the total amount of the Forgivable Loan initially granted to Developer, per year, for five (5) years beginning on December 31, 2016 and ending on December 31, 2020, assuming:

- a. Developer is in compliance with all terms, conditions and obligations of this Agreement as of the date the loan forgiveness is to be granted, including but not limited to the employment obligations in Section 6.6; and
- b. The financial investment in the Project was initiated in 2015 and will be or has been substantially completed by December 31, 2018; and
- c. The Insyctive platform project remains in operation; and

d. Developer has paid all ad valorem taxes due with respect to the Development Property; and

e. Developer has timely filed the Annual Certifications required under Section 6.7 hereof and the Council approves thereof.

The City will, on an annual basis beginning on December 1, 2016, make a determination that Developer is in compliance with the terms, conditions and obligations of this Agreement, (and Developer will supply to the City the Annual Certification and any other substantiation documentation reasonably requested by the City in order to make this determination) and will notify Developer by each December 1 if the Developer does not qualify for that year's loan forgiveness.

Section 8.4. Forgivable Loan Default. If the Forgivable Loan, or any part thereof, is not forgiven nor repaid by Developer pursuant to the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

Section 8.5. Promissory Note.

a. The Developer will execute a Promissory Note in the form attached as Exhibit C to this Agreement as a condition precedent to the grant of the Forgivable Loan (See Article VIII, Section 8.2(c)). Assuming Developer's compliance with this Agreement, the Promissory Note will be reduced by 20% of the initial balance of the Forgivable Loan by each December 31 for five (5) years, beginning December 31, 2016. The City will provide notice to Developer by December 1 if Developer fails to qualify for that year's loan forgiveness as described in this Article.

b. Should Developer fail to qualify for loan forgiveness in whole or in part during any year, the remaining balance of the loan that has not been forgiven will become immediately due and payable within 30 days of the time the City shall send notice to the Developer of Developer's failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

Section 8.6 Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists. No outstanding balance will exist upon occurrence of any of the following:

a. The entire Forgivable Loan has been forgiven;

b. The Developer has paid the City the full amount of the Forgivable Loan; or

c. A portion of the Forgivable Loan has been forgiven, and the Developer has paid the entire remaining balance of the Forgivable Loan to the City.

Section 8.7. Maximum Amount. The total amount of the Forgivable Loan paid by the

City shall not exceed \$30,400. The Forgivable Loan is only for the Project described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

#### ARTICLE IX. RESERVED

#### ARTICLE X. INDEMNIFICATION

##### Section 10.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the "Indemnified Parties") from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement).

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. The provisions of this Article X shall survive the termination of this Agreement.

#### ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to invest in the Project or continue its operations pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with Sections 6.6 of this Agreement;

c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

- d. Failure by Developer to pay ad valorem taxes on the Development Property;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
  - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. make an assignment for the benefit of its creditors; or
  - iii. admit in writing its inability to pay its debts generally as they become due;or
  - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Development Property, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Loan Forgiveness Contingent. The loan forgiveness set out in Article VIII is wholly contingent upon the Developer and its successors being and remaining in compliance with the obligations, responsibilities, and covenants of this Agreement. Under no circumstances will the Developer be entitled to, or have a claim of interest in, any past loan forgiveness for a year in which Developer was not entitled to receive that year's loan forgiveness.

Section 11.3. Developer Breach. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Developer, the City may, among any other available remedy: (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Developer, or (iii) demand payment in full of any outstanding balance for the Forgivable Loan,

or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 11.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.6. Agreement to Pay Attorneys' Fees and Expenses.

- a. Developer and the City shall each pay for its own attorney's fees associated with the drafting and execution of this Agreement; and
- b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered to Pella Corporation at 102 Main Street, Pella, IA 50219, Attn: Larry Ehlinger, General Manager, Insynctive;

- b. In the case of the City, is addressed to or delivered personally to the City at 825 Broadway, Pella, IA 50219, Attn: Mike Nardini, City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after January 1, 2021, unless terminated earlier under the provisions of this Agreement.

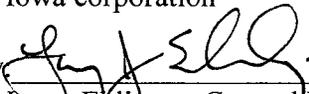
Section 12.9 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Administrator, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

*[Remainder of page intentionally left blank; signature pages follow]*

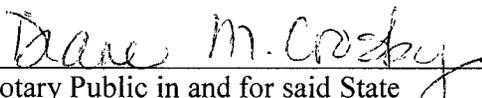


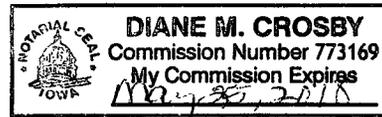
PELLA CORPORATION,  
an Iowa corporation

By   
Larry Ehlinger, General Manager, Insynctive

STATE OF IOWA            )  
  ) SS  
COUNTY OF MARION    )

On this 13 day of November, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Larry Ehlinger, to me personally known, who, being by me duly sworn, did say that he is the General Manager, Insynctive of Pella Corporation, and that said instrument was signed on behalf of said corporation; and that the said General Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

  
Notary Public in and for said State



*[Signature page to Forgivable Loan Agreement – Pella Corporation]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as follows:

S PELLA B 12,13 S RR & VAC MAIN BET OSK & S ST&B 14 EXC L 5,6, 7 & VAC ALLEY ADJ & S ANNEX L 8,9,10,11; PLAT OF L 12,13 OF S ANNEX & PLAT OF L C, D OF SE1/4 SEC 10 & PT W1/2 SE1/4 & PT E1/2 SW1/4 & PT RR ROW ADJ TO N & VAC SOUTH ST BET BROADWY & 2ND & VAC BROADWAY BET S PELLA B 14&15 & E130' VAC E-W ALLEY BET L 12,13&14 B 15 & E140' VAC E-W ALLEY BET L 1,2& 11 B 15 & S ANNEX L5 N 200' & S ANNEX L5 S208' & ALL L6 & S ANNEX L7 COM NE COR W95' S 133.5' E31.75' S53.5' E63.25' N187' TO BEG & S PELLA L5 E60' B14 & S PELLA L6 W40' B14 & S PELLA L5 W10' & E30' L6 B14 & S PELLA L7 B14

Marion County Parcel Nos.: 1699300410

**EXHIBIT B**  
**PROJECT**

The Project consists of investing \$8.615 million in machinery and equipment (\$3.365 million) and research and development (\$5.250 million) related to its Insynctive platform launch. The development of this Project is headquartered on the Development Property, and the identified investment will begin in 2015 and be completed by 2018. The Project will result in the creation of 38 High Quality jobs to be employed at the Pella, Iowa location.

EXHIBIT C  
PROMISSORY NOTE

\$30,400 \_\_\_\_\_, 2015

FOR VALUE RECEIVED, PELLA CORPORATION (the "Borrower") agrees and promises to pay to the order of the CITY OF PELLA (the "Lender") the sum of Thirty Thousand Four Hundred Dollars (\$30,400), which is the total amount of the Forgivable Loan as defined in that certain Loan Agreement dated \_\_\_\_\_, 2015 between Borrower and Lender ("Loan Agreement"). The following are the terms of this Promissory Note ("Note").

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Loan Agreement, unless this Promissory Note is forgiven or cancelled pursuant to the terms of the Loan Agreement. If Lender does not forgive or cancel this Promissory Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Loan Agreement, or if Borrower defaults under any term or condition of the Loan Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Promissory Note and the Loan Agreement.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Promissory Note.

3. Any default under the Loan Agreement after the expiration of any applicable cure periods as stated in the Loan Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Promissory Note with interest accruing at an annual rate of 4% beginning 30 days following Lender's demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Promissory Note.

4. If this Promissory Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Promissory Note, including, without limitation, court costs, and attorneys' fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Promissory Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

7. This Promissory Note is also subject to the terms and conditions of the Loan Agreement.

**IMPORTANT: READ BEFORE SIGNING: The terms of this Promissory Note and the Loan Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Promissory Note only by another written agreement.**

PELLA CORPORATION,  
An Iowa corporation

By: [Signature]  
Larry Ehlinger, General Manager, Insynctive

STATE OF IOWA            )  
  ) SS  
COUNTY OF MARION    )

On this 13 day of November, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Larry Ehlinger, to me personally known, who, being by me duly sworn, did say that he is the General Manager, Insynctive of Pella Corporation, and that said instrument was signed on behalf of said corporation; and that the said General Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

[Signature]  
Notary Public in and for said State



**EXHIBIT D**  
**DEVELOPER ANNUAL CERTIFICATION**  
**(due before October 15<sup>th</sup> as required under terms of Loan Agreement)**

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Loan Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The number of Full-Time Equivalent Employment Units employed at the Development Property as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May 1, 20__ : _____	November 1, 20__ : _____

The “Monthly Average” means the number of Full-Time Equivalent Employment Units as of the 1<sup>st</sup> of each of the 12 months and divided by 12.

(iii) The required financial investment in the Project was initiated in 2015 and will be/has been substantially completed by December 31, 2018.

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

*[Remainder of page intentionally left blank-signature page to follow]*

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PELLA CORPORATION,  
An Iowa corporation

By: \_\_\_\_\_  
Larry Ehlinger, General Manager, Insynctive

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF MARION    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Larry Ehlinger, to me personally known, who, being by me duly sworn, did say that he is the General Manager, Insynctive of Pella Corporation, and that said instrument was signed on behalf of said corporation; and that the said General Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

**Attachments: Proof of payment of taxes**

EXHIBIT E  
[RESERVED]

EXHIBIT F  
[State Agreement]

01125154-1\10994-126

***ECONOMIC DEVELOPMENT  
ASSISTANCE CONTRACT***

**BY**

**PELLA CORPORATION,**

**THE CITY OF PELLA,**

**AND THE**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

**CONTRACT NUMBER: 15-DF-053**

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ARTICLE 5:	SECURITY REQUIREMENTS
ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
ARTICLE 8:	COVENANTS OF THE COMMUNITY
ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
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### CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJTC-060 and 15-HQJDF-060
Exhibit B-2	High Quality Jobs Program – Project Completion Assistance Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
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# *Economic Development Assistance Contract*

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RECIPIENT:	PELLA CORPORATION
COMMUNITY:	CITY OF PELLA
CONTRACT NUMBER:	15-DF-053
AWARD DATE:	JUNE 19, 2015
AWARD AMT. – FINANCIAL ASSISTANCE	\$152,000

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This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and Pella Corporation (Recipient), 102 Main Street, Pella, IA 50219 and the City of Pella (Community), 825 Broadway Street, Pella, IA 50219.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

## **ARTICLE 1: CONTRACT DURATION**

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This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

## **ARTICLE 2: DEFINITIONS**

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The following terms apply to this Contract:

*"Affiliate"* means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

*"Award"* means any and all assistance provided by IEDA for the Project under this Contract.

*"Award Date"* means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

*"Award Funds"* means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

*"Base Employment Level"* means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

*"Benefits"* means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

*"Brownfield site"* means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not

include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

*“Contract Effective Date”* means the latest date on the signature page of this Contract.

*“Contract End Date”* means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

*“Created Job”* means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

*“Forgivable Loan”* means a form of an Award made by IEDA to the Recipient for which repayment is eliminated in part or entirely if the Recipient satisfies the terms of this Contract.

*“Full-Time Equivalent job,” “FTE,”* or *“full-time”* means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

*“Grayfield site”* means a property meeting all of the following requirements:

a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:

(1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.

(2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.

(3) The property is currently being used as a parking lot.

(4) The improvements on the property no longer exist.

c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

*“Job Obligations”* means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job

Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level.

*"Laborshed Wage"* means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

*"Loan"* means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

*"Maintenance Period"* means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

*"Maintenance Period Completion Date"* means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

*"Person"* means as defined in Article 6.1(g) of this Contract.

*"Project"* means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

*"Project Completion Assistance"* means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

*"Project Completion Date"* means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

*"Project Completion Period"* means the period of time between the Award Date and the Project Completion Date.

*"Qualifying Jobs"* are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

*"Qualifying Wage Threshold"* means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

*"Recipient's Employment Base"* means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.

*"Retained Job"* means an existing job that meets the Qualifying Wage Threshold Requirements and

would be eliminated or moved to another state if the Project did not proceed in Iowa.

“*Sufficient Benefits*” means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical and dental plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical and dental plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“*Tax Incentives*” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“*Total Project Cost*” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

**ARTICLE 3: AWARD TERMS**

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**3.1 Total Award Amount.** The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

PROJECT COMPLETION ASSISTANCE	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Forgivable Loan	\$152,000
<b><i>TOTAL FINANCIAL ASSISTANCE:</i></b>		<b><i>\$ 152,000</i></b>

**3.2 Terms and Conditions of Award.** The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-2            High Quality Jobs Program – Project Completion Assistance Component Special Conditions

**ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS**

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**4.1 Direct State Financial Assistance – Disbursements of Award Funds.**

(a) *Conditions to Disbursement.* The obligation of IEDA to disburse funds under this Contract shall be subject to the conditions described in this Article 4.

(b) *Process to Request Disbursement of Award Funds.* Recipient shall prepare, sign and submit

disbursement requests and reports as specified in this Contract in the form and content required by IEDA. Recipient shall verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs.

(c) *Documents Submitted.* Funds will not be disbursed until IEDA has received the documents described in section 4.3 below as well as the following additional documents, properly executed and completed and approved by IEDA as to form and substance:

1. *Security Documents.* The fully executed Security Documents required in Article 5.
2. *Promissory Note(s).* The Promissory Note(s) required and described in the exhibit(s).
3. *Requests for Disbursement.* All disbursements of Award Funds shall be subject to receipt by the IEDA of requests for disbursement, in form and content acceptable to IEDA, submitted by the Recipient. All requests shall include documentation of costs that have been paid or costs to be paid immediately upon receipt of Award proceeds.

(d) *Prior Costs.* No expenditures made prior to the Award Date may be included as Project costs. No funds will be disbursed for expenditures prior to the Award Date.

(e) *Cost Variation.* In the event that the actual cost of the Project is less than the Total Project Cost specified in Exhibit C, the Award Funds specified in Article 3.1 shall be reduced at the same ratio as the reduction in the actual cost of the Project bears to the Total Project Cost specified in Exhibit B. Any funds previously disbursed by IEDA in excess of the reduced Award Funds to be provided by IEDA shall be returned to IEDA immediately upon receipt by Recipient's of a written request by IEDA for repayment.

(f) *Investment of Award Funds.*

1. In the event that the Award Funds are not immediately utilized, temporarily idle Award Funds held by the Recipient may be invested, provided that such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Award Funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Award Funds.

2. Within ten (10) days of receipt of a written request from IEDA, Recipient shall inform IEDA in writing of the amount of unexpended Award Funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise. Recipient shall return to IEDA all unexpended Award Funds remaining, including accrued interest, after all allowable Project costs have been paid or obligated within thirty (30) days after the Project Completion Date.

#### **4.3 Documents required.**

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(h) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if either of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced,

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

**4.4 Suspension, Reduction or Delay of Award.** Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(b) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities IEDA has the discretion to reduce or eliminate some or all of the Award.

(c) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

**4.5 Closing Cost Fee.** Upon execution of the contract and prior to the issuance of a tax credit number

or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

**ARTICLE 5: RESERVED.**

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**ARTICLE 6: REPRESENTATIONS AND WARRANTIES**

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**6.1 Representations of Recipient.** The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

## **6.2 Representations of Community.**

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

**ARTICLE 7: COVENANTS OF THE RECIPIENT**

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For the duration of this Contract, the Recipient covenants to IEDA as follows:

**7.1 Project Performance Obligations.**

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C - Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		<b>COMPLIANCE MEASUREMENT POINT</b>		<b>COMPLIANCE MEASUREMENT POINT</b>	
<b>Award Date</b>	<b>Project Completion Period</b>	<b>Project Completion Date</b>	<b>Maintenance Period</b>	<b>Maintenance Period Completion Date</b>	<b>Contract Closeout</b>

<p><b>“Award Date”</b> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.</p>	<p><b>“Project Completion Period”</b> is the period of time between the Award Date and the Project Completion Date.</p>	<p><b>“Project Completion Date”</b> is the date defined in Exhibit D by which the Recipient must complete the Project.</p> <p>At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.</p>	<p><b>“Maintenance Period”</b> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.</p>	<p><b>“Maintenance Period Completion Date”</b> is the date defined in Exhibit D on which the Maintenance Period ends.</p> <p>At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.</p>	<p>IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.</p> <p><b>“Contract End Date”</b> is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.</p>
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(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

**7.2 Taxes and Insurance.**

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

**7.3 Preserve Project and Protect Security.**

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good

repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

#### 7.4 **Recipient Changes.**

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA. The transfer of shares among family members or their trusts will not require advance notice to IEDA.

#### 7.5 **Required Reports.**

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<b><u>Report</u></b>	<b><u>Due Date</u></b>
<b><u>Annual Project Status Report</u></b> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 <sup>st</sup> for the period ending June 30th
<b><u>End of Project Report</u></b> The End of Project Report will collect	Within 30 days of Project Completion Date

information from the Recipient about the completed Project.	
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

**7.6 Compliance with Laws.**

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

**7.7 Inspection and Audit.** The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

- (a) Conduct site visits and inspect the Project.
- (b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

#### **7.8 Maintenance and Retention of Records.**

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

#### **7.9 Required Notices from Recipient to IEDA.**

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

**7.10 Indemnification.** The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;

(b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach

by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;

(c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and

(d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

**7.11 Repayment of Unallowable Costs.** Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

**7.12 Reserved.**

## **ARTICLE 8: COVENANTS OF THE COMMUNITY**

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For the duration of this Contract, the Community covenants to IEDA as follows:

**8.1 Local Match.** The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

**8.2 Notice to IEDA.** In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

## **ARTICLE 9: DEFAULTS AND REMEDIES**

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**9.1 Default by Recipient.** An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than five (5) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in

any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event

of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.

(d) *Pro Rata Repayment Permitted in Certain Circumstances.* Barring any other Event of Default, IEDA may permit pro rata repayment of the Project Completion Assistance received if the default is due solely to one of the following circumstances:

1. *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received. The amount to be repaid is calculated based on the number of jobs that are at or above the Qualifying Wage Threshold Requirement. Repayment of any amounts due will be at the rate of \$4,000.00 per unfilled job. This per job rate is calculated as follows: \$152,000 Forgivable Loan Award Amount divided by 38 jobs to be created.

For example, if the Recipient is short by 10 jobs the amount to be repaid is \$4,000.00 per job multiplied by 10, for a total due of \$40,000.00. Interest shall apply as described in paragraph 9.1(e).

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

2. *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional portion of the Project Completion Assistance received for the number of jobs it failed to maintain. The amount to be repaid will be calculated as described in subsection 1 above.

3. *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Description of Project and Award Budget, by the Project Completion Date, Recipient shall repay a portion of the Project Completion Assistance received based on the amount of shortfall in comparison to the required Total Project Cost. For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the Award amount received must be repaid, plus 6% interest calculated from the date of first disbursement of Award Funds.

4. *Repayment Amount If Both Shortfall In Job Obligations and Less Than Total Project Cost.* If the Recipient experiences a shortfall in its Job Obligations and the Total Project Cost is less than required, Recipient shall repay to IEDA the greater of the amount owed for the job shortfall or the amount owed for the investment shortfall.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

**9.2 Default by Community.** An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.
2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

## **ARTICLE 10: MISCELLANEOUS.**

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### **10.1 Choice of Law and Forum; Governing Law.**

(a) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without regard to principles of conflicts of laws.

**10.2 Contract Amendments.** Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

**10.3 Notices.** Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

*To the Recipient at:*

Pella Corporation  
Kevin Gaul  
102 Main Street  
Pella, IA 50219

E-mail: gaulkj@pella.com  
Telephone: 641.621.3933  
Facsimile: 641.621.3827

*To the IEDA at:*

Iowa Economic Development Authority  
Compliance  
200 East Grand Avenue  
Des Moines, Iowa 50309  
Attention: Business Development - Compliance

E-mail: Compliance@iowa.gov  
Telephone: 515.725.3000  
Facsimile: 515.725.3010

*To the Community at:*

City of Pella  
Jim Mueller

825 Broadway Street  
Pella, IA 50219

E-mail: mayor@cityofpella.com  
Telephone: 641.628.4173

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Article and a confirmation of such facsimile has been received by the sender, (ii) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Article.

**10.4 Headings.** Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

**10.5 Final Authority.** The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

**10.6 Waivers.** No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

**10.7 Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**10.8 Survival of Representations.** All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

**10.9 Severability of Provisions.** Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

**10.10 Successors and Assigns.** This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

**10.11 Nonassignment.** This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA.

**10.12 Termination.** This Contract can be terminated under any of the following circumstances:

- (a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.
- (b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

**10.13 Documents Incorporated by Reference.** The following documents are incorporated by reference and considered an integral part of this Contract:

- 1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJTC-060 and 15-HQJDF-060
- 2. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
- 3. Exhibit C - Description of the Project and Award Budget
- 4. Exhibit D - Job Obligations
- 5. Exhibit E- Reserved
- 6. Exhibit F - Reserved

**10.14 Order of Priority.** In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

- 1. Article 1 - 10 of this Contract.
- 2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJTC-060 and 15-HQJDF-060
- 3. Exhibit B-2 High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
- 4. Exhibit C - Description of the Project and Award Budget
- 5. Exhibit D - Job Obligations
- 6. Exhibit E - Reserved
- 7. Exhibit F - Reserved

**10.15 Integration.** This Contract contains the entire understanding between the Parties relating to the Project and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective

Date).

**FOR IEDA:**

BY:

\_\_\_\_\_  
Deborah V. Durham, Director

\_\_\_\_\_  
Date

**FOR RECIPIENT:**

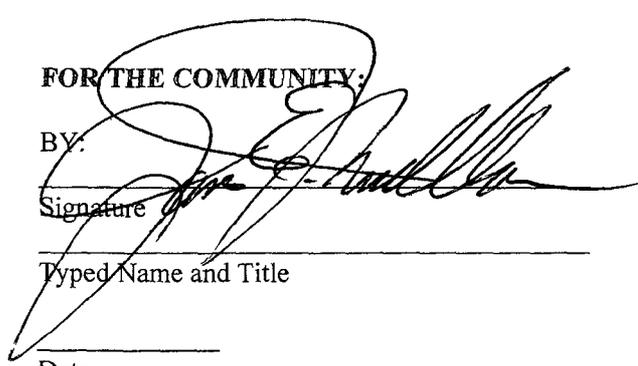
BY: 

Signature  
LARRY EHLWYER, GENERAL MANAGER  
Typed Name and Title

10-1-15  
Date

**FOR THE COMMUNITY:**

BY:

  
Signature  
\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

## LIST OF EXHIBITS

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJTC-060 and 15-HQJDF-060
- Exhibit B-2 High Quality Jobs Program – Project Completion Assistance Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Reserved
- Exhibit F - Reserved



**EXHIBIT B – 2**  
**High Quality Jobs Program – Project Completion Assistance Component**

**Special Conditions to Contract # 15-DF -053**

The following additional terms shall apply to the Contract:

**SECTION 1: ADDITIONAL DEFINITIONS.**

---

The following additional terms are defined in this Contract as follows:

*“Economically Distressed Area”* means a county that ranks among the bottom 25 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

**SECTION 2 : TERMS OF THE AWARD.**

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**2.1 Description of Award.** \$152,000 of the Award shall be from the High Quality Jobs Program - Project Completion Assistance Component.

**2.2 Form of Assistance.** The Award, or portion thereof, made through the High Quality Jobs Program - Project Completion Assistance Component shall be in the following form(s):

(a) *Reserved.*

(b) *Forgivable Loan.* The Forgivable Loan shall be awarded to Recipient on the following terms and conditions:

1. Amount: \$ 152,000.
2. Interest Rate: 0 %; Interest accrues from the date of first disbursement of funds.
3. Term: 60 months.
4. *Promissory Note.* The obligation to repay the Forgivable Loan shall be evidenced by a Promissory Note executed by the Recipient.
5. *Terms of Forgiveness.* This Forgivable Loan will be forgiven if the Recipient:
  - (i) Completes the Project Performance Obligations in Article 7 of the Contract by the Project Completion Date, and
  - (ii) Maintains the Project Performance Obligations in Article 7 through the Maintenance Period Completion Date, and
  - (iii) Satisfies all other terms and of this Contract, and
  - (iv) Is not in default under this Contract.

6. *Prepayment.* The outstanding principal and accrued interest of this Forgivable Loan, or any part thereof that is not forgiven, may be prepaid in part or in full at any time without penalty.

7. *Acceleration upon Default.* If there is a failure to pay any installment of principal and interest when due, or only a portion is paid, or in the event of any other Event of Default under this Contract, the IEDA may declare the entire unpaid principal and all accrued interest immediately due and payable.

(c) *Reserved.*

**2.3 Additional Special Terms and Conditions.** The Recipient shall comply with the additional terms and conditions as a requirement of the Award, or portion thereof, described in this Exhibit:

- Award funds will be disbursed at the end of the Project Maintenance Period.

### **SECTION 3: ADDITIONAL COVENANTS**

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In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

**3.1 Job Obligations.** By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

**3.2 Wage Obligations.** The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For projects in *Economically Distressed Areas* the Qualifying Wage Threshold requirement applicable to all phases of the project is 100% of the Qualifying Wage Threshold.

(b) For all other projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

**3.3 Provide Sufficient Benefits.** The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

- End of Exhibit B – 3 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET  
(EXHIBIT C)**

**Name of Recipient:** Pella Corporation  
**Name of Community:** City of Pella  
**Contract Number:** 15-DF-053

**PROJECT DESCRIPTION**

**Pella Corporation** will expand on the Insynctive branded product line, adding motorized wood blinds, integrating sensors into the windows and automating the venting of patio doors and casement windows. The project will require additional equipment and numerous equipment modifications to allow for manufacturing and finishing of the wood blinds.

**AWARD BUDGET**

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Financial Assistance	\$152,000	Forgivable Loan <sup>1</sup> See Below	*Land Acquisition *Site Preparation *Building Acquisition *Building Construction	
Business City of Pella	\$8,432,600 \$30,400	Forgivable Loan	*Building Remodeling Lease Payments *Mfg Machinery and Equipment Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training	\$3,365,000          \$5,250,000
<b>Total</b>	<b>\$8,615,000</b>		<b>Total</b>	<b>\$8,615,000</b>

**OTHER FUNDING**

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement			
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

## EXHIBIT D – JOB OBLIGATIONS

**Recipient: Pella Corporation**  
**Community: City of Pella**  
**Contract Number: 15-DF -053**

This Project has been awarded Project Completion Assistance from the High Quality Jobs Program (HQJP) –High Quality Jobs Program (HQJP) – Financial Assistance Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

<b>HQJP JOB OBLIGATIONS</b>		<b>Employment Base</b>	<b>Jobs To Be Created</b>	<b>Total Job Obligations</b>
Project Completion Date:	June 30, 2018			
Maintenance Period Completion Date:	June 30, 2020			
<b>Total employment at project location</b>		2,128	38	2,166
<b>Average wage of total employment at project location</b>		\$26.77		
<b>Qualifying Laborshed Wage threshold requirement (per hr)</b>		\$18.62(120%)		
<b>Number of jobs at or above qualifying wage</b>		1,864	38	1,902
<b>Average Wage of jobs at or above qualifying wage</b>		\$28.15		

**Notes re: Job Obligations**

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. ) If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

**Sufficient Benefits Deductible Requirements**

Recipient shall provide Sufficient Benefits with a maximum deductible of \$750 for single coverage or \$1,500 for family coverage.



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THE  
**CITY of PELLA**  
STAFF MEMO TO COUNCIL

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ITEM NO: H-1

SUBJECT: Gateway Corridor Residential Moratorium

DATE: December 1, 2015

**BACKGROUND:**

During the Policy and Planning meetings on October 6, 2015 and November 17, 2015, the City Council discussed potential design review standards for new single and two family homes in the City's gateway corridors. While the discussion involved all of the corridors, the concern centered on Washington Street and also Main Street.

Currently, the City is in the process of forming an ad-hoc committee to review the City's gateway corridors for potential new design standards for single and two family homes. In order to give the ad hoc committee time to review this issue, Council directed staff to proceed with a moratorium on new single and two family homes in the Washington Street and Main Street Corridors.

This resolution implements a moratorium on the issuance of building permits for new single and two family (duplexes) homes in the Washington and Main Street corridors until March 1, 2016 or until the ad-hoc committee makes a recommendation to Council, whichever would occur first. The geographical area covered by the moratorium is described below:

**Washington Street Corridor**

On Washington Street from Hazel Street proceeding west to the corporate limits.

**Main Street Corridor**

On Main Street from the northern corporate limits proceeding south until the intersection of Oskaloosa Street and Main Street.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve per Council direction.

RESOLUTION NO. 5639

RESOLUTION APPROVING MORATORIUM ON THE ISSUANCE OF BUILDING PERMITS  
FOR SINGLE OR TWO FAMILY NEW CONSTRUCTION IN THE MAIN STREET AND  
WASHINGTON STREET GATEWAY CORRIDOR DISTRICTS

WHEREAS, the City Council has identified the architectural design compatibility of new single family and two family residential construction in the Gateway Corridors as a concern; and,

WHEREAS, an Ad Hoc Committee is to be appointed to review and make recommendations on architectural and design standards for new single family and two family residential construction in the Gateway Corridors; and,

WHEREAS, the Gateway Corridors of Main Street and Washington Street have been identified as of greatest geographic concern; and,

WHEREAS, the City would like to afford the Ad Hoc Gateway Corridor Committee adequate time to review and make recommendations before any further residential construction commences.

NOW, THEREFORE, it is hereby resolved by the City Council of Pella, Iowa, that a moratorium on the issuance of building permits for new single family or two family homes (duplexes) be hereby adopted at this time specifically as it pertains to the identified Gateway Corridor areas identified in Exhibit A for Main Street and Washington Street. This moratorium shall be in place until March 1, 2016 or until the ad hoc committee makes their recommendations, whichever occurs first.

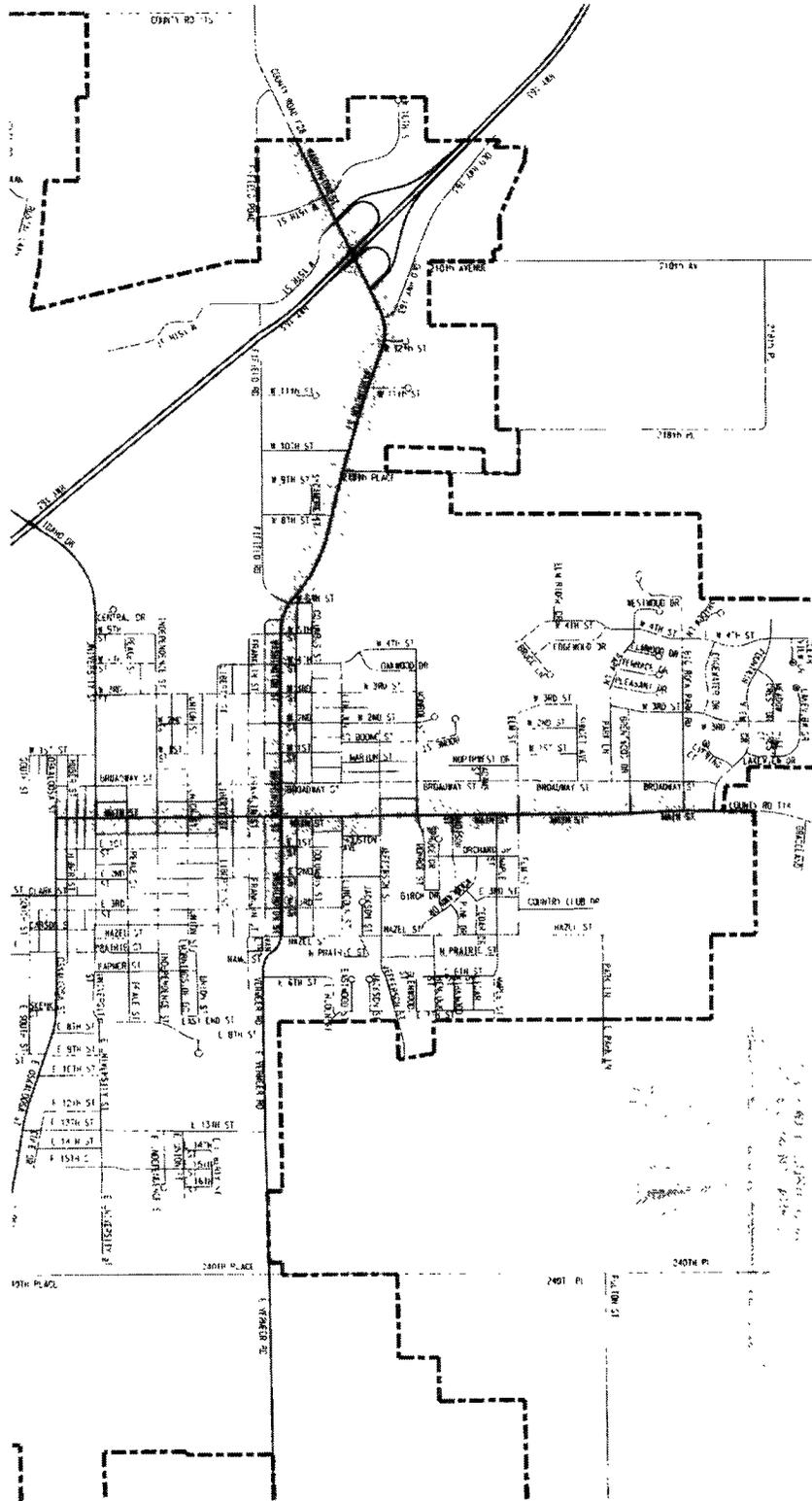
Passed and approved this 1st day of December, 2015.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

# Exhibit A





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THE  
**CITY of PELLA**  

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**STAFF MEMO TO COUNCIL**

ITEM NO: H-2

SUBJECT: Resolution Approving Change Order No. 2 with Galvanizers, Inc. for Additional Substation Materials in Connection with the West Substation Ring Bus Conversion Project.

DATE: December 1, 2015

BACKGROUND: On November 2, 2015, Council approved a contract with Galvanizers, Inc. to supply substation materials for the West Substation Ring Bus Conversion Project. Since that time, Missouri River Energy Services requested a slight change in design to the power factor correcting capacitor bank required by Midcontinent Independent System Operator (MISO) for the Red Rock Hydroelectric Project (RRHP) 69 kV transmission line. This change separates the capacitor bank from the West Substation ring bus and isolates it to the RRHP transmission line. This design provides clear separation of ownership between Pella's West Sub assets and the RRHP equipment. The materials required from Galvanizers, Inc. consists of the following material:

One 69 kV 3-Phase Bus Support (High)	\$ 901.12
Anchor Bolts	90.97
Freight	<u>29.00</u>
<b>Increase in Contract Price to Galvanizers, Inc.</b>	<b><u>\$ 1,021.09</u></b>

If Council approves this Change Order, the contract with Galvanizers, Inc would be revised as follows:

Original Contract:	\$129,933.22
CO #1	2,826.45
CO #2	<u>1,021.09</u>
<b>Revised Contract:</b>	<b><u>\$133,780.76</u></b>

This resolution approves Change Order No. 2 with Galvanizers, Inc. to supply substation materials for the West Substation Ring Bus Conversion for \$1,021.09. It should be noted, Galvanizers, Inc. has agreed to maintain their contract unit prices for this change order. These costs will be reimbursed by Western Minnesota Municipal Power Agency (WMMPA), the financial agency of MRES that is funding the Red Rock Hydroelectric Project.

ATTACHMENTS: Resolution, Change Order No. 2 with Galvanizers, Inc.

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5640

RESOLUTION ACCEPTING CHANGE ORDER NO. 2 WITH GALVANIZERS, INC. FOR FURNISHING SUBSTATION MATERIALS – STEEL STRUCTURES IN CONNECTION WITH THE WEST SUBSTATION RING BUS CONVERSION PROJECT

WHEREAS, the City of Pella owns and operates an electric utility that provides electricity to residents of the City of Pella and also to residents outside the City limits but within the service area boundary established by the State of Iowa; and,

WHEREAS, on November 2, 2015, Council awarded a contract to Galvanizers, Inc. to Furnish Substation Materials – Steel Structures for the West Substation Ring Bus Conversion Project; and,

WHEREAS, the City of Pella Electric Department is requesting Change Order No. 2 to the Contract Documents with Galvanizers, Inc. for Furnishing Substation Materials – Steel Structures; and,

WHEREAS, Change Order No. 2 with Galvanizers, Inc. is for \$1,021.09 and covers material costs associated with the West Substation Ring Bus Conversion, making the total contract cost \$133,780.76; and,

WHEREAS, Galvanizers, Inc. has agreed to maintain their contract unit prices for Change Order No. 2; and,

WHEREAS, Change Order No. 2 will maintain a substantial completion date for the material delivery of March 1, 2016; and,

WHEREAS, it is deemed in the best interest of the Electric Department to accept the terms and conditions incorporated in the Contract Documents, and to execute said Change Order No. 2 to purchase additional Furnishing Substation Materials – Steel Structures; and,

WHEREAS, execution of this Change Order No. 2 best represents the interest of the City.

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

Section 1. That Change Order No. 2 to the Contract Document with Galvanizers, Inc. in the amount of \$1,021.09 for Furnishing Substation Materials – Steel Structures relating to the West Substation Ring Bus Conversion Project be approved.

PASSED and ADOPTED this 1<sup>st</sup> day of December, 2015.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

# Change Order

No. 2

Date of Issuance: November 17, 2015

Effective Date: November 17, 2015

Project: Furnishing Substation <b>Materials</b>	Owner: City of Pella	Owner's Contract No.: NA
Contract: Furnishing Substation Materials - Steel Structures		Date of Contract: October 2, 2015
Contractor: Galvanizers, Inc.		Engineer's Project No.: 414943

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: This Change Order #2 is for the addition of one (1) 69 kV 3-phase bus support (high) at a unit price of \$901.12, 4 anchor bolts for the bus support at a lump sum price of \$90.97, and \$29.00 for additional freight costs.

**Attachments (list documents supporting change):**

E-mail strings dated 11-4-15 and 11-17-15.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 129,933.22

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 1:

\$ 2,826.45

Contract Price prior to this Change Order:

\$ 132,759.67

[Increase] [~~Decrease~~] of this Change Order:

\$ 1,021.09

Contract Price incorporating this Change Order:

\$ 133,780.76

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): March 1, 2016

Ready for final payment (days or date): March 15, 2016

[Increase] [~~Decrease~~] from previously approved Change Orders No. -- to No. --:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): March 1, 2016

Ready for final payment (days or date): March 15, 2016

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (days or date): March 1, 2016

Ready for final payment (days or date): March 15, 2016

**RECOMMENDED:**

By: [Signature]  
Engineer (Authorized Signature)

Date: 11-24-15

Approved by Funding Agency (if applicable):

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: [Signature]  
Contractor (Authorized Signature)

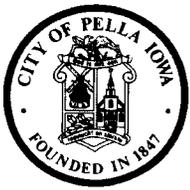
Date: 11/24/15

Date: \_\_\_\_\_

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1



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THE  
**CITY of PELLA**

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**STAFF MEMO TO COUNCIL**

ITEM NO: H-3

SUBJECT: Resolution Directing Sale of Electric Revenue Capital Loan Notes, Series 2015

DATE: December 1, 2015

**BACKGROUND:** At the November 17, 2015 meeting, Council approved taking additional action for the authorization of a loan agreement and the issuance of not to exceed \$4,000,000 Electric Revenue Capital Loan Notes and approval of the electronic bidding procedures and the official statement.

As previously discussed in detail, the proceeds from the Notes will be used to fund improvements to the municipal electric utility. The improvements include transmission improvements which include the reconfiguration of the west substation through utilization of 69kV ring bus, as well as distribution improvements which will accommodate the separation of service areas, thereby improving reliability.

On December 1, 2015, staff will receive bids for the Electric Revenue Capital Loan Notes prior to the Council meeting with the results of the bids being disclosed to Council during the meeting. This resolution awards the Notes to the bidder with the lowest true interest cost to the City of Pella. In addition, it authorizes the Mayor and City Clerk to sign the statement of contract for the Capital Loan Notes on behalf of the City of Pella. The term of the bonds is 10 years with a final maturity date of June 1, 2026.

It is important to note, our Financial Advisor, Public Financial Management and Bond Counsel, Ahlers & Cooney, have reviewed and approved the attached Resolution and sale notice.

The following is the estimated use of bond proceeds:

Transmission Improvements	\$2,300,000
Distribution Improvements	<u>1,700,000</u>
Total	<u>\$4,000,000</u>

These Notes will be payable from the net earnings of the Municipal Electric Utility and shall not constitute general obligations or be payable in any manner by taxation by the City of Pella.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Administration

REPORT REVIEWED BY: City Administrator  
City Clerk

RECOMMENDED ACTION: Approve resolution.

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:           The City Council of the City of Pella, State of Iowa.

Date of Meeting:               December 1, 2015.

Time of Meeting:               \_\_\_\_\_ o'clock \_\_\_\_\_.M.

Place of Meeting:              Public Safety Building, 614 Main Street, Pella, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Electric Revenue Capital Loan Notes, Series 2015

- Receipt of bids.
- Resolution directing sale.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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City Clerk, City of Pella, State of Iowa

December 1, 2015

The City Administrator of the City of Pella, State of Iowa, met at City Hall, 825 Broadway Street Pella, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:

\_\_\_\_\_  
  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

This being the time and place for the opening of bids for the sale of Electric Revenue Capital Loan Notes, Series 2015, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Administrator then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: \_\_\_\_\_

Principal Amount: \$ \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

True Interest Rate: \_\_\_\_\_%

Net Interest Cost: \$ \_\_\_\_\_

In consultation with Public Financial Management, Inc., the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ \_\_\_\_\_

Purchase Price as adjusted: \$ \_\_\_\_\_

All bids were then referred to the Council for action.

December 1, 2015

The City Council of the City of Pella, State of Iowa, met in \_\_\_\_\_ session, in the Public Safety Building, 614 Main Street, Pella, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2015," and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

*Resolution No. 5641*

RESOLUTION DIRECTING SALE OF ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2015

WHEREAS, pursuant to Council authorization, bids have been received for the Notes described as follows and the best bid received is determined to be the following:

ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2015:

Bidder: \_\_\_\_\_ of \_\_\_\_\_

the terms of said bid being:

Principal Amount (as adjusted): \$ \_\_\_\_\_

Purchase Price (as adjusted): \$ \_\_\_\_\_

True Interest Rate: \_\_\_\_\_%

Net Interest Cost: \$ \_\_\_\_\_

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded based on the bid.

Section 2. That the statement of information for bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the distribution of the preliminary official statement for the sale of the Notes and all acts of the Clerk and the City Administrator done in furtherance of the sale of said Notes are hereby ratified and approved.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



J-1

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>88 TACTICAL GROUP (5641)</b>						
711561	TRAINING - PD	07/01/2015	12/01/2015	400.00	11/15	100.5.01.1030.6230
Total 88 TACTICAL GROUP (5641):				400.00		
<b>ACME MATERIALS CO (1022)</b>						
263236	SOCCER COMPLEX TOP DRESSING	11/11/2015	12/01/2015	834.94	11/15	100.5.09.4200.6560
Total ACME MATERIALS CO (1022):				834.94		
<b>AGRILAND FS (1044)</b>						
186037	PROPANE	11/05/2015	12/01/2015	6,159.66	11/15	350.5.05.8300.6371
43866	FUEL - GENERATOR - PD	11/01/2015	12/01/2015	52.88	11/15	100.5.01.1000.6514
Total AGRILAND FS (1044):				6,212.54		
<b>AIRGAS USA LLC (4976)</b>						
9045014810	PARTS FOR MIG WELDER	10/30/2015	12/01/2015	5.09	11/15	115.5.05.2100.6330
9045158737	WELDER SUPPLIES	11/04/2015	12/01/2015	4.53	11/15	115.5.05.2100.6330
Total AIRGAS USA LLC (4976):				9.62		
<b>ALEXIS FIRE EQUIPMENT CO (5601)</b>						
0054483-IN	GLOVES	11/13/2015	12/01/2015	190.00	11/15	201.5.02.7046.6727
Total ALEXIS FIRE EQUIPMENT CO (5601):				190.00		
<b>ALLIANT-IES (GAS) (1060)</b>						
11132015 - PK	NATURAL GAS - MOLENGRACHT	11/13/2015	12/01/2015	16.05	11/15	100.5.09.4250.6371
Total ALLIANT-IES (GAS) (1060):				16.05		
<b>AMAZON (1070)</b>						
216362619084	SHOP TOWELS - EL	10/27/2015	12/01/2015	61.29	11/15	400.5.06.8588.9950
229985188200	METER SOCKET - EL	10/15/2015	12/01/2015	285.99	11/15	410.5.06.8993.3670
269770453720	METER SOCKET BREAKERS - EL	10/15/2015	12/01/2015	73.44	11/15	410.5.06.8993.3670
Total AMAZON (1070):				420.72		
<b>ARNOLD MOTOR SUPPLY (1126)</b>						
37-494913	EQUIPMENT PARTS	11/09/2015	12/01/2015	8.98	11/15	115.5.05.2100.6350
Total ARNOLD MOTOR SUPPLY (1126):				8.98		
<b>BANKERS TRUST (1173)</b>						
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	5,467.50	12/15	105.5.08.9009.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	250.00	12/15	105.5.08.9009.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	8,177.50	12/15	105.5.08.9023.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	250.00	12/15	105.5.08.9023.6802
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	13,433.75	12/15	105.5.08.9024.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	250.00	12/15	105.5.08.9024.6802
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	42,481.25	12/15	401.5.06.9076.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	250.00	12/15	401.5.06.9076.6802
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	28,612.50	12/15	105.5.08.9026.6801
PELLA06A-120115	FY 15/16 DE INTEREST PYMTS	12/01/2015	12/01/2015	250.00	12/15	105.5.08.9026.6802
Total BANKERS TRUST (1173):				99,422.50		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>BENNETT, STEPHEN (1206)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	6.91	12/15	191.1651
Total BENNETT, STEPHEN (1206):				6.91		
<b>BLOM, KAREN (5650)</b>						
1527580001-4	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total BLOM, KAREN (5650):				35.00		
<b>BRUXVOORT, MARK (1375)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	47.73	12/15	191.1651
Total BRUXVOORT, MARK (1375):				47.73		
<b>CENTRAL IA CHAPTER APA (1457)</b>						
DEC16MTG	APA Meeting	12/01/2015	12/01/2015	15.00	12/15	100.5.00.6320.6240
Total CENTRAL IA CHAPTER APA (1457):				15.00		
<b>CENTRAL IA WATER ASSOC (1462)</b>						
112315	WATER BILLS - ANNEXED AREA	11/23/2015	12/01/2015	952.42	11/15	300.5.05.8100.6416
Total CENTRAL IA WATER ASSOC (1462):				952.42		
<b>CENTRAL STATES GROUP (1465)</b>						
8109506-00	MECHANICAL SEALS	11/11/2015	12/01/2015	298.18	11/15	300.5.05.8120.6350
Total CENTRAL STATES GROUP (1465):				298.18		
<b>CERTIFIED POWER INC COMPANIES (1470)</b>						
40457362	SANDER MOTOR	11/05/2015	12/01/2015	660.53	11/15	115.5.05.2100.6420
Total CERTIFIED POWER INC COMPANIES (1470):				660.53		
<b>CHEMSEARCH (1483)</b>						
2063954	BATHROOM CLEANER (12 CANS) - PK	11/10/2015	12/01/2015	333.23	11/15	100.5.09.4200.6553
Total CHEMSEARCH (1483):				333.23		
<b>CIVIL DESIGN ADVANTAGE LLC (1509)</b>						
17600	SPORTS PARK	11/06/2015	12/01/2015	2,956.75	11/15	203.5.08.7226.6799
Total CIVIL DESIGN ADVANTAGE LLC (1509):				2,956.75		
<b>CLASSIC AVIATION INC (1519)</b>						
120115	AIRPORT MANAGER PAYMENT	12/01/2015	12/01/2015	3,447.50	12/15	100.5.05.2200.6405
Total CLASSIC AVIATION INC (1519):				3,447.50		
<b>CUSTOMIZED ENERGY SOLUTIONSLTD (1622)</b>						
1038443	TRANSMISSION - FTR'S	11/09/2015	12/01/2015	1,000.00	11/15	400.5.06.8565.9520
Total CUSTOMIZED ENERGY SOLUTIONSLTD (1622):				1,000.00		
<b>DE RUITER EQUIPMENT (1685)</b>						
110415PWS	2 STROKE OIL- PWS	11/04/2015	12/01/2015	10.75	11/15	115.5.05.2100.6514
111115PWS	CHAIN SAW	11/11/2015	12/01/2015	15.89	11/15	115.5.05.2100.6545

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total DE RUITER EQUIPMENT (1685):				26.64		
<b>DE VRIES, LARRY (4967)</b>						
63-70270-00	CREDIT BALANCE REFUND ON 816 BI	11/17/2015	12/01/2015	240.22	11/15	001.1199
Total DE VRIES, LARRY (4967):				240.22		
<b>DES MOINES STAMP MFG CO (1737)</b>						
1055968	3 STAMPS - CC	11/17/2015	12/01/2015	134.80	11/15	100.5.04.4100.6543
Total DES MOINES STAMP MFG CO (1737):				134.80		
<b>DGR ENGINEERING (1706)</b>						
00217157	CONSULTING - MISC - EL	11/13/2015	12/01/2015	493.50	11/15	400.5.06.8588.9810
00217158	CONSULT. - WEST SUB 69 KV IMPRO	11/13/2015	12/01/2015	18,340.00	11/15	410.5.06.8955.3900
00217159	CONSULTING - MISC - PP	11/13/2015	12/01/2015	390.00	11/15	400.5.06.8553.9030
00217160	CONSULTING - MISC - EL	11/13/2015	12/01/2015	20.00	11/15	400.5.06.8588.9810
00217160	CONSULTING - WASHINGTON - EL	11/13/2015	12/01/2015	4,128.76	11/15	410.5.06.8993.3670
Total DGR ENGINEERING (1706):				23,372.26		
<b>DINGEMAN, MARVIN (BOB) (4818)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	1.28	12/15	191.1651
Total DINGEMAN, MARVIN (BOB) (4818):				1.28		
<b>DOWIE PEST CONTROL (1801)</b>						
18432	PEST CONTROL - WWTP	11/03/2015	12/01/2015	85.00	11/15	350.5.05.8300.6310
Total DOWIE PEST CONTROL (1801):				85.00		
<b>DURYEE, SHERYL (1830)</b>						
1527580001-8	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total DURYEE, SHERYL (1830):				35.00		
<b>DUTCH MILL SUPPLY (1834)</b>						
159095	DOOR KNOB - CC	11/12/2015	12/01/2015	36.00	11/15	100.5.04.4100.6310
159177	DOOR REPAIRS - FD	11/10/2015	12/01/2015	33.97	11/15	100.5.02.1100.6310
Total DUTCH MILL SUPPLY (1834):				69.97		
<b>ELLIOTT EQUIPMENT CO (1883)</b>						
132052	BALL JOINTS	11/05/2015	12/01/2015	122.94	11/15	350.5.05.8330.6350
132052	SHIPPING	11/05/2015	12/01/2015	14.84	11/15	350.5.05.8300.6531
132067	STORM SEWER	11/05/2015	12/01/2015	1,885.00	11/15	115.5.05.2120.6548
Total ELLIOTT EQUIPMENT CO (1883):				2,022.78		
<b>FASTENAL COMPANY (1929)</b>						
IAPEA90519	PPE	10/26/2015	12/01/2015	15.66	11/15	115.5.05.2100.6546
IAPEA90606	HARDWARE	10/29/2015	12/01/2015	12.50	11/15	115.5.05.2100.6330
IAPEA90713	SAFETY GLASSES	11/04/2015	12/01/2015	9.73	11/15	300.5.05.8100.6546
IAPEA90720	SAFETY VEST & EAR PLUGS - PK	11/05/2015	12/01/2015	36.73	11/15	100.5.09.4200.6546
Total FASTENAL COMPANY (1929):				74.62		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>FOUR SEASONS YARD CARE (1980)</b>						
9091	MOWING- SUB B	10/08/2015	12/01/2015	25.20	11/15	400.5.06.8588.9810
9091	MOWING- SUB C	10/08/2015	12/01/2015	21.00	11/15	400.5.06.8588.9810
9091	MOWING- SUB D	10/08/2015	12/01/2015	9.45	11/15	400.5.06.8588.9810
9091	MOWING- SUB E	10/08/2015	12/01/2015	16.80	11/15	400.5.06.8588.9810
9091	MOWING- SUB E-1	10/08/2015	12/01/2015	100.00	11/15	400.5.06.8588.9810
9091	MOWING- SUB VM	10/08/2015	12/01/2015	25.20	11/15	400.5.06.8588.9810
9091	MOWING- SUB WEST 1ST	10/08/2015	12/01/2015	100.00	11/15	400.5.06.8588.9810
9091	MOWING- WAREHOUSE	10/08/2015	12/01/2015	105.00	11/15	400.5.06.8588.9300
9091	MOWING- SUB 1015	10/08/2015	12/01/2015	267.75	11/15	400.5.06.8566.9030
9091	MOWING- SUB W-1	10/08/2015	12/01/2015	118.13	11/15	400.5.06.8562.9030
9091	MOWING- CLARK ST SUB STATION	10/08/2015	12/01/2015	255.00	11/15	400.5.06.8588.9810
9091	MOWING- W-2	10/08/2015	12/01/2015	118.12	11/15	400.5.06.8549.9020
9091	MOWING- LIFT 1	10/08/2015	12/01/2015	105.00	11/15	350.5.05.8320.6320
9091	MOWING- LIFT 2	10/08/2015	12/01/2015	21.00	11/15	350.5.05.8320.6320
9091	MOWING- HOWELL STATION-1	10/08/2015	12/01/2015	4.20	11/15	350.5.05.8320.6320
9091	MOWING- WASTEWATER PLANT	10/08/2015	12/01/2015	630.00	11/15	350.5.05.8300.6320
9091	MOWING- WW HOLDING POND	10/08/2015	12/01/2015	360.00	11/15	350.5.05.8300.6320
9091	MOWING- HOWELL STATION-2	10/08/2015	12/01/2015	4.20	11/15	300.5.05.8100.6320
9091	MOWING- WATER PLANT	10/08/2015	12/01/2015	360.00	11/15	300.5.05.8120.6320
9091	MOWING- EXIT 41	10/08/2015	12/01/2015	180.00	11/15	115.5.05.2100.6403
9091	MOWING- EXIT 42	10/08/2015	12/01/2015	120.00	11/15	115.5.05.2100.6403
9136	WEED CONTROL/ PRUNE TREES	10/25/2015	12/01/2015	700.00	11/15	350.5.05.8300.6320
9139	SPRAYER RENT - PK	10/29/2015	12/01/2015	225.00	11/15	100.5.09.4200.6510
9143	CALDWELL PARK IMPROVEMENTS	11/02/2015	12/01/2015	2,500.00	11/15	215.5.05.2161.6761
Total FOUR SEASONS YARD CARE (1980)				6,371.05		
<b>GENERAL FIRE &amp; SAFETY (2050)</b>						
18512	FIRST AID SUPPLIES	11/05/2015	12/01/2015	10.70	11/15	300.5.05.8100.6546
Total GENERAL FIRE & SAFETY (2050):				10.70		
<b>GRITTERS ELECTRIC (2104)</b>						
00076297	AUTOMATIC DOOR OPENER - CC	11/13/2015	12/01/2015	88.61	11/15	172.5.04.4130.6310
00076344	REPAIR POWER WASHER - POOL	11/17/2015	12/01/2015	138.70	11/15	100.5.04.4300.6590
Total GRITTERS ELECTRIC (2104):				227.31		
<b>HALE, LAURA (2145)</b>						
1511580111	EE REBATE - EL	11/17/2015	12/01/2015	275.00	11/15	400.2215
Total HALE, LAURA (2145):				275.00		
<b>HOWARD R GREEN COMPANY (2290)</b>						
101527	RO WTP	11/05/2015	12/01/2015	52,271.62	11/15	310.5.05.8182.6727
Total HOWARD R GREEN COMPANY (2290)				52,271.62		
<b>HUGHELL, ANGELA (5647)</b>						
1511580114	EE REBATE - EL	11/17/2015	12/01/2015	425.00	11/15	400.2215
Total HUGHELL, ANGELA (5647):				425.00		
<b>HY-VEE (2328)</b>						
4306037278	SNACS FOR ADULT ART CLASS	11/17/2015	12/01/2015	9.97	11/15	100.5.04.4110.6544

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Total HY-VEE (2328):				9.97		
<b>IA LAW ENFORCEMENT ACADEMY (2376)</b>						
303732	TRAINING - DEFENSIVE TACTICS INS	11/12/2015	12/01/2015	125.00	11/15	100.5.01.1030.6230
Total IA LAW ENFORCEMENT ACADEMY (2376):				125.00		
<b>IA LEAGUE OF CITIES (2377)</b>						
067230	ECIC MEETING	11/13/2015	12/01/2015	15.00	11/15	100.5.00.6100.6240
Total IA LEAGUE OF CITIES (2377):				15.00		
<b>IA ONE CALL (2385)</b>						
175669	LOCATES-EL	11/06/2015	12/01/2015	201.70	11/15	400.5.06.8588.9810
176269	LOCATES WTP	11/06/2015	12/01/2015	82.35	11/15	300.5.05.8100.6405
176269	LOCATES WWTP	11/06/2015	12/01/2015	82.35	11/15	350.5.05.8330.6405
Total IA ONE CALL (2385):				366.40		
<b>IDALS (2427)</b>						
16348	LICENSE RENEWAL - SIMBRO-WOOD	11/19/2015	12/01/2015	15.00	11/15	100.5.09.4200.6210
Total IDALS (2427):				15.00		
<b>IOWA FINANCE AUTHORITY (2474)</b>						
CW9620R-120115	FY 15/16 DEC INTEREST PYMTS	12/01/2015	12/01/2015	9,415.00	12/15	351.5.05.9060.6801
CW9620R-120115	FY 15/16 DEC INTEREST PYMTS	12/01/2015	12/01/2015	1,837.50	12/15	351.5.05.9061.6801
CW9620R-120115	FY 15/16 DEC INTEREST PYMTS	12/01/2015	12/01/2015	5,495.00	12/15	351.5.05.9062.6801
CW9620R-120115	FY 15/16 DEC INTEREST PYMTS	12/01/2015	12/01/2015	63,105.00	12/15	351.5.05.9064.6801
CW9620R-120115	FY 15/16 DEC INTEREST PYMTS	12/01/2015	12/01/2015	21,734.37	12/15	301.5.05.9043.6801
Total IOWA FINANCE AUTHORITY (2474):				101,586.87		
<b>JOHN DEER FINANCIAL (2528)</b>						
2510591	EQUIPMENT	11/05/2015	12/01/2015	24.97	11/15	115.5.05.2100.6350
2512742	OIL, ANTIFREEZE & CARB CLEANER	11/09/2015	12/01/2015	23.76	11/15	300.5.05.8120.6544
2512875	AIR COMPRESSOR OIL	11/09/2015	12/01/2015	6.49	11/15	300.5.05.8120.6510
2513107	DOOR SWEEPS	11/10/2015	12/01/2015	10.99	11/15	100.5.02.1100.6310
2514210	GLOVES, TEFLON TAPE & PASTE	11/12/2015	12/01/2015	45.86	11/15	300.5.05.8120.6544
2514231	BULB	11/12/2015	12/01/2015	8.49	11/15	350.5.05.8300.6310
2514687	LAG SCREWS - EL	11/13/2015	12/01/2015	4.85	11/15	410.5.06.8993.3670
2516618	SHOP SUPPLIES	11/16/2015	12/01/2015	17.99	11/15	115.5.05.2100.6330
2516658	OVERALLS, WINTER JACKET FOR K.	11/16/2015	12/01/2015	188.98	11/15	100.5.09.4200.6425
2516658	SCREWS - PK	11/16/2015	12/01/2015	3.57	11/15	100.5.09.4200.6590
2517624	PPE	11/17/2015	12/01/2015	29.98	11/15	115.5.05.2100.6546
Total JOHN DEER FINANCIAL (2528):				365.93		
<b>JONES, CURTIS (2544)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	40.69	12/15	191.1651
Total JONES, CURTIS (2544):				40.69		
<b>JUDKINS, ROBERT (5646)</b>						
1511580113	EE REBATE - EL	11/17/2015	12/01/2015	250.00	11/15	400.2215

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total JUDKINS, ROBERT (5646):				250.00		
<b>KAMERICK, TIM (5654)</b>						
1527580001-10	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total KAMERICK, TIM (5654):				35.00		
<b>KAYSER HEARING AID &amp; AUDIOLOGY (2567)</b>						
15351	HEARING TESTS	11/11/2015	12/01/2015	40.00	11/15	100.5.00.6320.6546
Total KAYSER HEARING AID & AUDIOLOGY (2567):				40.00		
<b>KELLY SUPPLY CO (2579)</b>						
8158351-0	BRASS PLUMBING PARTS	11/06/2015	12/01/2015	34.41	11/15	300.5.05.8140.6510
8158386-0	LIGHT BULBS - CC	11/10/2015	12/01/2015	8.14	11/15	100.5.04.4100.6590
8158454-0	BALLAST - PD	11/12/2015	12/01/2015	17.25	11/15	100.5.01.1000.6310
8158500-0	SHOP SUPPLIES	11/16/2015	12/01/2015	18.69	11/15	115.5.05.2100.6330
Total KELLY SUPPLY CO (2579):				78.49		
<b>KEUNING PLBG AND HTG INC (2587)</b>						
17930	FURNACE REPAIR WTP	10/09/2015	12/01/2015	539.88	11/15	300.5.05.8120.6310
18041	FURNACE MOTOR	11/02/2015	12/01/2015	342.23	11/15	115.5.05.2100.6310
Total KEUNING PLBG AND HTG INC (2587):				882.11		
<b>KEYSTONE LABORATORIES (2590)</b>						
1Y09052	CONTRACT LAB	10/29/2015	12/01/2015	82.50	11/15	350.5.05.8300.6547
Total KEYSTONE LABORATORIES (2590):				82.50		
<b>KRIZ-DAVIS COMPANY (2667)</b>						
S101205255.001	MARKING TAGS - EL	11/06/2015	12/01/2015	257.66	11/15	410.5.06.8993.3670
Total KRIZ-DAVIS COMPANY (2667):				257.66		
<b>LEEB, DR. JACK (5188)</b>						
1771	PSYCHOLOGICAL TESTING - PD	11/17/2015	12/01/2015	435.00	11/15	100.5.01.1050.6405
Total LEEB, DR. JACK (5188):				435.00		
<b>LINCOLN NATIONAL (2752)</b>						
3132587214	CTYPELLA-BL-1027246 LIFE/LTD INS	12/01/2015	12/01/2015	475.20	12/15	191.5.08.9200.6154
3132587214	CTYPELLA-BL-1027246 LIFE/LTD INS	12/01/2015	12/01/2015	83.78	12/15	191.5.08.9200.6154
3132587214	CTYPELLA-BL-1027246 LIFE/LTD INS	12/01/2015	12/01/2015	79.20	12/15	191.5.08.9200.6154
3132587214	CTYPELLA-BL-1027246 LIFE/LTD INS	12/01/2015	12/01/2015	1,206.70	12/15	191.5.08.9200.6155
Total LINCOLN NATIONAL (2752):				1,844.88		
<b>MANIFOLD, JUSTIN &amp; REBECCA (5651)</b>						
1527580001-5	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total MANIFOLD, JUSTIN & REBECCA (5651):				35.00		
<b>MARION CTY RECORDER (2833)</b>						
15-4728	BROOK CIRCLE EASEMENTS	10/15/2015	12/01/2015	12.00	11/15	350.5.05.8310.6405

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total MARION CTY RECORDER (2833):				12.00		
<b>MARION CTY TREASURER (2835)</b>						
10312015	HIGHPOINT TIF CLOSEOUT	10/31/2015	12/01/2015	55.35	11/15	131.5.08.5500.6416
Total MARION CTY TREASURER (2835):				55.35		
<b>MARTIN MARIETTA MATERIALS (2842)</b>						
16484761	ROCK BILL	10/31/2015	12/01/2015	1,238.46	11/15	115.5.05.2100.6549
Total MARTIN MARIETTA MATERIALS (2842):				1,238.46		
<b>MENNINGA PEST CONTROL (2913)</b>						
43489	PEST CONTROL - CC	11/19/2015	12/01/2015	92.00	11/15	100.5.04.4100.6310
43717	PEST CONTROL - CH	11/16/2015	12/01/2015	30.00	11/15	100.5.00.6100.6310
Total MENNINGA PEST CONTROL (2913):				122.00		
<b>METERING &amp; TECHNOLOGY SOLUTIONS (4934)</b>						
4948	WATER METERS	11/04/2015	12/01/2015	371.81	11/15	300.5.05.8140.6350
4985	WATER METERS	11/06/2015	12/01/2015	1,437.97	11/15	300.5.05.8140.6350
Total METERING & TECHNOLOGY SOLUTIONS (4934):				1,809.78		
<b>MIDTOWN TIRE COMPANY (2961)</b>						
150784	RUNWAY SWEEPER TIRES	06/10/2015	12/01/2015	500.00	11/15	100.5.05.2200.6350
Total MIDTOWN TIRE COMPANY (2961):				500.00		
<b>MIDWEST SAFETY COUNSELORS INC. (2980)</b>						
IVC0044518	GAS MOTOR PARTS	11/03/2015	12/01/2015	24.00	11/15	350.5.05.8310.6546
IVC0044518	GAS MOTOR PARTS	11/03/2015	12/01/2015	24.00	11/15	350.5.05.8330.6546
IVC0044518	SHIPPING	11/03/2015	12/01/2015	15.57	11/15	350.5.05.8300.6531
Total MIDWEST SAFETY COUNSELORS INC. (2980):				63.57		
<b>MILLER, ROGER (5649)</b>						
1527580001-3	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total MILLER, ROGER (5649):				35.00		
<b>MISSOURI RIVER ENERGY SERVICES (3001)</b>						
112515	PURCHASED POWER	11/25/2015	11/25/2015	836,568.99	11/15	400.5.06.8555.9500
112515	TRANSMISSION	11/25/2015	11/25/2015	224,777.29	11/15	400.5.06.8565.9520
Total MISSOURI RIVER ENERGY SERVICES (3001):				1,061,346.28		
<b>MUNICIPAL SUPPLY INC (3052)</b>						
0607621-IN	2" COPPER	11/09/2015	12/01/2015	592.80	11/15	310.5.05.8183.6790
0607942-IN	DISTRIBUTION SUPPLIES	11/11/2015	12/01/2015	66.00	11/15	310.5.05.8183.6790
Total MUNICIPAL SUPPLY INC (3052):				658.80		
<b>MURPHY TRACTOR &amp; EQUIPMENT CO (3056)</b>						
425307	BUCKET EXP.	11/04/2015	12/01/2015	46.20	11/15	115.5.05.2100.6350

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total MURPHY TRACTOR & EQUIPMENT CO (3056):				46.20		
<b>MUSGROVE, KIMBERLY (5006)</b>						
11102015	IOWA APA MEETING - ACA TRAVEL	11/10/2015	12/01/2015	62.80	12/15	100.5.00.6320.6260
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	72.65	12/15	191.1651
Total MUSGROVE, KIMBERLY (5006):				135.45		
<b>NALCO (3070)</b>						
63612073	CHEMICALS - PP	11/10/2015	12/01/2015	1,260.81	11/15	400.5.06.8548.9030
Total NALCO (3070):				1,260.81		
<b>NEOPOST USA INC (5553)</b>						
N5489519	NEOPOST MAILING LEASE	08/24/2015	12/01/2015	482.85	11/15	100.5.00.6100.6418
N5489519	NEOPOST MAILING LEASE	08/24/2015	12/01/2015	482.85	11/15	195.5.05.8400.6531
N5489519	NEOPOST MAILING LEASE	08/24/2015	12/01/2015	482.85	11/15	300.5.05.8100.6531
N5489519	NEOPOST MAILING LEASE	08/24/2015	12/01/2015	482.85	11/15	350.5.05.8310.6531
N5489519	NEOPOST MAILING LEASE	08/24/2015	12/01/2015	482.85	11/15	400.5.06.8921.9020
Total NEOPOST USA INC (5553):				2,414.25		
<b>O'REILLY AUTO PARTS (3193)</b>						
0339-345889	BRAKE CLEANER	11/09/2015	12/01/2015	27.48	11/15	115.5.05.2100.6330
Total O'REILLY AUTO PARTS (3193):				27.48		
<b>ORR, DAVID (3195)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	45.55	12/15	191.1650
Total ORR, DAVID (3195):				45.55		
<b>OSKALOOSA HERALD (3200)</b>						
103115PZ	LEGAL ADVERTISESEMENTS	10/31/2015	12/01/2015	25.43	11/15	100.5.05.5000.6414
Total OSKALOOSA HERALD (3200):				25.43		
<b>PELLA CONCRETE CONTRTRS (3265)</b>						
11112015	TOOLS FOR TRAILER	11/11/2015	12/01/2015	1,116.65	11/15	201.5.02.7048.6710
Total PELLA CONCRETE CONTRTRS (3265):				1,116.65		
<b>PELLA MOTORS (3287)</b>						
74138-1	ST-3 PARTS	11/04/2015	12/01/2015	16.20	11/15	115.5.05.2100.6330
Total PELLA MOTORS (3287):				16.20		
<b>PELLA REGIONAL HEALTH CT (3296)</b>						
11042015	NEW EMPLOYEE TESTING - POOL	11/04/2015	12/01/2015	362.00	11/15	100.5.04.4300.6546
11042015-FD	FIREFIGHTER PHYSICALS	11/04/2015	12/01/2015	1,937.00	11/15	100.5.02.1100.6546
Total PELLA REGIONAL HEALTH CT (3296):				2,299.00		
<b>PELLA RENTAL &amp; SALES INC (3297)</b>						
1-511650	RENT EXCAVATOR (BRIDGE INSTALL)	09/12/2015	12/01/2015	300.00	11/15	100.5.09.4200.6510
1-512802	SOD CUTTER RENTAL - PK	11/10/2015	12/01/2015	34.00	11/15	100.5.09.4200.6510

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Total PELLA RENTAL & SALES INC (3297):				334.00		
<b>PETTYJOHN, KIM (3319)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	62.94	12/15	191.1651
Total PETTYJOHN, KIM (3319):				62.94		
<b>PLUMB SUPPLY COMPANY (3357)</b>						
3637982	HEATER VENT CAP - EL	11/12/2015	12/01/2015	28.59	11/15	400.5.06.8588.9300
Total PLUMB SUPPLY COMPANY (3357):				28.59		
<b>POST OFFICE (3371)</b>						
112415	MAIL 12 DAY NOTICES	11/24/2015	11/24/2015	57.35	11/15	300.5.05.8100.6531
112415	MAIL 12 DAY NOTICES	11/24/2015	11/24/2015	51.62	11/15	195.5.05.8400.6531
112415	MAIL 12 DAY NOTICES	11/24/2015	11/24/2015	51.62	11/15	350.5.05.8310.6531
112415	MAIL 12 DAY NOTICES	11/24/2015	11/24/2015	68.82	11/15	400.5.06.8921.9020
Total POST OFFICE (3371):				229.41		
<b>PREMIER STORAGE (4505)</b>						
1169	STORAGE UNIT RENT - PK	11/12/2015	12/01/2015	700.00	11/15	100.5.09.4200.6418
1170	STORAGE UNIT RENT - PK	11/12/2015	12/01/2015	360.00	11/15	100.5.09.4200.6418
Total PREMIER STORAGE (4505):				1,060.00		
<b>QUILL CORPORATION (3420)</b>						
8773135	PAPER- P&Z	10/16/2015	12/01/2015	32.90	11/15	100.5.05.5000.6543
8773135	OFFICE SUPPLIES-PW	10/16/2015	12/01/2015	40.73	11/15	100.5.05.6500.6543
9198948	OFFICE SUPPLIES-PW	10/30/2015	12/01/2015	79.68	11/15	100.5.05.6500.6543
9198948	OFFICE SUPPLIES- PZ	10/30/2015	12/01/2015	33.43	11/15	100.5.05.5000.6543
9361084	DVDS - PD	11/05/2015	12/01/2015	39.99	11/15	100.5.01.1030.6543
9361084CR	CREDIT MEMO - DVDS - PD	11/11/2015	12/01/2015	39.99-	11/15	100.5.01.1030.6543
9363315	LABELS,CD ENVELOPES,HIGHLIGHTE	11/05/2015	12/01/2015	79.54	11/15	100.5.01.1010.6543
9532356	DVDS - PD	11/11/2015	12/01/2015	39.99	11/15	100.5.01.1030.6543
Total QUILL CORPORATION (3420):				306.27		
<b>RACOM CORPORATION (3429)</b>						
15INV1090	RADIO REPLACEMENT DUE TO SHOP	11/13/2015	12/01/2015	2,078.76	11/15	203.5.08.7226.6799
5B111773	PORTABLE RADIO BATTERY - PD	11/06/2015	12/01/2015	67.00	11/15	100.5.01.1030.6544
5B112393	PORTABLE RADIO REPAIR - PD	11/13/2015	12/01/2015	119.87	11/15	100.5.01.1030.6350
Total RACOM CORPORATION (3429):				2,265.63		
<b>RASMUSSEN, ELIZABETH (5645)</b>						
1527580001-9	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total RASMUSSEN, ELIZABETH (5645):				35.00		
<b>RECKER DENTAL CARE (5653)</b>						
1527580001-7	EE REBATE - RECYCL. REFR. - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total RECKER DENTAL CARE (5653):				35.00		
<b>RELIANT FIRE APPARATUS INC (3472)</b>						
115-14669	TRIM PIECE - FD	10/29/2015	12/01/2015	19.71	11/15	100.5.02.1100.6330

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
115-14702	REPAIR ON AERIAL- FD	11/06/2015	12/01/2015	884.30	11/15	100.5.02.1100.6330
Total RELIANT FIRE APPARATUS INC (3472):				904.01		
<b>RENAUD, SCOTT (5644)</b>						
1511580110	EE REBATE - EL	11/17/2015	12/01/2015	425.00	11/15	400.2215
Total RENAUD, SCOTT (5644):				425.00		
<b>RESCO (3480)</b>						
625601-02	LIGHT BULBS - EL	11/12/2015	12/01/2015	154.08	11/15	400.5.06.8588.9300
625782-01	H-TAP CONNECTORS - EL	11/13/2015	12/01/2015	136.96	11/15	410.5.06.8993.3670
627427-00	SECONDARY LUGS - EL	11/17/2015	12/01/2015	179.76	11/15	410.5.06.8993.3670
628229-00	BARE POLE GROUND WIRE - EL	11/17/2015	12/01/2015	374.50	11/15	410.5.06.8993.3670
Total RESCO (3480):				845.30		
<b>RILCO (3502)</b>						
0249896-IN	OIL & GREASE	10/30/2015	12/01/2015	1,062.61	11/15	350.5.05.8300.6350
Total RILCO (3502):				1,062.61		
<b>ROWE, TINA LEWIS (5656)</b>						
111915PD	TRAINING - PD	11/19/2015	12/01/2015	135.00	11/15	100.5.01.1010.6230
Total ROWE, TINA LEWIS (5656):				135.00		
<b>ROZENDAAL DRAIN CLEANING INC (3560)</b>						
11229	DRAIN CLEAN SERVICE PIT - PK	11/10/2015	12/01/2015	125.00	11/15	100.5.09.4250.6320
Total ROZENDAAL DRAIN CLEANING INC (3560):				125.00		
<b>RSM US LLP (5657)</b>						
M-4700205-019	OCTOBER IT SERVICE	11/10/2015	12/01/2015	8,303.00	11/15	100.5.00.6200.6405
M-4700208-019	PC REPLACEMENT	11/10/2015	12/01/2015	184.00	11/15	201.5.00.7090.6725
M-4700211-019	SERVER UPGRADES	11/10/2015	12/01/2015	547.00	11/15	201.5.00.7099.6725
Total RSM US LLP (5657):				9,034.00		
<b>SCHURMAN, JULIA A (5629)</b>						
711011414	CREDIT BALANCE REFUND	11/18/2015	12/01/2015	77.87	12/15	001.1199
Total SCHURMAN, JULIA A (5629):				77.87		
<b>SILVER STONE GROUP INC (3706)</b>						
111129	GASB REPORT	10/31/2015	12/01/2015	2,900.00	11/15	100.5.00.6100.6405
Total SILVER STONE GROUP INC (3706):				2,900.00		
<b>SISCO (3718)</b>						
171809	FIXED INSURANCE COSTS	11/18/2015	11/18/2015	178.50	11/15	191.5.08.9200.6157
171809	FIXED INSURANCE COSTS	11/18/2015	11/18/2015	46,806.19	11/15	191.5.08.9200.6152
171809	FIXED INSURANCE COSTS	11/18/2015	11/18/2015	674.73	11/15	191.5.08.9200.6196
171809	FIXED INSURANCE COSTS	11/18/2015	11/18/2015	1,500.00	11/15	191.5.08.9200.6196
2213-11162015-F	FLEX SPENDING CLAIMS	11/18/2015	11/18/2015	538.34	11/15	191.5.08.9200.6157
2213-11162015-M	MEDICAL CLAIMS	11/18/2015	11/18/2015	1,394.81	11/15	191.5.08.9200.6153
2213-11232015-F	FLEX SPENDING CLAIMS	11/24/2015	11/24/2015	1,625.38	11/15	191.5.08.9200.6157
2213-11232015-M	MEDICAL CLAIMS	11/24/2015	11/24/2015	1,572.04	11/15	191.5.08.9200.6153

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total SISCO (3718):				54,289.99		
<b>SKARSHAUG TESTING LABS (3720)</b>						
203817	TEST EQUIPMENT - EL	11/13/2015	12/01/2015	353.67	11/15	400.5.06.8588.9720
Total SKARSHAUG TESTING LABS (3720):				353.67		
<b>SKYLINE READY MIX (3723)</b>						
8125	E 3RD/INDEPENDENCE	10/12/2015	12/01/2015	384.13	11/15	115.5.05.2100.6549
8195	CONCRETE FOR PLAYGROUND POLE	10/20/2015	12/01/2015	298.25	11/15	100.5.09.4200.6310
8206	INDEPENDENCE/E 8TH	10/20/2015	12/01/2015	493.88	11/15	115.5.05.2100.6549
8210	CONCRETE	10/20/2015	12/01/2015	355.31	11/15	310.5.05.8183.6790
8230	CONCRETE	10/20/2015	12/01/2015	2,496.81	11/15	310.5.05.8183.6790
8232	CONCRETE	10/20/2015	12/01/2015	268.81	11/15	300.5.05.8130.6398
8267	E 1ST ALLEY	10/26/2015	12/01/2015	127.75	11/15	115.5.05.2100.6549
8278	CONCRETE	10/26/2015	12/01/2015	684.25	11/15	310.5.05.8183.6790
8354	W 1ST/STORM SEWER	10/31/2015	12/01/2015	878.00	11/15	115.5.05.2120.6548
8355	W 1ST/STORM SEWER	10/31/2015	12/01/2015	356.00	11/15	115.5.05.2120.6548
Total SKYLINE READY MIX (3723):				6,343.19		
<b>SMITH, MICHELLE (5652)</b>						
1527580001-6	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total SMITH, MICHELLE (5652):				35.00		
<b>SPORTS PAGE TEAM (3777)</b>						
6 151110.6683	8 BOYS' BASKETBALL SHIRTS	11/10/2015	12/01/2015	48.00	11/15	100.5.04.4442.6530
Total SPORTS PAGE TEAM (3777):				48.00		
<b>STRAVERS TRUE VALUE (3838)</b>						
A219749	FURNACE FILTER - PK	11/10/2015	12/01/2015	21.96	11/15	100.5.09.4200.6310
A219921	KEYS - PP	11/12/2015	12/01/2015	6.42	11/15	400.5.06.8549.9020
A220047	CLEANER - FD	11/14/2015	12/01/2015	11.99	11/15	100.5.02.1100.6590
E53124	LAG BOLTS - EL	11/13/2015	12/01/2015	29.95	11/15	410.5.06.8993.3670
E53166	FAUCET KIT - PP	11/17/2015	12/01/2015	25.67	11/15	400.5.06.8552.9020
Total STRAVERS TRUE VALUE (3838):				95.99		
<b>SUMMIT COMPANIES (5585)</b>						
1094488	TRAINING - FIRE EXTINGUISHERS - P	11/13/2015	12/01/2015	220.00	11/15	100.5.01.1030.6230
Total SUMMIT COMPANIES (5585):				220.00		
<b>TERRY-DURIN CO (3928)</b>						
322636	2" DUCT - EL	11/06/2015	12/01/2015	8,474.40	11/15	400.5.06.8584.9030
322856	TRACER WIRE - EL	11/12/2015	12/01/2015	642.00	11/15	400.5.06.8584.9030
Total TERRY-DURIN CO (3928):				9,116.40		
<b>TITAN MACHINERY (3959)</b>						
6966836 GP	SM TOOLS/SHOP	11/13/2015	12/01/2015	37.53	11/15	115.5.05.2100.6330
Total TITAN MACHINERY (3959):				37.53		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>TONY'S AUTO PARTS (3968)</b>						
5797-203636	EQUIPMENT EXPENSES	11/04/2015	12/01/2015	9.44	11/15	115.5.05.2100.6350
5797-203637	SHOP TOOL	11/04/2015	12/01/2015	10.44	11/15	115.5.05.2100.6510
5797-203732	EQUIPMENT EXPENSES	11/05/2015	12/01/2015	23.99	11/15	115.5.05.2100.6350
5797-203836	LUBE	11/06/2015	12/01/2015	17.62	11/15	350.5.05.8300.6350
5797-204172	ST-25 SNOW	11/12/2015	12/01/2015	71.44	11/15	115.5.05.2100.6420
5797-204190	SHOP TOOL	11/12/2015	12/01/2015	15.84	11/15	115.5.05.2100.6510
5797-204252	ST-17	11/13/2015	12/01/2015	17.54	11/15	115.5.05.2100.6350
5797-204311	BATTERY FOR TRUCK #106 - PK	11/13/2015	12/01/2015	99.91	11/15	100.5.09.4200.6330
5797-204328	TRANSMISSION FLUID - PK	11/13/2015	12/01/2015	5.86	11/15	100.5.09.4200.6330
5797-204525	WIPERS - PP	11/17/2015	12/01/2015	13.58	11/15	400.5.06.8549.9020
5797-204571	DRAIN COCKS	11/17/2015	12/01/2015	23.36	11/15	350.5.05.8300.6350
597-204185	HYDRAULIC OIL - PK	11/12/2015	12/01/2015	49.91	11/15	100.5.09.4200.6350
Total TONY'S AUTO PARTS (3968):				358.93		
<b>TUCKER TRUCKING, ALAN (4009)</b>						
10886	ROCK HAULING CHARGES	11/09/2015	12/01/2015	571.23	11/15	310.5.05.8183.6790
Total TUCKER TRUCKING, ALAN (4009):				571.23		
<b>TWO RIVERS COOPERATIVE (4019)</b>						
0225101	LP/ST SUPPLY	11/04/2015	12/01/2015	18.69	11/15	115.5.05.2100.6545
103115WWTP	FUEL-WWTP	10/31/2015	12/01/2015	232.03	11/15	350.5.05.8330.6514
103115WWTP	FUEL WWTP	10/31/2015	12/01/2015	154.46	11/15	350.5.05.8310.6514
Total TWO RIVERS COOPERATIVE (4019):				405.18		
<b>US CELLULAR (4047)</b>						
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	39.32	11/15	400.5.06.8588.9920
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	3.90	11/15	400.5.06.8549.9020
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	61.64	11/15	100.5.05.6500.6373
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	60.07	11/15	100.5.00.6100.6373
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	29.89	11/15	300.5.05.8100.6373
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	46.90	11/15	400.5.06.8584.9030
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	23.45	11/15	350.5.05.8330.6373
0110421137	CELL PHONE BILL	11/12/2015	12/01/2015	23.45	11/15	300.5.05.8100.6373
Total US CELLULAR (4047):				288.62		
<b>VAN BAALE, JOSH (4726)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	1.50	12/15	191.1651
Total VAN BAALE, JOSH (4726):				1.50		
<b>VAN DEN BROEK, CORNIE (4064)</b>						
11122015	CONCRETE BROOK CIRCLE - PK	11/12/2015	12/01/2015	5,000.00	11/15	201.5.09.7227.6799
Total VAN DEN BROEK, CORNIE (4064):				5,000.00		
<b>VAN DUSSELDORP, ELMER (5648)</b>						
1527580001-1	EE REBATE - RECYCL. REFR - EE	11/17/2015	12/01/2015	35.00	11/15	400.2215
1527580001-2	EE REBATE - RECYCL. AC - EE	11/17/2015	12/01/2015	25.00	11/15	400.2215
Total VAN DUSSELDORP, ELMER (5648):				60.00		
<b>VAN GORP, DENNIS / DE BLOEMEN HOF (5642)</b>						
60-08800-01	DEPOSIT REFUND	11/18/2015	12/01/2015	149.19	12/15	400.2210

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total VAN GORP, DENNIS / DE BLOEMEN HOF (5642):				149.19		
<b>VAN HAAFTEN PLBG &amp; HTG INC (4093)</b>						
30449	MOLENGRACHT HEATER BELT - PK	10/20/2015	12/01/2015	189.00	11/15	100.5.09.4250.6320
Total VAN HAAFTEN PLBG & HTG INC (4093):				189.00		
<b>VEENSTRA, KARI (5643)</b>						
1520580034	EE REBATE - REFRIGERATOR - EL	11/17/2015	12/01/2015	20.00	11/15	400.2215
1520580035	EE REBATE - DISHWASHER - EL	11/17/2015	12/01/2015	25.00	11/15	400.2215
Total VEENSTRA, KARI (5643):				45.00		
<b>VILLAGE INDUSTRIAL LAUNDRY (4263)</b>						
88963	LAUNDRY SERVICE	10/29/2015	12/01/2015	136.57	11/15	350.5.05.8310.6413
Total VILLAGE INDUSTRIAL LAUNDRY (4263):				136.57		
<b>WALLACE, SHARON E (5624)</b>						
330390608	CREDIT BALANCE REFUND	11/18/2015	12/01/2015	36.88	12/15	001.1199
Total WALLACE, SHARON E (5624):				36.88		
<b>WALMART COMMUNITY (4312)</b>						
530100749603	TABLE/TISSUE	10/28/2015	12/01/2015	23.92	11/15	100.5.00.6100.6543
Total WALMART COMMUNITY (4312):				23.92		
<b>WAYNE COUNTY SHERIFF'S OFFICE (5460)</b>						
15-000246	LEGAL EXPENSE	10/29/2015	12/01/2015	23.05	11/15	100.5.05.5000.6414
Total WAYNE COUNTY SHERIFF'S OFFICE (5460):				23.05		
<b>WESCO DISTRIBUTION INC (4357)</b>						
220680	LOCATE FLAGS - EL	11/09/2015	12/01/2015	586.36	11/15	400.5.06.8584.9030
Total WESCO DISTRIBUTION INC (4357):				586.36		
<b>WISSE, BILL J (4423)</b>						
12012015	REPLACE OUTSTANDING INSURANC	12/01/2015	12/01/2015	18.06	12/15	191.1651
Total WISSE, BILL J (4423):				18.06		
<b>ZYLSTRA, KENNETH (5655)</b>						
1527580001-11	EE REBATE - EL	11/17/2015	12/01/2015	35.00	11/15	400.2215
Total ZYLSTRA, KENNETH (5655):				35.00		
Grand Totals:				1,480,939.50		

GL Period	Amount
12/15	206,940.80
11/15	1,273,998.70

Vendor number hash: 0  
Vendor number hash - split: 0  
Total number of invoices: 0  
Total number of transactions: 0