

CITY OF PELLA, IOWA
TENTATIVE CITY COUNCIL MEETING AGENDA
March 15, 2016—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. Small Power Production and Cogeneration Policy.
 - b. City of Pella Code of Ordinances 69 Parking Restrictions Review.
2. Approval of tentative agenda.
3. Appointment of Susan Reiter to the Board of Adjustment.
4. Appointment of Randy Borgerding to the South Central Regional Airport Agency.

***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 March 1, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for March 1, 2016.
 - b. Planning and Zoning Commission Minutes from January 25, 2016.
 - c. Community Development Committee Minutes from January 13, 2016.
 - d. Board of Adjustment Minutes from December 14, 2015.
 - e. Library Board of Trustees Minutes from February 9, 2016.
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.)

None

E. PETITIONS & COMMUNICATIONS

1. Special Event-Easter Sunrise Service.

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

1. Change the regular Council Meeting on May 3, 2016 to May 2, 2016.

H. RESOLUTIONS

1. Resolution No. 5671 entitled, "RESOLUTION ACCEPTING IMPROVEMENTS AND AUTHORIZING FINAL PAYMENT TO NORTHSTAR DEMOLITION AND REMEDIATION FOR WORK ASSOCIATED WITH THE PROJECT KNOWN AS THE 38MW POWER PLANT DECONSTRUCTION PROJECT".

2. Resolution No. 5672 entitled, "RESOLUTION APPROVING A LEASE AGREEMENT FOR THE RENTAL OF 400 SQUARE FEET OF THE MOLENGRACHT PLAZA FOR OUTDOOR DINING".

3. Resolution No. 5673 entitled, "A RESOLUTION APPROVING PELLA FARMER'S MARKET EXEMPTION FROM THE REQUIRED PEDDLERS, SOLICITORS AND TRANSIENT MERCHANT LICENSE".

I. ORDINANCES

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

1. Ordinance No. 906 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA BY AMENDING CHAPTER 165, ZONING ORDINANCE, 165.33 BY AMENDING THE PROVISIONS PERTAINING TO HIGHWAY 163 BYPASS SIGNAGE." (This item was tabled on February 16, 2016.)

2. Ordinance No. 907 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 69 PARKING REGULATIONS." (2nd Reading)

3. Ordinance No. 908 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 171 SCHEDULE OF RATES AND FEES." (1ST Reading)

J. CLAIMS

1. Abstract of bills No. 1955.

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 April 5, 2016. The deadline for items is March 28, 2016. *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.*



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-1-a

SUBJECT: Small Power Production and Cogeneration Policy

DATE: March 15, 2016

BACKGROUND: Staff would like to discuss the proposed Distributed Generation Workbook which was compiled by Missouri River Energy Services (MRES) and is intended to meet the requirements of the Public Power Utilities Regulatory Policy Act of 1978 (PURPA).

As background, PURPA is intended to encourage the use of cogeneration and small production facilities where such devices might utilize alternate fuels and thus might make a significant contribution to the nation's effort to conserve energy resources. These facilities are referred to as a Qualifying Facility (QF). Under federal regulations, utilities are required to interconnect and operate parallel with a QF. Furthermore, utilities are also required to buy and sell power to a QF at nondiscriminatory rates. It is important to note, municipal utilities can establish rates for purchasing power from a QF based on their avoided costs. Due to the highly capital intensive nature of the electric industry, avoided costs are typically related to the utility's cost of purchasing or not burning fuel for their customer load. The avoided cost rate under this policy is 3.04 cents per kWh and is adjusted by MRES on an annual basis. This rate represents the avoided cost by MRES in providing power for their customer load.

During the meeting, staff will be providing an overview of the Distributed Generation Workbook. In addition, staff will also be discussing the procedures and guidelines contained in the workbook and how they would be applied in the event the City has a customer wishing to install distributed generation.

Finally, once staff receives Council input, this workbook will be scheduled for formal approval via a resolution at a future council meeting.

ATTACHMENTS: Distributed Generation Workbook

REPORT PREPARED BY: Electric Distribution

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Seeking Council's input.



PELLA *Iowa* A TOUCH OF HOLLAND

Distributed Generation Workbook

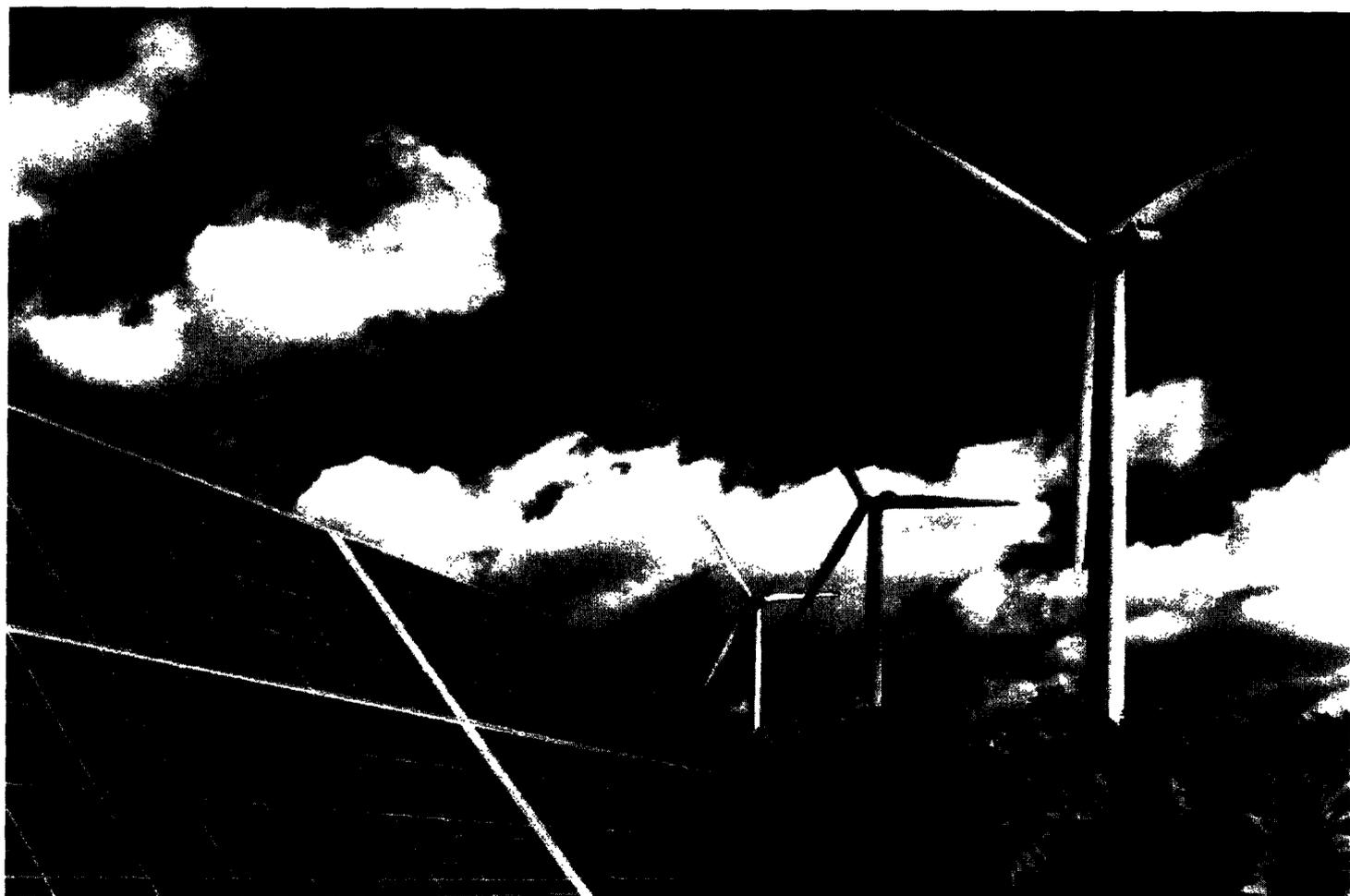


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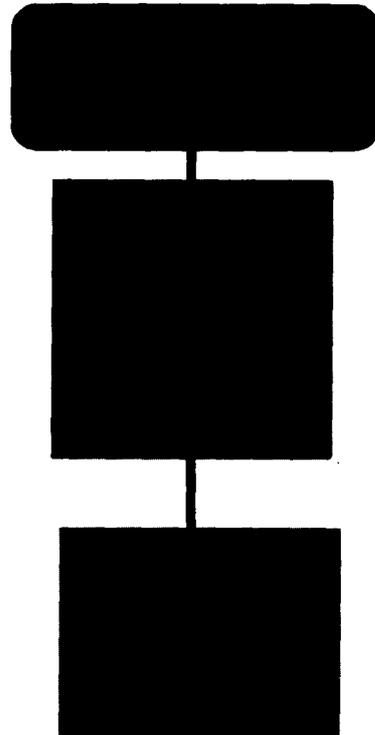
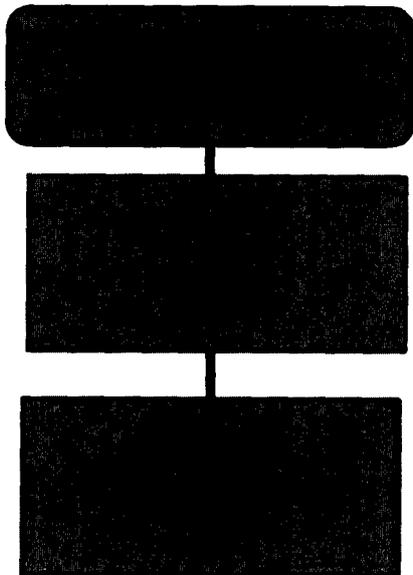
**PETITION OF WAIVER and FERC
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SECTION 1

INTRODUCTION TO DISTRIBUTED GENERATION INTERCONNECTION WITH YOUR LOCAL PUBLIC POWER UTILITY - CITY OF PELLA

Local Public Power Electric Utility - City of Pella and Missouri River Energy Services

Your local public power electric utility, City of Pella, is owned by the citizens of the community and operated for the distribution of electric power and energy to the consumer. Wholesale electric power supply is provided to your community by Missouri River Energy Services (MRES).

MRES, a joint action agency, began in the early 1960s as an informal association of northwest Iowa municipalities with their own electric systems, which decided to coordinate their efforts in negotiating power supply. City of Pella (Municipality) has executed a Power Sale Agreement (S-1) with MRES, pursuant to which MRES has agreed to meet Municipality's Power Requirements on an integrated resource system-wide planning basis. The term of the S-1 Agreement was extended to January 1, 2046.

The Public Utilities Regulatory Policies Act of 1978 (PURPA)

PURPA, as amended by the Energy Policy Act of 2005, requires your local utility (MEMBER) to buy power and sell power to any Qualifying Facility (QF) at nondiscriminatory rates. The Federal Energy Regulatory Commission (FERC) has since issued certain rules and regulations which encourage small power production and cogeneration, but are not entirely clear when dealing with local utilities which have entered into long-term arrangements with a power supplier like MRES.

In certain circumstances, PURPA may require a duplication of obligations to buy and sell power with QFs where, for example, cooperatives, joint action agencies, and their respective MEMBERS each have statutory duties under PURPA to interconnect and exchange power with QFs. This means that both MRES and MEMBER could be required to buy generation output of the QF and sell supplemental, backup, and maintenance power to a QF located within the MEMBER service territory.

The MEMBERS and MRES filed a Petition of Waiver with FERC on Section 210 of PURPA and have been granted such from FERC. This limited Waiver continues to protect a QF's legitimate interests under PURPA, while clearing up the confusion as to which entity (the MEMBER or MRES) is best situated to fulfill the PURPA obligations of buying and selling to a QF. This waiver also clears up any possible conflict with the S-1 Agreement that was signed by the MEMBER. As a condition of the waiver, FERC required the MEMBER and MRES to abide by a set of Rules for Compliance in 1994. (See Section 2.) These rules represent general guidelines since the nature, size, and character of QFs can vary widely. Policies have been prepared based upon these Rules for Compliance.

Qualifying Facilities: Cogeneration and Small Power Production

The purpose of PURPA Sections 201 and 210 and the FERC rules is to encourage the use of cogeneration and small production facilities where such devices might utilize alternate fuels and thus might make a significant contribution to the nation's effort to conserve energy resources.

PURPA defines these customer-owned distributed generation devices by dividing them into several categories: small power production facilities, cogeneration facilities, and hydroelectric small power production facilities. Small power production facilities rely on biomass, waste, or renewable resources, including wind, solar, and geothermal to produce electric power. Cogeneration facilities simultaneously produce two forms of useful energy such as electric power and steam. Cogeneration facilities use significantly less fuel to produce electricity and steam (or other forms of energy) than would be needed to produce the two separately. Hydroelectric small power production facilities include a generation facility that impounds or diverts the water of a natural watercourse by means of a new dam or diversion. Any customer-owned generation that meets one of the above descriptions as defined by PURPA and authorized by FERC, will be defined as a QF.

Under the FERC regulations and Petition of Waiver, the MEMBER is generally obligated to interconnect with, and operate in parallel with, a QF. Parallel operation is the operation of on-site generation by a customer while the customer is connected to the MEMBER utility system. The MEMBER is also required to sell electricity to generators who qualify under FERC standard, while MRES is required to purchase electricity from those QFs who qualify under FERC standards. All generation and transmission interconnections sought by QFs must comply with the requirements of the North American Electric Reliability Corporation (NERC), Mid-Continent Area Power Pool (MAPP), and/or other regional transmission providers.

FERC regulations allow the MEMBER and MRES to establish interconnection standards to ensure electrical system safety and reliability. The regulations also make it clear that MRES, MEMBER and its retail customers are not to be detrimentally affected as a result of a customer interconnection. Thus, other customers should not have a higher cost of electricity or lower quality of service because of the QF's interconnection. MRES and the MEMBER will not be required to make uncompensated investments to interconnect with QFs.

As stated by FERC, the purchase rate from QFs is based on the cost that can be avoided by MRES with such purchases, unless a state requires a mandated rate methodology that is applicable to the MEMBER. Avoided costs are classified in two basic components: energy related and capacity related. Energy related avoided costs are those associated with the cost of not burning or purchasing certain fuels. In the near-term, the only costs that can be avoided are those associated with energy, i.e., not burning coal, nuclear fuel, oil, etc. Capacity avoided costs are those associated with the capital cost of adding new generation, of a demand-side management (DSM)/energy efficiency option, or of the demand portion of a wholesale power purchase. If the QF has a reliable capacity value, then MRES will also include a capacity component as part of the purchase rate. Federal regulations require MRES to keep on file avoided cost data for the next five years and to update the data every two years. This can be requested from MRES at any time.

Any prospective customer who wishes to interconnect and operate in parallel with the MEMBER should contact the MEMBER and discuss the generation interconnect with MEMBER staff. A set of documents defines the policies and general requirements for interconnection and parallel operation.

Non-Qualifying Facilities: Standby and Emergency Generation

The MEMBER is not required to allow a customer-owned distributed generation to operate in parallel with the MEMBER electrical system if the generation does not satisfy qualifying status QF requirements. When a customer wishes to install non-qualifying generation, the MEMBER will review these requests on a case-by-case basis. These devices will only be connected to a MEMBER by an approved transfer switch that will break the circuit connected to the MEMBER'S electrical system before making the circuit with the Customer's generation or with a MEMBER-approved closed-transition switch.

SECTION 2

discussed in further detail in Section I of this Petition, the Commission previously granted these same waivers to MRES and 52 of its S-1 members in 1994 and to five more of its S-1 members in 2009.² The Filing Member has signed a Power Sale Agreement with MRES since the Commission granted the original waiver requests of MRES in 1994 and 2009.

Please direct correspondence relating to this request to the following persons:

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* Denotes person to be designated for service under the Commission's rules.

² *Missouri Basin Mun. Power Agency*, Letter Order, Docket No. EL09-13-000 (Feb. 6, 2009) ("2009 Order"). *Missouri Basin Mun. Power Agency*, 69 FERC ¶ 62,250 (1994). The 2009 Order and the MRES December 1, 2008 Petition approved in the 2009 Order are attached hereto as Attachments 2 and 3, respectively.

I. BACKGROUND AND INTEREST OF MRES AND THE FILING MEMBER

MRES is a municipal joint action agency formed under Chapter 28E of the Iowa Code and existing under the intergovernmental cooperation laws of the states of Iowa, Minnesota, North Dakota, and South Dakota. MRES is comprised of 61 member municipal electric distribution utilities located in these four states.

MRES supplies the supplemental requirements of 57 of its member municipalities under a Power Sale Agreement (S-1 Agreement).³ The 57 S-1 members and the Filing Member are identified in Attachment 1 to this Petition. Each S-1 Member purchases a fixed amount of electric power and energy from the Department of Energy, Western Area Power Administration (“WAPA”). Under the S-1 Agreement, each S-1 Member is required to purchase, and MRES is required to supply, all of the S-1 Member’s requirements for electric power and energy above the amount purchased from WAPA.

Unlike the S-1 Members, the Filing Member purchases all of its electrical requirements from MRES. The Filing Member is required to purchase its requirements from MRES pursuant to a Power Sale Agreement. As with all MRES members, the Filing Member owns and controls its local electric distribution system.

In 1994, MRES requested and was granted the same relief sought herein for itself and on behalf of the 52 S-1 Members it had at that time.⁴ In 2008, MRES and five additional S-1

³ The 57 S-1 Members consist of the 52 members for which the Commission approved in 1994 the request of MRES for PURPA waivers, along with the five members on behalf of which MRES sought and obtained PURPA waivers from the Commission in 2009.

⁴ 1994 Order, *supra* note 2.

Members sought from the Commission the same PURPA waivers (2008 Petition). The Commission granted the waiver request in 2009.⁵

The background, applicable facts, and applicable law are not different in any material respects since the Commission granted the previous waiver requests of MRES in 1994 and 2009. The only material change since that time is that MRES has added a new member that will purchase all of its electric requirements from MRES, and it is this change that has prompted MRES to file this Petition. The basis for this Petition is the same as that relied on in the 1994 Motion and 2008 Petition,⁶ which the Commission accepted as constituting circumstances warranting a waiver of the applicable Commission regulations.⁷ The Commission's standards for analyzing and granting such requests have not changed in any material respect since the Commission granted the 2008 MRES request.⁸ Therefore, MRES is submitting a brief statement of the basis for its request below, and is incorporating by reference the more detailed basis set forth in the 1994 Motion and 2008 Petition, rather than repeating every point made therein. The factual and legal statements made in the 1994 Motion and 2008 Petition, and accepted in the 1994 and 2009 Orders, apply equally to MRES and the Filing Member in 2013 as they did to MRES and the 57 Members to whom the Commission granted these same waivers in 1994 and 2009.

⁵ 2009 Order, *supra* note 2.

⁶ See Section II of the 2008 Petition, included hereto as Attachment 3.

⁷ 2009 Order, *supra* note 2.

⁸ The applicable regulatory standard is unchanged since 2009. A waiver of the regulations implementing section 210 of PURPA will be granted where the applicant "demonstrates that compliance with any of the requirements of [the regulation] is not necessary to encourage cogeneration and small power production and is not otherwise required under Section 210 of PURPA." 18 C.F.R. § 292.402(b). See *Central Iowa Power Coop.*, 108 FERC ¶ 61,282 at P 15 (2004). The seminal cases providing guidance and analysis in this area are the same today as in 1994: *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd Greensboro Lumber Co.*, 825 F.2d 518 (D.C. Cir. 1987), and *Seminole Elec. Coop., Inc.*, 39 FERC ¶ 61,354 (1987). See, e.g., *Illinois Mun. Elec. Agency*, 90 FERC ¶ 62,170, at p. 64,231 (2000) (granting waiver where the facts were "essentially the same" as those in *Oglethorpe* and *Seminole*).

II. BASIS FOR MOTION OF MRES AND THE FILING MEMBER

MRES and the Filing Member are non-regulated electric utilities within the meaning of PURPA.⁹ Under PURPA and the implementing regulations adopted by the Commission, MRES and the Filing Member have certain obligations with respect to buying power from, and selling power to, QFs. As MRES stated in its 1994 Motion and 2008 Petition, by requesting this waiver, MRES and the Filing Member do not attempt to avoid any PURPA-mandated obligations.¹⁰ Rather, MRES and the Filing Member simply seek to ensure that the entity that is best situated to effect Congress' intent in enacting PURPA (*i.e.*, to develop and encourage QFs) will have the appropriate obligation to buy or sell power.¹¹ For the reasons stated in the 1994 Motion and 2008 Petition and accepted in the 1994 and 2009 Orders, MRES, as the entity that evaluates and acquires bulk power resources to meet load, is in the best position to purchase power from QFs located within a Member's service territory, while its Members, which provide electric service at retail, are in a better position to provide the interconnection and retail service required by QFs.

A. The Requested Waiver of the 18 C.F.R. § 292.303(a) Purchase Obligation

MRES incorporates by reference Part II.A of its 1994 Motion,¹² on the basis that, as noted above, the arguments made in that section and accepted by the Commission in the 1994 Order apply equally to the Filing Member as they did to the S-1 Members at the time of the 1994 Motion. MRES is responsible, under its Power Sale Agreement with the Filing Member, for providing all of the electric energy of the Filing Member. MRES is, therefore, the interested party for purposes of meeting the PURPA purchase obligation of the Filing Member. As stated

⁹ See 16 U.S.C. § 2602(9) (PURPA § 3(9)) ("The term 'nonregulated electric utility' means any electric utility other than a State regulated electric utility.").

¹⁰ See 16 U.S.C. § 824a-3, 18 C.F.R. § 292.303.

¹¹ See *Soyland Power Coop. Inc.*, 50 FERC ¶ 62,072, at p. 63,075 (1990).

¹² 1994 Motion at 4-6.

in the 1994 Motion and 2008 Petition, MRES and the Filing Member submit that waiver of the Filing Member's obligation under 18 C.F.R. § 292.303(a) to purchase from QFs is proper for the following reasons:

- 1) Pursuant to this Petition for Waiver of the Filing Member's obligation to purchase from QFs, MRES has committed to make all appropriate purchases from QFs on behalf of the Filing Member.¹³
- 2) MRES continues to operate under the PURPA Policy Report ("Policy") described in the 1994 Motion,¹⁴ and attached hereto as Attachment 4, which sets forth the obligations of MRES in the event this waiver request is granted. The Filing Member is in the process of adopting the Policy as well.
- 3) MRES and the Filing Member submit that the granting of this Petition shall not subject a QF to any duplicate interconnection charges or charges for wheeling power to MRES across the transmission lines of a Member.¹⁵
- 4) By this Petition and in accordance with the Policy, MRES stands ready and willing to stand in the shoes of the Filing Member to purchase QF power at the MRES full avoided cost.¹⁶
- 5) The waiver of this purchase obligation of the Filing Member will not frustrate Congress' intent to encourage QFs under PURPA because no QF will be deprived of a market for its power, and the MRES full avoided cost shall be sufficient to stimulate efficient QF generation.¹⁷

B. The Requested Waiver of the 18 C.F.R. § 292.303(b) Sales Obligation

MRES incorporates by reference Part II.B of its 1994 Motion¹⁸ on the basis that, as noted above, the arguments made in that section and accepted by the Commission in the 1994 and 2009 Orders apply equally to the Filing Member as they did to the S-1 Members at the time of the

¹³ See 2008 Petition at 6, 2009 Order at 3; see also 1994 Motion at 4-5, 1994 Order at pp. 64,639-40.

¹⁴ 1994 Motion at 4-5.

¹⁵ See 2008 Petition at 6, 2009 Order at 3; see also 1994 Motion at 5 (citing *Public Util. Comm'n of Texas*, 50 FERC ¶ 62,125 (1990)), 1994 Order at p. 64,640.

¹⁶ See 2008 Petition at 6, 2009 Order at 3; see also 1994 Motion at 5-6 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075, along with *Oglethorpe* and *Seminole*, *supra* note 8), 1994 Order at p. 64,640.

¹⁷ See 2008 Petition at 6, 2009 Order at 3; see also 1994 Motion at 6 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075, and *Oglethorpe* and *Seminole*, *supra* note 8); see generally 1994 Order.

¹⁸ 1994 Motion at 6-7.

1994 Motion and 2008 Petition. As stated in the 1994 Motion and 2008 Petition, MRES submits that waiver of its obligation under 18 C.F.R. § 292.303(b) to sell directly to QFs is proper for the following reasons:

- 1) Pursuant to MRES Policy, the Filing Member will adequately meet the obligation of MRES under 18 C.F.R. § 292.303(b) to sell directly to QFs.¹⁹
- 2) By this Petition and in accordance with the Policy, the Filing Member will offer supplementary, backup, maintenance, and interruptible power to QFs. The rates for such power will be determined between the Filing Member and a QF, and such rates will be nondiscriminatory, just and reasonable, and in the public interest. As a result, a separate sales requirement for MRES would not significantly further the establishment and development of QFs, and is therefore not necessary.²⁰

C. Publication of Notice in Filing Member's Service Area

In accordance with 18 C.F.R. § 292.402(a), MRES has published notice of its intent to file this Petition for Waiver, as well as a description of the Petition, in the Pella Chronicle, the newspaper of general circulation within the service area of the Filing Member. The last publication occurred on June 20, 2013, and no responses have been received. Upon request, MRES will be pleased to provide an affidavit of the publication of such notice in the Filing Member's community.²¹

¹⁹ See 2008 Petition at 7, 2009 Order at 3; see also 1994 Motion at 6, 1994 Order at pp. 64,639-40.

²⁰ See 2008 Petition at 7, 2009 Order at 3; see also 1994 Motion at 6-7 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075), 1994 Order at pp. 64,639-40.

²¹ See 2008 Petition at 7-8, 2009 Order at 4; see also 1994 Motion at 7, 1994 Order at p. 64,639.

III. RELIEF REQUESTED

WHEREFORE, MRES and the Filing Member respectfully request that the Commission grant this Petition for Waiver of:

1. The Filing Member's obligation under 18 C.F.R. § 292.303(a) to purchase power directly from QFs;
2. The obligation of MRES under 18 C.F.R. § 292.303(b) to sell power directly to QFs; and
3. That MRES and the Filing Member be afforded all other relief deemed appropriate by the Commission.

Respectfully submitted,

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Counsel to Missouri River Energy Services

July 23, 2013

ATTACHMENT 1

List of MRES S-1 members and Filing Member

Attachment 1

**The Filing Member and Members of Missouri River Energy Services
That are Parties to the Power Sale Agreement (S-1)**

<u>Iowa</u>	<u>North Dakota</u>	<u>South Dakota</u>	<u>Minnesota</u>
Alton	Cavalier	Beresford	Adrian
Denison	Hillsboro	Big Stone City	Alexandria
Hartley	Lakota	Brookings	Barnesville
Hawarden	Northwood	Burke	Benson
Kimballton	Valley City	Faith	Breckenridge
Lake Park	Riverdale	Flandreau	Detroit Lakes
Manilla		Ft. Pierre	Elbow Lake
Orange City		Pierre	Henning
Paullina		Vermillion	Jackson
Pella*		Watertown	Lakefield
Primghar		Winner	Lake Park
Remsen		Pickstown	Luverne
Rock Rapids			Madison
Sanborn			Marshall
Shelby			Melrose
Sioux Center			Moorhead
Woodbine			Ortonville
			St. James
			Sauk Centre
			Staples
			Wadena
			Westbrook
			Worthington

*The Filing Member became a member of Missouri River Energy Services since the Commission originally granted MRES's waiver requests in 1994 and 2009. Unlike the S-1 Members, the Filing Member purchases all of its electrical requirements from MRES.

ATTACHMENT 2

2009 FERC Order Granting Petition for Waiver

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

Missouri Basin Municipal Power Agency., *et al.*
Docket No. EL09-13-000

February 6, 2009

Van Ness Feldman, PC
1050 Thomas Jefferson St., NW
Washington, D.C. 2000

Attention: David P. Yaffe, Esq.
Pamela J. Anderson., Esq.
Kevin Gallagher, Esq.

Reference: Missouri Basin Municipal Power Agency -- Request for Partial Waiver of
Regulations for Qualifying Cogeneration Facilities

Dear Messrs. Yaffe and Gallagher and Ms. Anderson:

On December 1, 2008, Missouri Basin Municipal Power Agency (Missouri Basin) filed, on behalf of itself and five of its members (Members),¹ a petition for partial waiver of certain of the Commission's regulations implementing section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA),² pursuant to section 292.402 of the Commission's regulations.³ As discussed below, we will grant the applicants' petition.

Background

Members are consumer-owned non-regulated electric utilities.⁴ Missouri Basin is a non-regulated generation and transmission cooperative organized by Members. Each seeks waiver of certain electric utility obligations concerning qualifying small power production and cogeneration facilities (QFs). Specifically, Members seek waiver of their

¹ Members of the Missouri Basin that are parties to this petition for waiver include Riverdale, North Dakota; Pickstown, South Dakota; and the Minnesota municipalities of Breckenridge, Marshall and Melrose.

² 16 U.S.C. § 824a-3 (2006).

³ 18 C.F.R. § 292.402 (2008).

⁴ Section 3(9) of PURPA defines a non-regulated electric utility as "...any electric utility other than a State regulated electric utility."

obligation, as individual electric utilities under Section 292.303(a) of the Commission's Regulations, to purchase power directly from QFs. Missouri Basin seeks waiver of its obligation, as an electric utility under Section 292.303(b) of the Commission's Regulations, to sell power directly to QFs.

Missouri Basin states that it supplies supplemental requirements (beyond that power purchased as a fixed amount of electric power from the Western Area Power Administration) to 57 of its member municipalities under a power sale agreement dated October 1, 1976 and subsequently amended (October 1976 Sales Agreement). These 57 members consist of the five Members on whose behalf Missouri Basin filed its instant waiver request, and 52 members for which the Commission approved an essentially identical waiver request in 1994.⁵ Under the October 1976 Sales Agreement, each member is required to purchase, and Missouri Basin (through an affiliate) is required to supply, all of the member's requirements for electric power above the amount purchased from WAPA. Missouri Basin is not requesting waiver for any members that do not purchase their full supplemental requirements under the October 1976 Sales Agreement.

Missouri Basin states that the background, applicable facts, and applicable law in the instant request are not different in any material respect from the request granted in *Missouri Basin*. Missouri Basin states that the only material change since that time is that five new members have been added to the October 1976 sales agreement, and that it is this change that has prompted the filing of the instant petition. Missouri Basin reiterates that the factual and legal statements made in its petition leading up to *Missouri Basin* apply equally to the five Members as they did to the original 52 members granted waiver in *Missouri Basin*.

Petition for Waiver

Under PURPA and the implementing regulations adopted by the Commission, Missouri Basin and its members have certain obligations with respect to buying power from and selling power to QFs. Missouri Basin states that it does not attempt to avoid any PURPA-mandated obligations, but rather to ensure that the entity that is best situated to effect Congress's intent in enacting PURPA will have the obligation to buy or sell power.⁶ Missouri Basin states that, for the reasons relied upon in *Missouri Basin*, Missouri Basin, as the entity that evaluates and acquires bulk power resources to meet load, is in the best position to purchase power from QFs located within a member's

⁵ *Missouri Basin* 69 FERC 62,250 (1994). See also *Oglethorpe Power Corporation, et al.*, 32 FERC ¶ 61,103 (1985), *affirmed on rehearing*, 35 FERC ¶ 61,069 (1986), and *Seminole Electric Cooperative, Inc., et al.*, 39 FERC ¶ 61,354 (1987).

⁶ *Citing Soyland Power Coop. Inc.*, 50 FERC ¶ 62,072 at 63,075 (1990).

service territory, while its members, which provide electric service at retail, are in a better position to provide the interconnection and retail service required by those QFs.

Missouri Basin states that the waiver of the Members' obligations under 18 C.F.R. § 292.303(a) to purchase from QFs is proper for the following reasons:

1. Pursuant to this Petition for Waiver of the Members' obligation to purchase from QFs, Missouri Basin has committed to make all appropriate purchases from QFs on the behalf of the Members.
2. Missouri Basin continues to operate under the PURPA Policy Report (Policy) described in the 1994 Motion, and attached to the Motion as Exhibit A, which sets forth the obligations of Missouri Basin in the event this waiver request is granted. The Members are in the process of adopting the Policy as well.
3. Missouri Basin and the Members submit that the granting of this Petition shall not subject a QF to any duplicate interconnection charges or charges for wheeling power to Missouri Basin across the transmission lines of a Member.
4. By this Petition and in accordance with the Policy, Missouri Basin stands ready and willing to stand in the shoes of the Members to purchase QF power at the Missouri Basin full avoided cost.
5. The waiver of this purchase obligation of the Members will not frustrate Congress' intent to encourage QFs under PURPA because no QF will be deprived of a market for its power, and the Missouri Basin's full avoided cost shall be sufficient to stimulate efficient QF generation.

Missouri Basin states that the waiver of its obligations under 18 C.F.R. § 292.303(b) to sell directly to QFs is proper for the following reasons:

1. Pursuant to Missouri Basin's Policy, the Members will adequately meet the obligation to Missouri Basin under 18 C.F.R. § 292.303(b) to sell directly to QFs.
2. By this Petition and in accordance with the Policy, the Members will offer supplementary, backup, maintenance, and interruptible power to QFs. The rates for such power will be determined between a Member and a QF, and such rates will be nondiscriminatory, just and reasonable, and in the public interest. As a result, a separate sales requirement for Missouri Basin would not significantly further the establishment and development of QFs, and is therefore not necessary.

Notices and Pleadings

This filing was noticed in the *Federal Register*, 73 Fed. Reg. 76,629 (2008), with protests or motions to intervene due on or before December 31, 2008. None was filed. Missouri Basin also published local notices of the petition for waiver in newspapers of general circulation in the service areas of the Members in compliance with Section 292.402(a) of the Commission's Regulations. Missouri Basin received no responses to the newspaper notices.

Discussion

Taking into account all relevant factors, including the commitments made by the applicants as described above, the requested partial waivers of the Members' purchase obligations and Missouri Basin's sales obligation are granted.

This action is taken pursuant to authority delegated to the Director, Division of Tariffs and Market Development - West under 18 C.F.R. § 375.307(a)(6)(iii) (2008). This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2008).

If you have any questions concerning this order, please contact Chris Jones at (202)502-6689.

Sincerely,

Steve P. Rodgers, Director
Division of Tariffs and Market
Development - West

cc: Thomas Heller
Jeff Peters
Missouri River energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920

Document Content(s)

19998495.DOC.....1-4

ATTACHMENT 3

2008 MRES Petition for Waiver

ORIGINAL

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

DEPARTMENT OF THE
ENERGY

2008 DEC -1 P 4:49

Missouri River Energy Services)

FERC Docket No. EL09-13-000

FEDERAL ENERGY
REGULATORY COMMISSION
EL09-13-000

PETITION OF
MISSOURI RIVER ENERGY SERVICES
ON BEHALF OF ITSELF AND FIVE OF ITS MEMBERS
FOR WAIVER OF CERTAIN OF
THE COMMISSION'S REGULATIONS
IMPLEMENTING SECTION 210 OF PURPA

Missouri Basin Municipal Power Agency, ~~doing business as Missouri River Energy Services~~ ("MRES"), on behalf of itself and five of its members, Riverdale, North Dakota; Pickstown, South Dakota; and Breckenridge, Marshall and Melrose, Minnesota ("Filing Members"),¹ hereby files this Petition for Waiver of Certain of the Regulations of the Federal Energy Regulatory Commission ("Commission") Implementing Section 210 of the Public Utility Regulatory Policies Act of 1978 ("PURPA") (16 U.S.C. § 824a-3), as amended by the Energy Policy Act of 2005 ("EPA 2005"). This Petition is filed pursuant to Rule 307 of the Commission's Revised General Rules (18 C.F.R. § 375.307), Rules 303 and 402 of the Commission's Regulations implementing section 210 of PURPA (18 C.F.R. §§ 292.303 and 292.402), and Rule 212 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.212).

¹ As explained in Section I, *infra*, the MRES Members on behalf of whom MRES files this Petition, Riverdale, North Dakota; Pickstown, South Dakota; and Breckenridge, Marshall and Melrose, Minnesota, are municipal members of MRES who have become S-1 Members (*i.e.*, MRES members purchasing all of their supplemental requirements from MRES) since MRES originally obtained the same waiver requested herein for its 52 S-1 Members in 1994. At that time, MRES was known as Missouri Basin Municipal Power Agency ("MBMPA"). MBMPA adopted the trade name Missouri River Energy Services for purposes of doing business in 1998. For purposes of clarity, MRES will be used hereinafter. A current list of S-1 Members, including the Filing Members, is attached hereto as Attachment 1.

Specifically, the Filing Members seek waiver of their obligations under 18 C.F.R. § 292.303(a) to purchase power directly from qualifying facilities ("QFs"). Concurrently, MRES seeks waiver of its obligation under 18 C.F.R. § 292.303(b) to sell power directly to QFs. As discussed in further detail in Section I of this Petition, the Commission previously granted these same waivers to MRES and its 52 S-1 members in 1994.² The instant Filing Members have become signatories to the Power Sale Agreement (S-1) with MRES since the Commission granted the original waiver request of MRES in 1994.

Please direct correspondence relating to this request to the following persons:

Thomas Heller
Jeff Peters *
Missouri River Energy Services
P.O. Box 88920
3724 West Avera Drive
Sioux Falls, S.D. 57109-8920
Phone (605) 338-4042
Fax: (605) 978-9360
Email: THeller@mrenergy.com
JeffP@mrenergy.com

and

David P. Yaffe
Pamela J. Anderson
Kevin Gallagher*
Van Ness Feldman, PC
1050 Thomas Jefferson St., NW
Washington, DC 20007
Phone: (202) 298-1800
Fax: (202) 338-2361
Email: dpy@vnf.com
pja@vnf.com
kmg@vnf.com

* Denotes person to be designated for service under the Commission's rules.

² *Missouri Basin Mun. Power Agency*, 69 FERC ¶ 62,250 (1994) ("1994 Order"). The 1994 Order and the MRES September 16, 1994 motion ("1994 Motion") approved in the 1994 Order are attached hereto as Attachments 2 and 3, respectively. Note that although the 1994 Motion was filed in Docket No. IR-1534-000, the 1994 Order was issued in Docket No. IR-1096-001.

L. BACKGROUND AND INTEREST OF MRES AND THE FILING MEMBERS

MRES is a municipal joint action agency formed under Chapter 28E of the Iowa Code and existing under the intergovernmental cooperation laws of the states of Iowa, Minnesota, North Dakota, and South Dakota. MRES is comprised of 60 member municipalities from those four states, each of which operates its own electric system.

MRES supplies the supplemental requirements of 57 of its member municipalities under a Power Sale Agreement (S-1), dated as of October 1, 1976, as amended and restated as of January 1, 1993, and as amended and restated as of January 1, 2007.³ The 57 S-1 members, including the Filing Members, are identified in Attachment 1 to this Petition.⁴ As their first increment of power supply, each S-1 Member purchases a fixed amount of electric power and energy from the Department of Energy, Western Area Power Administration ("WAPA"). Under the Power Sale Agreement (S-1), each S-1 Member is required to purchase, and MRES is required to supply, all of the S-1 Member's requirements for electric power and energy above the amount purchased from WAPA. MRES is not requesting the waiver sought in this Petition for those members of MRES that do not purchase their full supplemental requirements under the Power Sale Agreement (S-1).

In 1994, MRES requested and was granted the same relief sought herein for itself and on behalf of the 52 S-1 Members it had at that time.⁵ The background, applicable

³ The 57 S-1 Members consist of the 52 members for which the Commission approved in 1994 the request of MRES for PURPA waivers, along with the five Filing Members on behalf of which MRES requests the same PURPA waiver in the instant Petition.

⁴ Attachment 1 to this Petition updates Appendix A to the 1994 Motion by adding the five Filing Members.

⁵ 1994 Order, *supra* note 2.

facts, and applicable law are not different in any material respects as compared to the time of the 1994 Motion and the Commission's 1994 Order granting the waiver requested in the 1994 Motion. The only material change since that time is that MRES has added five new S-1 Members, and it is this change that has prompted MRES to file this Petition. The basis for this Petition is the same as that relied on in the 1994 Motion,⁶ which the Commission accepted as constituting circumstances warranting a waiver of the applicable Commission regulations.⁷ The Commission's standards for analyzing and granting such requests have not changed in any material respect since the Commission granted the 1994 MRES request.⁸ Therefore, MRES is submitting a brief statement of the basis for its request below, and is incorporating by reference the more detailed basis set forth in the 1994 Motion, rather than repeat every point made therein. The factual and legal statements made in the 1994 Motion and accepted in the 1994 Order apply equally to MRES and the five Filing Members in 2008 as they did to MRES and the 52 Members granted these same waivers in 1994.

⁶ See Section II of the 1994 Motion, included hereto as Attachment 3.

⁷ 1994 Order, *supra* note 2.

⁸ The applicable regulatory standard is unchanged since 1994, despite the PURPA revisions mandated by EPA's 2005 and the Commission's subsequent implementation of the new PURPA requirements. A waiver of the regulations implementing section 210 of PURPA will be granted where the applicant "demonstrates that compliance with any of the requirements of [the regulation] is not necessary to encourage cogeneration and small power production and is not otherwise required under Section 210 of PURPA." 18 C.F.R. § 292.402(b). See *Central Iowa Power Coop.*, 108 FERC ¶ 61,282 at P 15 (2004). The seminal cases providing guidance and analysis in this area are the same today as in 1994: *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd Greensboro Lumber Co.*, 825 F.2d 518 (D.C. Cir. 1987), and *Seminole Elec. Coop., Inc.*, 39 FERC ¶ 61,354 (1987). See, e.g. *Illinois Mun. Elec. Agency*, 90 FERC ¶ 62,170, at p. 64,231 (2000) (granting waiver where the facts were "essentially the same" as those in *Oglethorpe* and *Seminole*).

II. BASIS FOR MOTION OF MRES AND THE FILING MEMBERS

MRES and the Filing Members are non-regulated electric utilities within the meaning of PURPA.⁹ Under PURPA and the implementing regulations adopted by the Commission, MRES and the Filing Members have certain obligations with respect to buying power from, and selling power to, QFs. As MRES stated in its 1994 Motion, by requesting this waiver, MRES and the Filing Members do not attempt to avoid any PURPA-mandated obligations.¹⁰ Rather, MRES and the Filing Members simply seek to ensure that the entity that is best situated to effect Congress' intent in enacting PURPA (*i.e.*, to develop and encourage QFs) will have the appropriate obligation to buy or sell power.¹¹ For the reasons stated in the 1994 Motion and accepted in the 1994 Order, MRES, as the entity that evaluates and acquires bulk power resources to meet load, is in the best position to purchase power from QFs located within a Member's service territory, while its Members, which provide electric service at retail, are in a better position to provide the interconnection and retail service required by those QFs.

A. The Requested Waiver of the 18 C.F.R. § 292.303(a) Purchase Obligation

MRES incorporates by reference Part II.A of its 1994 Motion,¹² on the basis that, as noted above, the arguments made in that section and accepted by the Commission in the 1994 Order apply equally to the five Filing Members as they did to the S-1 Members at the time of the 1994 Motion. MRES is responsible under the S-1 contract for providing all of the electric energy of its 57 S-1 Members, including the Filing Members,

⁹ See 16 U.S.C. § 2602(9) (PURPA § 3(9)) ("The term 'nonregulated electric utility' means any electric utility other than a State regulated electric utility.").

¹⁰ See 16 U.S.C. § 824a-3, 18 C.F.R. § 292.303.

¹¹ See *Soyland Power Coop. Inc.*, 50 FERC ¶ 62,072, at p. 63,075 (1990).

¹² 1994 Motion at 4-6.

that the S-1 Members do not purchase from WAPA. MRES is, therefore, the interested party for purposes of meeting the PURPA purchase obligation of the Filing Members.¹³

As stated in the 1994 Motion, MRES and the Filing Members submit that waiver of the Filing Members' obligations under 18 C.F.R. § 292.303(a) to purchase from QFs is proper for the following reasons:

- 1) Pursuant to this Petition for Waiver of the Filing Members' obligation to purchase from QFs, MRES has committed to make all appropriate purchases from QFs on behalf of the Filing Members.¹⁴
- 2) MRES continues to operate under the PURPA Policy Report ("Policy") described in the 1994 Motion,¹⁵ and attached to the 1994 Motion as Exhibit A,¹⁶ which sets forth the obligations of MRES in the event this waiver request is granted. The Filing Members are in the process of adopting the Policy as well.
- 3) MRES and the Filing Members submit that the granting of this Petition shall not subject a QF to any duplicate interconnection charges or charges for wheeling power to MRES across the transmission lines of a Member.¹⁷
- 4) By this Petition and in accordance with the Policy, MRES stands ready and willing to stand in the shoes of the Filing Members to purchase QF power at the MRES full avoided cost.¹⁸
- 5) The waiver of this purchase obligation of the Filing Members will not frustrate Congress' intent to encourage QFs under PURPA because no QF will be deprived of a market for its power, and the MRES full avoided cost shall be sufficient to stimulate efficient QF generation.¹⁹

¹³ Minnesota has a statute intended to encourage cogeneration, small power production and net metering which requires a municipal electric utility to purchase all energy and capacity made available by a QF having less than 40 kW of capacity. (Minn. Stat. § 216B.164) Meeting the PURPA purchase obligation of its Minnesota members is consistent with the Minnesota statute. (See, Minn. Stat. § 216B.164 subd. 3(d)).

¹⁴ See *id.* at 4-5, 1994 Order at pp. 64,639-40.

¹⁵ 1994 Motion at 4-5.

¹⁶ The 1994 Motion, along with Exhibit A to that motion, are included hereto as Attachment 2.

¹⁷ See *id.* at 5 (citing *Public Util. Comm'n of Texas*, 50 FERC ¶ 62,125 (1990)), 1994 Order at p. 64,640.

¹⁸ See 1994 Motion at 5-6 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075, along with *Oglethorpe and Seminole*, *supra* note 8), 1994 Order at p. 64,640.

¹⁹ See 1994 Motion at 6 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075, and *Oglethorpe and Seminole*, *supra* note 8); see generally 1994 Order.

B. The Requested Waiver of the 18 C.F.R. § 292.303(b) Sales Obligation

MRES incorporates by reference Part II.B of its 1994 Motion²⁰ on the basis that, as noted above, the arguments made in that section and accepted by the Commission in the 1994 Order apply equally to the five Filing Members as they did to the S-1 Members at the time of the 1994 Motion. As stated in the 1994 Motion, MRES submits that waiver of its obligation under 18 C.F.R. § 292.303(b) to sell directly to QFs is proper for the following reasons:

- 1) Pursuant to MRES Policy, the Filing Members will adequately meet the obligation of MRES under 18 C.F.R. § 292.303(b) to sell directly to QFs.²¹
- 2) By this Petition and in accordance with the Policy, the Filing Members will offer supplementary, backup, maintenance, and interruptible power to QFs. The rates for such power will be determined between a Filing Member and a QF, and such rates will be nondiscriminatory, just and reasonable, and in the public interest. As a result, a separate sales requirement for MRES would not significantly further the establishment and development of QFs, and is therefore not necessary.²²

C. Publication of Notice in Filing Members' Service Areas

In accordance with 18 C.F.R. § 292.402(a), MRES has published notice of its intent to file this Petition for Waiver, as well as a description of the Petition, in newspapers of general circulation within the service areas of the Filing Members. The last publication occurred on October 29, 2008, and no responses have been received.

²⁰ 1994 Motion at 6-7.

²¹ See 1994 Motion at 6, 1994 Order at pp. 64,639-40.

²² See 1994 Motion at 6-7 (citing *Soyland Power Coop.*, 50 FERC at p. 63,075), 1994 Order at pp. 64,639-40.

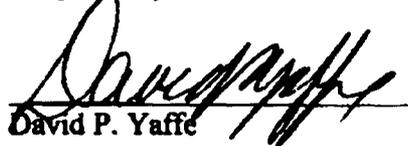
Upon request, MRES will be pleased to provide affidavits of the publication of such notice in all Filing Member communities.²³

III. RELIEF REQUESTED

WHEREFORE, MRES and the Filing Members respectfully request that the Commission grant this Petition for Waiver of:

1. The Filing Members' obligation under 18 C.F.R. § 292.303(a) to purchase power directly from QFs;
2. The obligation of MRES under 18 C.F.R. § 292.303(b) to sell power directly to QFs; and
3. That MRES and the Filing Members be afforded all other relief deemed appropriate by the Commission.

Respectfully submitted,



David P. Yaffe
Pamela J. Anderson
Kevin Gallagher
1050 Thomas Jefferson St., NW
Washington, DC 20007
Phone: (202) 298-1800
Fax: (202) 338-2361

Counsel to Missouri River Energy Services

December 1, 2008

²³ See 1994 Motion at 7, 1994 Order at p. 64,639.

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Missouri River Energy Services)

Docket No. EL08-___

**Notice of Petition for Waiver of Certain of the
Commission's Regulations Implementing Section 210 of PURPA**

(December __, 2008)

Take notice that on December 1, 2008, Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (hereinafter "MRES"), filed a petition seeking, pursuant to 18 C.F.R. § 292.402, a waiver of certain obligations imposed under Sections 292.303(a) and 292.303(b) of the Commission's Regulations (18 C.F.R. Part 292 Subpart C) which implement Section 210 of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), as amended by the Energy Policy Act of 2005. MRES has duly implemented the Commission's PURPA Regulations by filing a PURPA implementation plan on March 1, 1982, as amended on May 19, 1994.

MRES requests a waiver on behalf of five of its members: Riverdale, North Dakota; Pickstown, South Dakota; and Breckenridge, Marshall, and Melrose, Minnesota ("Filing Members"). Specifically, MRES seeks a waiver of the requirement contained in 18 C.F.R. § 292.303(a) which would require the Filing Members to purchase power made available from any qualifying facility ("QF") and of the obligation in 18 C.F.R. § 292.303(b) which would require MRES to make sales to any QF. MRES believes that purchases by the Filing Members from QFs or sales by MRES to QFs are unnecessary to encourage cogeneration or small power production and are not otherwise required by Section 210 of PURPA.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate, pursuant to 18 C.F.R. § 385.214. Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington,

D.C. There is an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

**Kimberly D. Bose
Secretary**

ATTACHMENT 1

**Members of Missouri River Energy Services
That are Parties to the Power Sale Agreement (S-1)**

<u>Iowa</u>	<u>North Dakota</u>	<u>South Dakota</u>	<u>Minnesota</u>
Alton	Cavalier	Beresford	Adrian
Denison	Hillsboro	Big Stone City	Alexandria
Hartley	Lakota	Brookings	Barnesville
Hawarden	Northwood	Burke	Benson
Kimballton	Valley City	Faith	Detroit Lakes
Lake Park	Riverdale*	Flandreau	Elbow Lake
Manilla		Ft. Pierre	Henning
Orange City		Pierre	Jackson
Paullina		Vermillion	Lakefield
Primghar		Watertown	Lake Park
Remsen		Winner	Luverne
Rock Rapids		Pickstown*	Madison
Sanborn			Moorhead
Shelby			Ortonville
Sioux Center			St. James
Woodbine			Sauk Centre
			Staples
			Wadena
			Westbrook
			Worthington
			Breckenridge*
			Marshall*
			Melrose*

*These members have become signatories to the Power Sale Agreement (S-1) since the Commission originally granted MRES's waiver request in 1994.

ATTACHMENT 2

69 FERC ¶ 62,250

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Missouri Basin Municipal)
Power Agency et al.)

Docket No. IR-1096-001

ORDER GRANTING PETITION FOR WAIVER
(Issued December 22, 1994)

On September 16, 1994, the Missouri Basin Municipal Power Agency (Missouri Basin), on its own behalf and on behalf of 52 of its members (Members), 1/ filed a petition for waiver pursuant to Section 292.402 of the Commission's Regulations implementing Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA). 2/ Members are consumer-owned non-regulated electric utilities. 3/ Missouri Basin is a non-regulated generation and transmission cooperative organized by Members. Each seeks waiver of certain electric utility obligations concerning qualifying small power production and cogeneration facilities (QFs). Specifically, Members seek waiver of their obligation, as individual electric utilities under Section 292.303(a) of the Commission's Regulations, to purchase power directly from QFs. Missouri Basin seeks waiver of its obligation, as an electric utility under Section 292.303(b) of the Commission's Regulations, to sell power directly to QFs.

Notice of the petition for waiver was published in the Federal Register with comments, protests or motions to intervene

1/ Members of the Missouri Basin that are parties to this petition for waiver include the Iowa municipalities of Alton, Denison, Hartley, Hawarden, Kimballton, Lake Park, Manilla, Orange City, Paullina, Pringhar, Renssen, Rock Rapids, Sanborn, Shelby, Sioux Center and Woodbine; the Minnesota municipalities of Adrian, Alexandria, Barnesville, Benson, Detroit Lakes, Elbow Lake, Henning, Jackson, Lakefield, Lake Park, Luverne, Madison, Moorhead, Ortonville, St. James, Sauk Centre, Staples, Wadena, Westbrook, and Worthington; the North Dakota municipalities of Cavalier, Hillsboro, Lakota, Northwood and Valley City; and the South Dakota municipalities of Beresford, Big Stone City, Brookings, Burke, Faith, Flandreau, Ft. Pierre, Pierre, Vermillion, Watertown and Winner.

2/ 16 U.S.C. 2601 et seq.

3/ Section 3(9) of PURPA defines a non-regulated electric utility as "...any electric utility other than a State regulated electric utility."

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-2-

Docket No. IR-1096-001

due on or before October 11, 1994. 4/ No responses were received. Missouri Basin also published local notices of the petition for waiver in newspapers of general circulation in the service areas of the Members in compliance with Section 292.402(a) of the Commission's Regulations. Missouri Basin received no responses to the newspaper notices.

Missouri Basin is an electric generation and transmission cooperative which does not sell electricity at retail. Missouri Basin provides wholesale power and energy to the Members, who are obligated to purchase all of their electricity requirements, except for the entitlement to a fixed amount of electric power and energy from the Western Area Power Administration, from Missouri Basin. Members, who have no generation resources of their own, wish to have Missouri Basin act as their agent to make purchases from QFs on their behalf. For their part, Members will provide supplementary, backup, maintenance, and interruptible power to a QF upon request.

The facts of this case are essentially the same as those in Oglethorpe Power Corporation, et al. (Oglethorpe), 32 FERC ¶ 61,103 (1985), affirmed on rehearing, 35 FERC ¶ 61,069 (1986), and Seminole Electric Cooperative, Inc., et al. (Seminole) 39 FERC ¶ 61,354 (1987). Consistent with Oglethorpe and Seminole, Missouri Basin and Members are granted a limited exemption from the requirements of Sections 292.303(a) and 292.303(b) of the Commission's Regulations pertaining to obligations of electric utilities.

The Director:

Grants the petition for waiver filed on September 16, 1994, by Missouri Basin and Members, pursuant to Section 292.402 of the Commission's Regulations pertaining to Members' purchase obligations under Section 292.303(a) and Missouri Basin's sales obligation under Section 292.303(b) of the Commission's Regulations implementing PURPA, subject to the following conditions:

1. Missouri Basin shall permit any QF to interconnect with the electric system of Missouri Basin. No QF will be subject to duplicative interconnection charges or charges for wheeling power to Missouri Basin across the lines of a Member or any other entity.
2. Members shall permit any QF to interconnect with the transmission system or distribution system of any

4/ 59 Fed. Reg. 51,424 (1994).

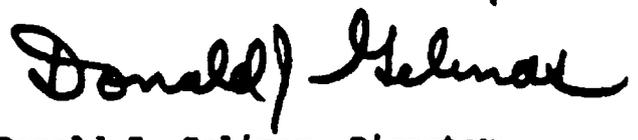
Docket No. IR-1096-001

Member. No QF will be subject to duplicative interconnection charges or charges for wheeling of backup power from an individual Member.

3. Missouri Basin shall be ready and willing to purchase energy and capacity at rates which comply with Part 292 from any QF from which a Member would otherwise be required to purchase. No QF will be subject to any duplicative charges or additional fees as a result of Missouri Basin's purchase of power from a QF that would otherwise be purchased by an individual Member.
4. Members shall be ready and willing to provide to any QF, upon request, supplementary, backup, maintenance, and interruptible power on either a firm or nonfirm basis at rates which comply with Part 292.

Authority to act on this matter is delegated to the Director, Division of Applications pursuant to Section 375.308 of the Commission's Regulations.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. Section 385.713.



Donald J. Galinas, Director
Division of Applications

ATTACHMENT 3

N

ORIGINAL

**Duncan
& Allen**

COLLEAGUES AT LAW

1575 Eye Street, Northwest
Washington, D.C. 20005-1575
Telephone (202) 289-8400
FAX (202) 289-8450

SEP 16 PM 4:36
RECEIVED
FEDERAL ENERGY REGULATORY COMMISSION

September 16, 1994

IR-1534-000

Ms. Lois D. Cashell, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Re: Motion of Missouri Basin Municipal Power Agency

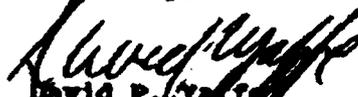
Dear Ms. Cashell:

Enclosed for filing of an original and 14 copies of the "Motion of Missouri Basin Municipal Power Agency, on Behalf of Itself and 52 of its Members for Waiver of Certain of the Commission's Regulations Implementing Section 210 of FURPA." The motion contains two attachments. Also enclosed is a form of notice of the motion. Please time-stamp and return the two additional copies of these documents enclosed herewith.

Missouri Basin Municipal Power Agency "MBMPA" is a body politic and corporate and thus a municipality within the meaning of the Federal Power Act. It is therefore exempt from any filing fee requirement. Moreover, it is MBMPA's understanding that no filing fee is required for actions of the type requested under 18 C.F.R. Part 381. Please contact the undersigned if you have any questions.

Thank you for your cooperation.

Sincerely,



David P. Yaffe
Counsel for Missouri Basin
Municipal Power Agency

Enclosures

Kirk Randall

SEP 16 1994

dx

9409210233

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

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FEDERAL ENERGY
REGULATORY COMMISSION

In the matter of
Missouri Basin Municipal
Power Agency, et al.

FERC Docket No. IR-1534-000

**NOTICE OF
MISSOURI BASIN MUNICIPAL POWER AGENCY
ON BEHALF OF ITSELF AND 52 OF ITS MEMBERS
FOR WAIVER OF CERTAIN OF
THE COMMISSION'S REGULATIONS
IMPLEMENTING SECTION 210 OF PURPA**

Missouri Basin Municipal Power Agency ("MEMPA"), on behalf of itself and its Members ("Members")^{1/}, hereby files this Motion for Waiver of Certain of the Federal Energy Regulatory Commission's ("Commission") Regulations Implementing Section 210 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. § 824a-3) ("PURPA"). This motion is filed pursuant to Rule 308 of the Commission's General Rules (18 C.F.R. § 375.308), Rules 303 and 402 of the Commission's Regulations implementing Section 210 of PURPA (18 C.F.R. §§ 292.303 and 292.402), and Rule 212 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.212).

^{1/} As explained in Section I of this Motion, *infra*, the Members of MEMPA are 52 of the 58 municipal members of MEMPA which purchase all of their supplemental requirements from MEMPA. The list of these members is attached to this Motion as Appendix A.

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Specifically, MEMPA's Members seek waiver of their obligations under 18 C.F.R. § 292.303(a) to purchase power directly from qualifying facilities ("QF"). Concurrently, MEMPA seeks waiver of its obligation under 18 C.F.R. § 292.303(b) to sell power directly to QFs.

The persons to whom correspondence relating to this docket should be addressed are as follows:

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and

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I. NATURE OF INTEREST OF MEMPA AND ITS MEMBERS

MEMPA is a municipal joint action agency formed under Chapter 28E of the Iowa Code and existing under the joint action laws of the States of Minnesota, North Dakota and South Dakota. MEMPA is comprised of 58 member municipalities from those four states, each of which operates its own electric system.

MEMPA supplies the supplemental requirements of 52 of its member municipalities under a Power Sale Agreement (S-1), as amended and restated as of January 1, 1993. These

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Members are identified in Appendix A to this motion. As their first increment of power supply, these Members purchase a fixed amount of electric power and energy from the Department of Energy, Western Area Power Administration ("WAPA"). Under the Power Sale Agreement (S-1), each Member is required to purchase and MEMPA is required to supply all of the Member's requirements for electric power and energy above the amount purchased from WAPA. In general, MEMPA effects transmission of the electric power and energy sold under the Power Sale Agreement (S-1) through wheeling agreements between the Members and transmission owners. MEMPA is not currently requesting the relief set forth in this motion for those members that do not purchase their full supplemental requirements under a Power Sale Agreement (S-1).

II. BASIS FOR MOTION OF MEMPA AND ITS MEMBERS

MEMPA and its Members are consumer-owned electric utilities located in the States of Iowa, Minnesota, North Dakota and South Dakota and as such are nonregulated electric utilities within the meaning of the Federal Power Act as amended by provisions of PURPA other than Section 210. See 16 U.S.C. §796(22). PURPA and the implementing regulations adopted by the Commission and codified at 18 C.F.R. Part 292, subject MEMPA and its Members to certain obligations with respect to buying from, and selling power to, qualifying

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facilities. See 16 U.S.C. §824a-3 and 18 C.F.R. § 292.303. By this motion, MEMPA and its Members do not attempt to avoid any PURPA-mandated obligations. Rather, MEMPA and its Members simply seek to ensure that the entity best situated to act pursuant to Congress' intent in enacting PURPA, i.e., to develop and encourage QFs, will have the appropriate obligation to buy or sell power. Soyland Power Cooperative, Inc., et al., 50 FERC ¶ 62,072 at 63,075. Since MEMPA is charged by its Members to provide their supplemental power requirements, it, rather than the members, is in the business of evaluating and acquiring the type of bulk power resources required to meet its load. Therefore, it is in the best position to purchase power from QFs. Conversely, its Members, which provide electric service at retail, are in a better position to provide the interconnection and retail service required by QFs.

A. The Requested Waiver of Section 292.303(a)

Pursuant to this request for waiver of the obligations of the Members to purchase from QFs, MEMPA has committed to make all appropriate purchases from QFs on behalf of its Members. MEMPA and its Members filed with the Commission the MEMPA PURPA Policy Report ("Policy"), which was adopted by the Board of Directors of MEMPA on January 15, 1981. On May 19, 1994, MEMPA adopted a new policy which would

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be commensurate with its obligations if the waiver is granted. A copy of that new Policy is attached hereto as Exhibit A. MEMPA's Members are in the process of adopting the new policy as well.

The Policy provides that MEMPA will purchase energy offered by QFs. Policy, § 3.1. MEMPA will purchase energy from Qfs exceeding 100 kv at either a negotiated rate, or if none is negotiated, at a rate equal to MEMPA's full avoided costs. Policy, § 4.3. The nature of MEMPA's obligations to purchase and pay for capacity from QFs according to the requirements of 18 C.F.R. § 292.303(a) are reflected in the Policy at § 4.5. MEMPA and its Members further commit to interconnect with any QF that appropriately requests interconnection in accordance with PURPA. Policy, § 1.4, Article 3. Moreover, MEMPA and its Members submit that the granting of this Motion for Waiver shall not subject a QF to any duplicate interconnection charges or charges for wheeling power to MEMPA across the transmission lines of a Member. Public Utility Commission of Texas, 50 FERC ¶ 62,125 (1990).

By this motion and in accordance with the Policy, MEMPA stands ready and willing to stand in the shoes of its Members to purchase QF power at MEMPA's full avoided cost. Soyland Power Cooperative, Inc., et al., 50 FERC at 63,075, citing Oulathokpa Power Corp., et al., 32 FERC ¶ 61,103 (1985), aff'd on rehearing, 35 FERC ¶ 61,069 (1986) and

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Seminole Electric Cooperative, Inc., et al., 39 FERC ¶ 61,354 (1987). The waiver of the purchase obligation of the Members will not frustrate Congress' intent to encourage QFs under PURPA because (i) no QF will be deprived of a market for its power and (ii) NEMPA's full avoided cost shall be sufficient to stimulate efficient QF generation. Id. Accordingly, NEMPA and its Members respectfully request that the Commission grant a waiver of the Members' obligation under 18 C.F.R. § 292.303(a) to purchase QF power.

B. The Requested Waiver of Section 292.303(b)

NEMPA's PURPA Policy also states that (i) the Members have the responsibility to sell power to QFs and (ii) NEMPA is not intended to have any such responsibility. Policy, § 1.4. Consequently, NEMPA seeks a waiver of any obligation under 18 C.F.R. § 292.303(b) to sell directly to QFs because the Members will adequately meet such an obligation in accordance with PURPA.

By this motion and in accordance with the Policy, each of the Members will offer supplementary, backup, maintenance, and interruptible power to QFs. Soyland Power Cooperative, Inc., et al., 50 FERC at 63,075. The rates for such power will be determined between a Member and a QF and will be nondiscriminatory, just and reasonable, and in the public interest. Id. As a result, a separate sale require-

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ment for MEMPA is not necessary in this instance because that requirement would not significantly further the establishment and development of QFs. Id. Accordingly, MEMPA and its Members respectfully request that the Commission grant a waiver of MEMPA's obligation under 18 C.F.R. § 292.303(b) to sell power to QFs.

C. Publication of Notice in Members' Service Area

MEMPA has published notice of its intent to file this motion for waiver as well as a description of the motion in newspapers of general circulation within the service area of the Members. The last publication occurred on August 3, 1994 and no responses have been received. MEMPA will be pleased to provide affidavits of publication of the notice in all applicable Member communities upon request.

III. RELIEF REQUESTED

WHEREFORE, MEMPA and its Members respectfully request that the Commission grant this Motion for Waiver of:

1. MEMPA's Members' obligation under 18 C.F.R. § 292.303(a) of the Commission's Regulations to purchase power directly from Qualifying Facilities;
2. MEMPA's obligation under 18 C.F.R. § 292.303(b) to sell power directly to QFs; and

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3. that MSMPA and its Members be afforded all other relief deemed appropriate by the Commission.

Respectfully submitted,



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Counsel to Missouri Basin
Municipal Power Agency

September 16, 1994
Washington, D.C.

APPENDIX A

**Members of Missouri Basin Municipal Power Agency
That Are Parties to the Power Sale Agreement (8-1)**

Iowa	North Dakota	South Dakota	Minnesota
Alton	Cavalier	Beresford	Adrian
Denison	Hillsboro	Big Stone	Alexandria
Hartley	Lakota	City	Barnesville
Hawarden	Northwood	Brookings	Benson
Kinballton	Valley City	Burke	Detroit
Lake Park		Faith	Lakes
Manilla		Flandreau	Elbow Lake
Orange City		Ft. Pierre	Henning
Paulina		Pierre	Jackson
Pringhar		Vermillion	Lakefield
Ramsen		Watertown	Lake Park
Rock Rapids		Winner	Luverne
Sanborn			Madison
Shelby			Moorhead
Sioux			Ortonville
Center			St. James
Woodbine			Sauk Centre
			Staples
			Wadena
			Westbrook
			Worthington

EXHIBIT A

**RULES FOR COMPLIANCE
WITH
FEDERAL ENERGY REGULATORY COMMISSION ORDER NO. 69
COGENERATION AND SMALL POWER PRODUCTION**

1. Introduction

- 1.1 The Public Utility Regulatory Policies Act of 1978 (PURPA), under Section 210, requires the Federal Energy Regulatory Commission (FERC) to develop rules which encourage Cogeneration and Small Power Production. Pursuant to Section 210, regulations have been prepared by FERC and published in the Federal Register (45 FR 12214, February 25, 1980). Missouri Basin Municipal Power Agency ("Utility") and its member municipal utilities ("Member") which are unregulated electric utilities will implement, to the extent possible, the procedures and requirements of FERC Order no. 69, pursuant to these rules.
- 1.2 These rules apply to all entities willing and able to enter into an agreement with the Utility and its Members. Provisions of these rules shall not supersede existing contracts. Entities who have the status of "qualifying small power production facility" and/or "qualifying cogeneration facility" hereinafter referred to collectively as qualifying facility, pursuant to FERC Order No. 70 (45 FR 17359, March 20, 1980) are eligible to apply for service under these rules.
- 1.3 These rules represent general guidelines since the nature, size and character of qualifying facilities can vary widely. The Utility reserves the right to evaluate qualifying facilities on a case by case basis.
- 1.4 The Utility is a wholesale supplier of power and energy to municipal Utilities; and as such, has no sales other than sales for resale. Qualifying facilities which seek to do business with the Utility shall interconnect with the Members, since the Utility has no sales for retail supplemental power, back-up power, maintenance power, and interruptible power.

2. Definitions: Terms as defined in Order No. 69 (18 CFR Part 292) shall have the same meaning for these rules unless further defined.

- 2.1 **Accredited Capacity:** The electrical rating given to generating equipment that meets the Utility's criteria for uniform rating of generating equipment. This criteria includes but is not limited to reliability, availability, type of equipment, and the degree of coordination between the qualifying facility and the Utility.
- 2.2 **Capacity Costs:** The costs associated with providing the capability to deliver energy. They consist of the capital costs of facilities used to generate and transmit electricity or the cost to purchase such capacity from other utilities.
- 2.3 **Demand:** The average rate in kilowatts at which electric capacity is made available as

determined at the point of measurement during any 30 minute period or any other period to be determined by the Utility.

- 2.4 **Energy:** Electric energy as measured in kilowatt hours at the point of measurement.
 - 2.5 **Energy Costs:** The variable costs associated with the production of electric energy. They represent energy related cost only, or the average cost of purchased energy. Identifiable capacity charges included in purchased power agreements shall not be included in the calculation of the cost of purchased energy.
 - 2.6 **Point of Measurement:** The point or points where energy and/or demand are metered.
 - 2.7 **Point of Interconnection:** The point or points at which the qualifying facility is to receive and/or deliver energy or capacity and energy under normal operating conditions.
 - 2.8 **Prudent Utility Practice:** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry consistent with reliability, safety, and expedience.
3. **Conditions of Service:** The conditions listed in this paragraph shall apply to all qualifying facilities served under these rules.
- 3.1 The Utility shall purchase energy or capacity and energy from any qualifying facility who offers to sell energy or capacity and energy.
 - 3.2 The Member interconnected with the qualifying facility shall sell any capacity and energy that is required by the qualifying facility to the qualifying facility. The qualifying facility shall be billed under the applicable residential, general, industrial, or contractual service schedule.
 - 3.3 The Member shall offer to provide maintenance, interruptible, supplementary, and back-up power to qualifying facility if requested by the qualifying facility.
 - 3.4 The qualifying facility shall execute written agreements with the Utility and the Member to be interconnected. The Utility reserves the right to waive this requirement. The waiving of this requirement by the Utility does not relinquish the Utility's right to require the execution of a written agreement in the future.
 - 3.5 The qualifying facility shall comply with all requirements of the National Electrical Safety Code, American National Standards Institute, Institute of Electrical and Electronic Engineers, American Society of Mechanical Engineers, and any other applicable local, state, or national code and operate its equipment according to prudent utility practice. In case of any conflict in the foregoing codes or standards, the Utility shall decide which shall govern.
 - 3.6 The Member shall interconnect in parallel with the qualifying facility. The qualifying facility shall, to the point of interconnection; furnish, install, operate, and maintain in good order and repair and without cost to the Utility or the Member such relays, locks

and seals, breakers, automatic synchronizers, and other control and protective equipment as shall be designated by the Member as being required as suitable for the operation of the qualifying facility in parallel with the Member's system. The qualifying facility shall take appropriate steps to insure that operating in parallel will not degrade in any fashion the quality of service that is normally maintained on the Utility's or Member's systems.

- 3.7 Switching equipment capable of isolating the qualifying facility from the Member's system shall be accessible to the Member or its agent at all times.
- 3.8 At its option, the Member may choose to operate, without notice or liability, the switching equipment described in 3.6 and 3.7 above if, in the opinion of the Member or its agent, continued operation of the qualifying facility in connection with the Member's system may create or contribute to a system emergency or safety hazard. The Utility's obligation to purchase from the qualifying facility ceases when the Member or its agent operates the switching equipment described in 3.6 and 3.7 above. The Utility and the Member shall endeavor to minimize any adverse effects of such operation on the qualifying facility.
- 3.9 The qualifying facility shall indemnify and hold harmless the Member and the Utility from any and all liability arising from the operation and interconnection of the customer's facilities. The qualifying facility shall bear full responsibility for the installation and safe operation of the equipment required to generate and deliver energy or capacity and energy to the point of interconnection.
- 3.10 The Utility shall provide upon request sufficient data to allow the customer to determine the cost effectiveness of the qualifying facility if it goes into operation pursuant to these rules. The data given will conform to the outline given in § 292.305 (Order no. 89 - 45 FR Part 292).
- 3.11 Any costs of interconnection incurred by the Utility or the Member due to the interconnection of the qualifying facility, which are over and above the interconnection costs that would be incurred due to the connection of a comparable non-generating customer, shall be the responsibility of the qualifying facility. Interconnection cost may be amortized over a period of time not greater than the length of the contract between the Utility and the qualifying facility.
- 3.12 The Utility may discontinue purchase from the qualifying facility if the Utility determines that purchase from the qualifying facility would result in cost greater than those which the Utility would incur if it did not make such purchase.
- 3.13 The Utility will give sufficient notice to the qualifying facility when it intends to invoke paragraph 3.12.
- 3.14 The Member may discontinue sales to the qualifying facility during a system emergency, providing that such discontinuance is on a nondiscriminatory basis.
- 3.15 By mutual agreement between the Utility and the qualifying facility, the Utility will transmit or arrange for the transmission of energy or capacity and energy to another

utility for purchase by that utility. The Utility shall be fairly compensated for such transmission.

3.16 The qualifying facility shall provide an advance payment to the Utility if in the opinion of the Utility or the Member, as appropriate the costs of interconnection will be excessive and/or the amount of work that must be done by the Member to provide the interconnection facilities will be excessive.

3.17 The Utility and the Member reserve the right to approve, inspect and test the qualifying facility's generating equipment and all associated equipment.

4. Rates for Sales

4.1 The Utility shall purchase the surplus energy or surplus capacity and energy from qualifying facilities in which construction was commenced on or before November 8, 1978. The rate paid by the Utility to the qualifying facility for such surplus energy or surplus capacity and energy shall be a negotiated rate.

4.2 Qualifying facilities of 100 kW or less shall be paid a standard rate, except as otherwise stated in 4.1, based on avoided cost as outlined in 4.4 and 4.5. The installation of metering equipment shall be according to Utility policy.

4.3 For qualifying facilities of 100 kW or more the qualifying facility may negotiate a contract with the Utility. For qualifying facilities who choose not to negotiate, or in the event of an impasse in negotiations between the Utility and the qualifying facility, avoided costs will be paid. Such avoided costs shall be determined as outlined in 4.4 and 4.5 except as otherwise stated in 4.1.

4.4 Avoided energy costs shall be the estimated or actual energy costs adjusted for the following items:

A. The costs or savings to the Utility resulting from variations in line losses from those that would have existed in the absence of purchase from the qualifying facility, if the Utility generated or purchased an equivalent amount of energy.

B. Sanctions imposed for noncompliance with these rules and any contract between the Utility and the qualifying facility.

4.5 Capacity payments shall be made only in those periods of time in which the Utility is able to avoid capacity purchases and the qualifying facility enters into a legally enforceable contract to provide accredited capacity. The payment for the capacity purchase from the qualifying facility shall reflect the cost of the Utility's alternate source of capacity of similar capability. The capacity payments shall take into account the following items of information.

A. Length of the contract term.

B. Reasonable scheduling of maintenance.

- C. **Willingness and ability of the customer to allow the Utility to dispatch the customer's generation.**
- D. **The Utility's ability to defer a purchase from another source or to defer construction of a facility or a portion of a facility.**
- E. **Sanctions imposed for noncompliance with these rules and any contract between the Utility and qualifying facility.**
- F. **Availability and reliability of the qualifying facility.**

4.6 In the event of the imposition of any tax or payment in lieu thereof on the Utility, by any lawful authority on the production, transmission, sale, or purchase of energy or capacity and energy that would not occur due to a comparable non-generating customer, shall be the responsibility of the qualifying facility.

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UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

In the matter of
Missouri Basin Municipal
Power Agency

FERC Docket No. IR-_____

NOTICE OF MOTION FOR WAIVER OF CERTAIN OF
THE COMMISSION'S REGULATIONS
IMPLEMENTING SECTION 210 OF PURPA

(September , 1994)

Take notice that Missouri Basin Municipal Power Agency ("MEMPA"), a municipal joint action agency, on behalf of itself and 52 of its municipal utility members ("Members"), on September 19, 1994, filed a motion for waiver of certain of the Commission's regulations under 18 C.F.R. Part 292 implementing Section 210 of the Public Utilities Regulatory Policies Act of 1978 ("PURPA"), 16 U.S.C. §824a-3.

MEMPA is a municipal joint action agency formed under Chapter 28E of the Iowa Code and existing under the joint action laws of the States of Minnesota, North Dakota and South Dakota. It is filing this motion on behalf of itself and the 52 Members which purchase their full supplemental electric power requirements from MEMPA under long term power sales agreements. Those 52 Members are the Iowa municipalities of Alton, Demison, Hartley, Hawarden, Kimballton, Lake Park, Manila, Orange City, Paullina, Pringhar, Remsen, Rock Rapids, Sanborn, Shelby, Sioux Center and Woodbine; the Minnesota municipalities of Adrian, Alexandria, Barnesville, Benson, Detroit Lakes, Elbow Lake, Henning, Jackson, Lakeland, Lake Park, Luverne, Madison, Moorhead, Ortonville, St. James, Sauk Centre, Staples, Wadena, Westbrook and Worthington; the South Dakota municipalities of Baresford, Big Stone City, Brookings, Burke, Faith, Flandreau, Fort Pierre, Pierre, Verillion, Watertown and Winner; and the North Dakota municipalities of Cavalier, Hillsboro, Lakota, Northwood and Valley City.

MEMPA and its Members request that the Commission grant this Motion for Waiver of MEMPA's Members' obligation under 18 C.F.R. § 292.303(a) of the Commission's Regulations to purchase power directly from Qualifying Facilities and MEMPA's obligation under 18 C.F.R. § 292.303(b) to sell power directly to QFs. MEMPA is a wholesale supplier of electric power and energy and its members by contract are not permitted to

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purchase wholesale power supply from other sources. The requested waiver will better enable NEMPA to conform to the requirements of Section 210 of PURPA. A copy of the revised policy required under FERC's Order No. 69 and Part 292 of the Commission's Regulations are attached to the motion.

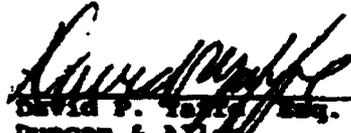
Any person desiring to be heard or objecting to the granting of the motion should file a motion to intervene or protest with the Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure. All such motions or protests must be filed and must be served on the NEMPA. Protests will be considered by the Commission in determining the appropriate action to be taken but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

Lois D. Cashell
Secretary

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C. this 16th day of September, 1994.


David P. Taylor, Esq.
Duncan & Allen
1575 Eye Street, N.W.
Washington, D.C. 20005
(202) 289-8400

ATTACHMENT 4

Rules for Compliance with Federal Energy Regulatory Commission Order No. 69
Cogeneration and Small Power Production

**RULES FOR COMPLIANCE
WITH
FEDERAL ENERGY REGULATORY COMMISSION ORDER NO. 69
COGENERATION AND SMALL POWER PRODUCTION**

1. Introduction
 - 1.1 The Public Utility Regulatory Policies Act of 1978 (PURPA), under Section 210, requires the Federal Energy Regulatory Commission (FERC) to develop rules which encourage Cogeneration and Small Power Production. Pursuant to Section 210, regulations have been prepared by FERC and published in the Federal Register (45 FR 12214, February 25, 1980). Missouri Basin Municipal Power Agency, d.b.a. Missouri River Energy Services ("Utility") and its member municipal utilities ("Member"), which are nonregulated electric utilities, will implement, to the extent possible, the procedures and requirements of FERC Order no. 69, pursuant to these rules.
 - 1.2 These rules apply to all entities willing and able to enter into an agreement with the Utility and its Members. Provisions of these rules shall not supersede existing contracts. Entities who have the status of "qualifying small power production facility" and/or "qualifying cogeneration facility" hereinafter referred to collectively as qualifying facility, pursuant to FERC Order No. 70 (45 FR 17959, March 20, 1980) are eligible to apply for service under these rules.
 - 1.3 These rules represent general guidelines since the nature, size, and character of qualifying facilities can vary widely. The Utility reserves the right to evaluate qualifying facilities on a case by case basis.
 - 1.4 The Utility is a wholesale supplier of power and energy to municipal Utilities; and as such, has no sales other than sales for resale. Qualifying facilities which seek to do business with the Utility shall interconnect with the Members, since the Utility has no sales for retail supplemental power, back-up power, maintenance power, and interruptible power.
2. Definitions: Terms as defined in Order No. 69 (18 CFR Part 292) shall have the same meaning for these rules unless further defined.
 - 2.1 Accredited Capacity: The electrical rating given to generating equipment that meets the Utility's criteria for uniform rating of generating equipment. This criteria includes, but is not limited to, reliability, availability, type of equipment, and the degree of coordination between the qualifying facility and the Utility.
 - 2.2 Capacity Costs: The costs associated with providing the capability to deliver energy. They consist of the capital costs of facilities used to generate and transmit

electricity or the cost to purchase such capacity from other utilities.

- 2.3 Demand: The average rate in kilowatts at which electric capacity is made available as determined at the point of measurement during any 30 minute period or any other period to be determined by the Utility.
 - 2.4 Energy: Electric energy as measured in kilowatt hours at the point of measurement.
 - 2.5 Energy Costs: The variable costs associated with the production of electric energy. They represent energy related cost only, or the average cost of purchased energy. Identifiable capacity charges included in purchased power agreements shall not be included in the calculation of the cost of purchased energy.
 - 2.6 Point of Measurement: The point or points where energy and/or demand are metered.
 - 2.7 Point of Interconnection: The point or points at which the qualifying facility is to receive and/or deliver energy or capacity and energy under normal operating conditions.
 - 2.8 Prudent Utility Practice: Any of the practices, methods, and acts engaged in, or approved by, a significant portion of the electrical utility industry consistent with reliability, safety, and expedition.
3. Conditions of Service: The conditions listed in this paragraph shall apply to all qualifying facilities served under these rules.
- 3.1 The Utility shall purchase energy or capacity and energy from any qualifying facility who offers to sell energy or capacity and energy.
 - 3.2 The Member interconnected with the qualifying facility shall sell any capacity and energy that is required by the qualifying facility to the qualifying facility. The qualifying facility shall be billed under the applicable residential, general, industrial, or contractual service schedule.
 - 3.3 The Member shall offer to provide maintenance, interruptible, supplementary, and back-up power to qualifying facility if requested by the qualifying facility.
 - 3.4 The qualifying facility shall execute written agreements with the Utility and the Member to be interconnected. The Utility reserves the right to waive this requirement. The waiving of this requirement by the Utility does not relinquish the Utility's right to require the execution of a written agreement in the future.
 - 3.5 The qualifying facility shall comply with all requirements of the National Electrical Safety Code, American National Standards Institute, Institute of

Electrical and Electronic Engineers, American Society of Mechanical Engineers, and any other applicable local, state, or national code and operate its equipment according to prudent utility practice. In case of any conflict in the foregoing codes or standards, the Utility shall decide which shall govern.

- 3.6 The Member shall interconnect in parallel with the qualifying facility. The qualifying facility shall, to the point of interconnection, furnish, install, operate, and maintain in good order and repair and without cost to the Utility or the Member such relays, locks and seals, breakers, automatic synchronizers, and other control and protective equipment as shall be designated by the Member as being required as suitable for the operation of the qualifying facility in parallel with the Member's system. The qualifying facility shall take appropriate steps to insure that operating in parallel will not degrade in any fashion the quality of service that is normally maintained on the Utility's or Member's systems.
- 3.7 Switching equipment capable of isolating the qualifying facility from the Member's system shall be assessable to the Member or its agent at all times.
- 3.8 At its option, the Member may choose to operate, without notice or liability, the switching equipment described in 3.6 and 3.7 above if, in the opinion of the Member or its agent, continued operation of the qualifying facility in connection with the Member's system may create or contribute to a system emergency or safety hazard. The Utility's obligation to purchase from the qualifying facility ceases when the Member or its agent operates the switching equipment described in 3.6 and 3.7 above. The Utility and the Member shall endeavor to minimize any adverse effects of such operation on the qualifying facility.
- 3.9 The qualifying facility shall indemnify and hold harmless the Member and the Utility from any and all liability arising from the operation and interconnection of the customer's facilities. The qualifying facility shall bear full responsibility for the installation and safe operation of the equipment required to generate and deliver energy or capacity and energy to the point of interconnection.
- 3.10 The Utility shall provide, upon request, sufficient data to allow the customer to determine the cost effectiveness of the qualifying facility if it goes into operation pursuant to these rules. The data given will conform to the outline given in § 292.302 (Order no. 69 - 45 FR Part 292).
- 3.11 Any costs of interconnection incurred by the Utility or the Member due to the interconnection of the qualifying facility, which are over and above the interconnection costs that would be incurred due to the connection of a comparable non-generating customer, shall be the responsibility of the qualifying facility. Interconnection cost may be amortized over a period of time not greater than the length of the contract between the Utility and the qualifying facility.
- 3.12 The Utility may discontinue purchase from the qualifying facility if the Utility

determines that purchase from the qualifying facility would result in cost greater than those which the Utility would incur if it did not make such purchases.

- 3.13 The Utility will give sufficient notice to the qualifying facility when it intends to invoke paragraph 3.12.
- 3.14 The Member may discontinue sales to the qualifying facility during a system emergency, providing that such discontinuance is on a nondiscriminatory basis.
- 3.15 By mutual agreement between the Utility and the qualifying facility, the Utility will transmit or arrange for the transmission of energy or capacity and energy to another utility for purchase by that utility. The Utility shall be fairly compensated for such transmission.
- 3.16 The qualifying facility shall provide an advance payment to the Utility if in the opinion of the Utility or the Member, as appropriate, the costs of interconnection will be excessive and/or the amount of work that must be done by the Member to provide the interconnection facilities will be excessive.
- 3.17 The Utility and the Member reserve the right to approve, inspect, and test the qualifying facility's generating equipment and all associated equipment.

4. Rates for Sales

- 4.1 The Utility shall purchase the surplus energy or surplus capacity and energy from qualifying facilities in which construction was commenced on or before November 8, 1978. The rate paid by the Utility to the qualifying facility for such surplus energy or surplus capacity and energy shall be a negotiated rate.
- 4.2 Qualifying facilities of 100 kW or less shall be paid a standard rate, except as otherwise stated in 4.1, based on avoided cost as outlined in 4.4 and 4.5. The installation of metering equipment shall be according to Utility policy.
- 4.3 For qualifying facilities of 100 kW or more, the qualifying facility may negotiate a contract with the Utility. For qualifying facilities who choose not to negotiate, or in the event of an impasse in negotiations between the Utility and the qualifying facility, avoided costs will be paid. Such avoided costs shall be determined as outlined in 4.4 and 4.5, except as otherwise stated in 4.1.
- 4.4 Avoided energy costs shall be the estimated or actual energy costs adjusted for the following items:
 - A. The costs or savings to the Utility resulting from variations in line losses from those that would have existed in the absence of purchase from the qualifying facility, if the Utility generated or purchased an equivalent amount of energy.

- B. Sanctions imposed for noncompliance with these rules and any contract between the Utility and the qualifying facility.
- 4.5 Capacity payments shall be made only in those periods of time in which the Utility is able to avoid capacity purchases and the qualifying facility enters into a legally enforceable contract to provide accredited capacity. The payment for the capacity purchase from the qualifying facility shall reflect the cost of the Utility's alternate source of capacity of similar capability. The capacity payments shall take into account the following items of information.
- A. Length of the contract term.
 - B. Reasonable scheduling of maintenance.
 - C. Willingness and ability of the customer to allow the Utility to dispatch the customer's generation.
 - D. The Utility's ability to defer a purchase from another source or to defer construction of a facility or a portion of a facility.
 - E. Sanctions imposed for noncompliance with these rules and any contract between the Utility and qualifying facility.
 - F. Availability and reliability of the qualifying facility.
- 4.6 In the event of the imposition of any tax or payment in lieu thereof on the Utility by any lawful authority on the production, transmission, sale, or purchase of energy or capacity and energy that would not occur due to a comparable non-generating customer, such tax or payment shall be the responsibility of the qualifying facility.

Document Content(s)

MRES Pella Petition for Waiver of PURPA 2013.PDF.....1-58

SECTION 3

GUIDELINES FOR IMPLEMENTING THE RULES FOR COMPLIANCE AND SECTION 210 OF PURPA

Background

The following are guidelines for the MEMBER and MRES to implement Rules for Compliance and also Subpart C (Arrangements between Electric Utilities and Qualifying Co-generation and Small Power Production Facilities) under Section 210 of PURPA.

In creating these guidelines, many general assumptions have been made about what type or size of generation may be interconnected. The intent of the guidelines is to provide a customer who owns a QF (Customer) with further clarity on the implementation of the Rules for Compliance. The nature, size, and character of a QF can vary widely. The procedures, requirements, and agreements will differ depending on: (1) voltage of interconnect, (2) if the generation facility qualifies as a QF, (3) the size of the generating facility, and (4) the character of services provided and/or needed by the Customer (See Exhibit A: Distributed Generation Screening located in Section 6). The specific procedures and requirements that will be followed will be determined once an application for interconnection has been filed and reviewed by the MEMBER.

As stipulated by the Rules for Compliance, the MEMBER and MRES reserve the right to evaluate QFs on a case by case basis.

All Customers who desire to interconnect their QFs, and operate in parallel with a MEMBER electrical system, will be required to execute certain contractual agreements with MEMBER and/or MRES. These agreements may include, among others, an interconnection agreement, power purchase agreement (or a combined interconnection and power purchase agreement), operating agreement, and/or maintenance agreement.

Generally, the following basic terms and guidelines will be included in an interconnection agreement and power purchase agreement. The specific terms of the agreement will vary depending on the QF and the character of services provided by the MEMBER and/or needed by the Customer. The following information is provided as a general indication of the terms of such agreements; the terms of the actual agreement(s) signed by the parties will govern.

A. QF's Status

1. Criteria for qualifying status for small power production facilities and cogeneration facilities are the same as set forth in FERC's regulation and rules (18 C.F.R. Part 292 Subpart B as amended).
2. Procedures for self certification or application for FERC certification as a QF are the same as set forth in FERC's regulation and rules (18 C.F.R. Part 292.207, Subpart B as amended).

3. A Customer who wishes to pursue installation and interconnection of a QF will submit an "Application for Interconnection" as provided by the MEMBER.

B. MEMBER and MRES Obligations Under PURPA

1. The MEMBER is generally obligated to:
 - a. Sell to QFs
 - b. Interconnect with QFs
 - c. Operate in parallel with QFs
2. MRES is generally obligated to:
 - a. Purchase from QFs, directly or indirectly.
3. By mutual agreement between MRES and the Customer, MRES will transmit or arrange for the transmission of energy or capacity and energy to another utility for purchase. MRES shall be fairly compensated for such transmission. MEMBER will transmit the QF-generated power and/or energy to another electric utility. The Customer shall be assessed a wheeling charge and the delivery shall be adjusted for losses.
4. The terms and conditions of these obligations will be specified in such agreements to include interconnection agreements, power purchase agreements, and/or others as deemed necessary by the MEMBER and MRES.

C. Purchase of Output from QFs

1. Owners of QFs will be allowed the option to either: (1) sell the entire electrical output of their QF to MRES or (2) use the electrical output of their QF to instantaneously supply all or a portion of their own load and sell the instantaneous surplus, if any, to MRES.

Under (2), depending on the nature and characteristics of the type of QF, the MEMBER may be required to reserve or dedicate capacity in its system to serve such loads when the QF's output is intermittently reduced partially or completely. MEMBER rates are designed to recover the cost of supplying customers that do not have generation. In the case of customers that generate, the customers' load characteristics may be such that MEMBER rates do not fully recover the costs of standby and backup service provided by the MEMBER. The Customer's right to sell power to MRES may be subject to temporary curtailments by MEMBER when, as a result of operational circumstances, the delivery of such power would interfere with the safe and efficient operation of the MEMBER's electrical system.

The metering arrangements are discussed in Exhibit A of this section.

2. As provided under PURPA, MRES may discontinue purchase from the QF upon reasonable notice if MRES determines that purchase from the QF would result in greater costs.

D. Avoided Costs and Purchase Rates for Power from QFs

1. Capacity costs are the costs associated with providing the capability to deliver energy. They consist of the capital costs of facilities used to generate and transmit electricity or the cost to purchase such capacity from other utilities.
2. Energy costs are the variable costs associated with the production of electric energy. They represent energy related cost only, or the average cost of purchased energy. Identifiable capacity charges included in purchased power agreements are not included in the calculation of the cost of purchased energy.
3. MRES will purchase the surplus energy or surplus capacity and energy from QFs in which construction was commenced on or before November 8, 1978. The purchase rate paid by the MRES to the QF for such surplus energy or surplus capacity and energy shall be a negotiated rate(s).
4. A standard purchase rate for QFs of 100 kW and less has been developed and is located in Section 5 of this document. Such purchase rate shall be reviewed on a periodic basis and subject to change. Such purchase rate will be based upon the avoided costs of MRES as adjusted for the factors indicated in the FERC regulations regarding affecting rates for purchase.
5. For QFs of 100 kW or more, the Customer may negotiate a contract with MRES. For Customers which choose not to negotiate, or in the event of an impasse in negotiations between MRES and the Customer, avoided costs will be paid. Avoided costs shall be determined as outlined in D.6 and D.7.
6. Avoided costs shall be the estimated or actual energy costs adjusted for the following items:
 - a. The costs or savings to MRES resulting from variations in line losses from those that would have existed in the absence of purchase from the QF, if the MRES generated or purchased an equivalent amount of energy.
 - b. Sanctions imposed for noncompliance with these rules and any contract between MRES and the Customer.
7. Capacity payments shall be made only in those periods of time in which MRES is able to avoid capacity purchases and the Customer enters into a legally enforceable contract to provide accredited capacity. The payment for the capacity purchase from the QF shall reflect the cost of MRES alternate source of capacity of similar

capability. The capacity payments shall take into account the following items of information.

- a. Length of the contract term.
 - b. Reasonable scheduling of maintenance.
 - c. Willingness and ability of the Customer to allow MRES to dispatch the QF.
 - d. The ability of MRES to defer a purchase from another source or to defer construction of a facility or a portion of a facility.
 - e. Sanctions imposed for noncompliance with these rules and any contract between MRES and the Customer.
 - f. Availability and reliability of the QF.
8. In the event of the imposition of any tax or payment, in lieu thereof, on MRES by any lawful authority on the production, transmission, sale, or purchase of energy, or capacity and energy, that would not occur due to a comparable non-generating customer, the tax or payment is the responsibility of the Customer.
 9. The purchase rate from the QF will be developed in a manner to ensure that other MEMBER or MRES customers are not adversely affected by the requirement for MRES to purchase power and/or energy from the QF.
 10. Interconnected Customers that elect to sell their QF-generated electrical output to a utility other than to MRES through the MEMBER will be subject to adjustments for line losses and wheeling charges based upon the MEMBER system.
 11. The purchase rate from production facilities, other than "new capacity" as defined by the FERC regulations, will be considered on a case by case basis.

E. Rates for Sales of Power to Customers

1. Upon request by a Customer, MEMBER will provide either appropriate existing rates or, if feasible and practical, develop and offer rates for:
 - a. Supplemental power, defined as electric energy or capacity supplied by MEMBER, regularly used by the Customer in addition to that which the QF generates;
 - b. Back-up or emergency power, defined as electric energy or capacity supplied by MEMBER to replace energy normally generated by a Customer's own generation equipment during an unscheduled outage of the QF;

- c. Maintenance power, defined as electric energy or capacity supplied by MEMBER during scheduled outages of the QF; and
 - d. Interruptible power, defined as electric energy or capacity supplied by MEMBER subject to interruption by MEMBER under specified conditions.
 2. The rates for sale shall meet the general rules and criteria as set forth in FERC regulations.
 3. When the purchase of supplemental, back-up, maintenance, or interruptible power requires MEMBER to provide additional interconnection or metering facilities, the Customer will pay for the additional costs of such facilities.
 4. Customers which elect to purchase supplemental, backup, maintenance, or interruptible power from MEMBER will do so under contract or addenda to existing contractual agreements.
 5. MEMBER will not contract or otherwise become obligated to sell power and/or energy to any QF that is not located within the MEMBER service area.
- F. Responsibility for Construction and Interconnection
1. The Customer and MEMBER will cause their facilities or systems to be constructed in accordance with the laws of the state and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), technical requirements and local building codes, and other applicable ordinances in effect at the time of the installation of the QF.
 2. Unless otherwise specified, the Customer is responsible for the actual costs to interconnect the QF with the MEMBER, including, but not limited to, any equipment installed due to the interconnection of the QF, MEMBER labor for installation coordination, installation testing, engineering review of the QF, and interconnection design. All costs for which the Customer is responsible must be reasonable under the circumstances of the design and construction.
 3. The Customer may be required to provide reasonable adequate assurances of credit, including a letter of credit or personal guaranty of payment and performance from a creditworthy entity acceptable under the MEMBER credit policy and procedures.
 4. The Customer may be required to provide an advance payment to the MEMBER or MRES if, in the opinion of MRES or the MEMBER, as appropriate, the costs of interconnection will be excessive and/or the amount of work that must be done by the MEMBER to provide the interconnection facilities will be excessive.

G. Compliance with MEMBER Safety, Protection, and Operating Guidelines

1. Technical Standards: The QF shall be installed and operated by the Customer in accordance with the laws of the applicable state; the technical requirements of the MEMBER; the applicable requirements located in the NEC; the applicable standards published by ANSI and IEEE; and local building and other applicable ordinances in effect at the time of the installation of the QF.
2. Power Quality: The installation shall be constructed and operated to insure that the MEMBER system is not adversely affected by power quality issues which may be caused by the QF, including voltage flicker. The QF shall be equipped with devices which serve to minimize power quality disturbances, including soft starting controls to minimize inrush currents and control devices to prevent multiple units from starting simultaneously.
3. Right of Access: At all times, MEMBER personnel or its agents shall have access to the disconnect switch of the QF for any reasonable purpose in connection with the MEMBER's obligation to operate safely and to provide service to its customers.
4. Electric Service Supplied: The MEMBER will supply the electrical requirements, as referenced in E.1., of the Customer that are not supplied by the QF. Such electric service shall be supplied to the Customer under the rate schedules applicable to the Customer's class of service as revised from time to time by the MEMBER.
5. Maintenance and Operations: Customers will be responsible for providing, operating, and maintaining all equipment they deem necessary for the protection of their own property and operations.
6. Cooperation and Coordination: Both the MEMBER and the Customer shall communicate and coordinate their operations so that the normal operation of the MEMBER does not unduly affect or interfere with the normal operation of the QF and the QF does not unduly effect or interfere with the normal operation of the MEMBER system. Under abnormal operations of either the QF or the MEMBER system, the responsible party shall provide reasonably prompt communication to the other party to allow mitigation of any potentially negative effects.
7. Metering: The point of common coupling between the MEMBER system and the QF will be the metering point unless otherwise specified. The MEMBER will specify the metering equipment and metering/billing arrangements depending on the level of service needed. The MEMBER will own the meter(s) utilized for billing, unless otherwise agreed in writing by the MEMBER and the Customer. The Customer will provide disconnect and protective devices on the QF/Customer side of the meter. See Exhibit A at the end of this section for metering arrangement guidelines.
8. Disconnection of Unit: The MEMBER may disconnect the QF as reasonably necessary, including for non-compliance to an agreement; system emergency,

imminent danger to the public or MEMBER personnel; and routine maintenance, repairs, and modifications to the MEMBER system. Neither MEMBER nor MRES shall have any liability for any loss of sales or other damages, including all consequential damages for the loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable. The MEMBER will expend reasonable effort to reconnect the QF in a timely manner and to work toward mitigating damages and losses to the QF where reasonably possible.

9. Modifications to the Generation System: When reasonably possible, the Customer must notify the MEMBER, in writing, of plans for any modifications to the QF interconnection equipment
10. Permits and Approvals: The Customer will obtain all environmental and other permits required by governing authorities prior to the construction of the QF. The Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

H. Insurance

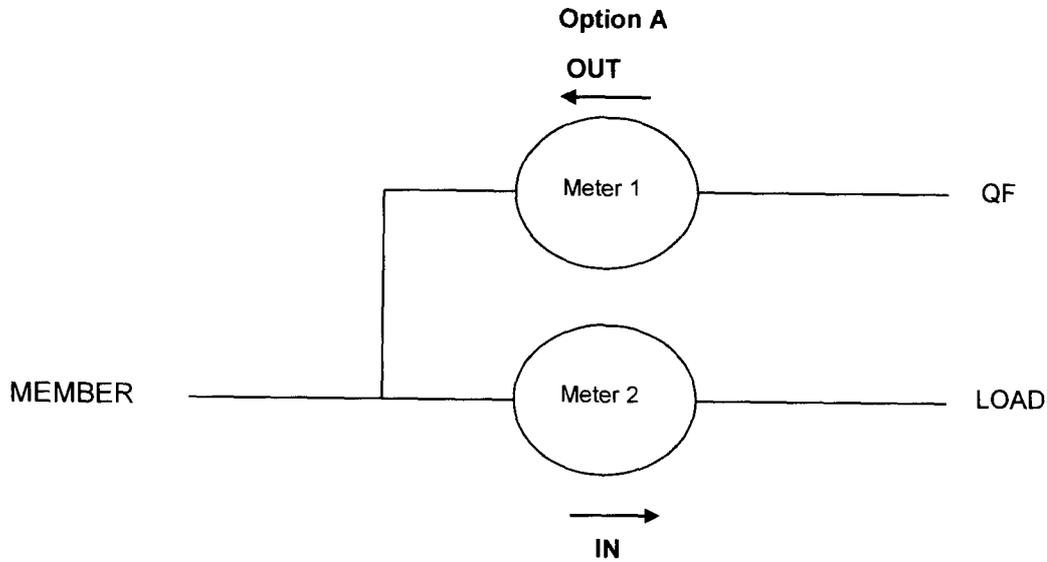
1. The Customer must maintain certain minimum levels of general liability insurance with respect to the interconnection and operation of the QF. The amount of insurance will be determined by the MEMBER, based on, among other things, the nameplate capacity of the QF.
2. The Customer shall furnish all required insurance certificates and endorsements to the MEMBER, upon request, prior to the initial operation of the QF. Thereafter, the MEMBER shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.

In some instances, an operating agreement and/or maintenance agreement may also be required to help preserve the integrity of the MEMBER system:

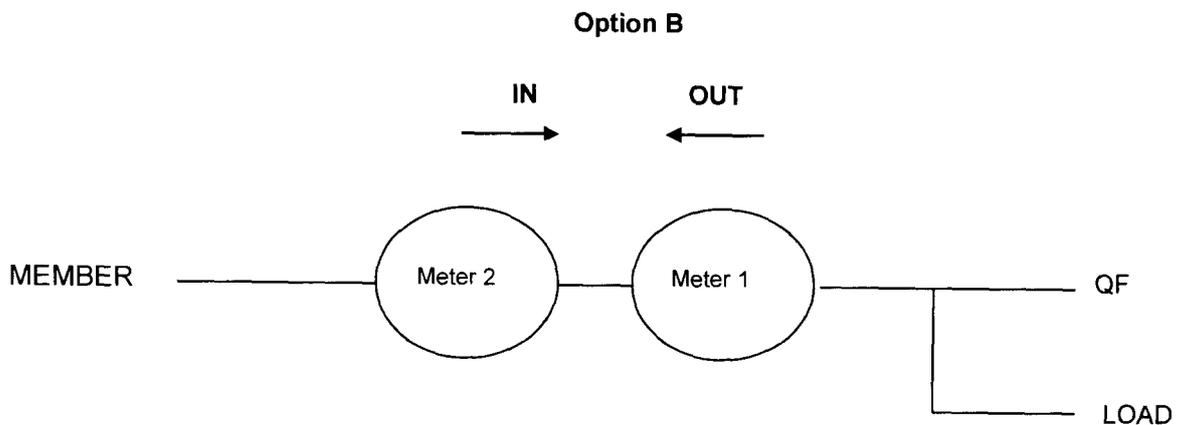
- A. Operating Agreement: Each QF interconnection will be unique. Some may require an Operating Agreement. It is envisioned that this Operating Agreement will be tailored by the MEMBER for each QF. It is also intended that this Operating Agreement will be reviewed and updated periodically, to allow the operation of the QF to be modified to meet the needs of both the MEMBER and the Customer. There may also be operating changes required by outside issues, such as changes in FERC and the transmission provider requirements and/or policies, which will require this Operating Agreement to be modified.
- B. Maintenance Agreement: Due to the uniqueness of each QF interconnection, a Maintenance Agreement may also be required. FERC, NERC, transmission providers, etc. may require a Maintenance Agreement to maintain the reliability of the MEMBER electrical system and the electrical transmission system the MEMBER is interconnected with. It is intended that this Maintenance Agreement will be tailored by the MEMBER for each QF.

Exhibit A:

METERING ARRANGEMENTS

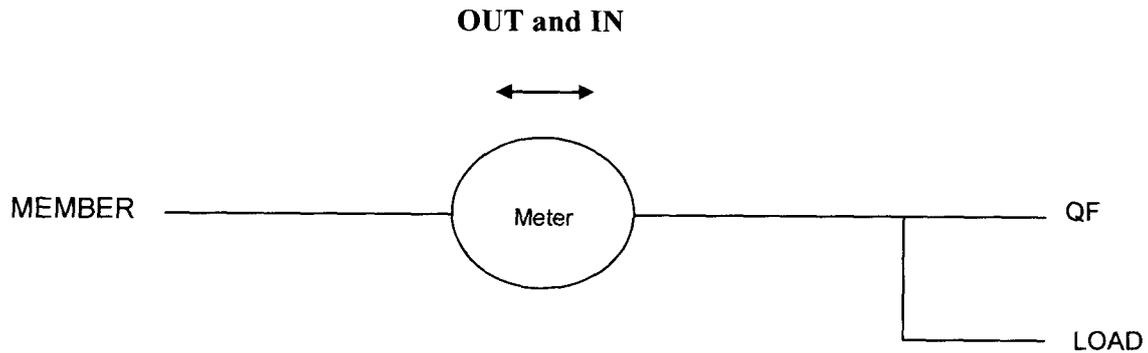


Assumes QF supplies entire output to MEMBER which is purchased by UTILITY as recorded on Meter 1. MEMBER supplies the entire load as recorded on Meter 2.



Assumes QF first supplies Customer's own load and supplies instantaneous excess or surplus to MEMBER which is purchased by UTILITY as recorded on Meter 1. MEMBER supplies the instantaneous load deficiency as recorded on Meter 2.

Option C: <40 kW Small Renewable



QF supplies Customer's own load and supplies instantaneous excess or surplus back to the MEMBER, if applicable. MEMBER supplies instantaneous deficiency to load when QF cannot provide. If the result at the end of the billing cycle shows the meter measures IN flow to the QF/LOAD, MEMBER bills customer at applicable rate times the meter reading. If the meter measures OUT flow to the MEMBER, the Customer is reimbursed by the MEMBER the applicable avoided rate times the meter reading, and the MEMBER is correspondingly reimbursed by MRES. MEMBER has the right to invoke charges as discussed in E.1. in order to maintain adequate levels of service to the QF.

SECTION 4

RESOLUTION NO. _____

RESOLUTION ADOPTING A SMALL POWER PRODUCTION AND CO-GENERATION POLICY THAT SETS RULES AND GUIDELINES TO FULFILL THE CITY'S OBLIGATION TO PURCHASE POWER FROM QUALIFYING FACILITIES UNDER THE PUBLIC POWER UTILITIES REGULATORY POLICY ACT OF 1978

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, the City Council has deemed it advisable and necessary to authorize and implement Small Power Production and Co-Generation Policy; and,

WHEREAS, the Public Utilities Regulatory Policy Act of 1978 (PURPA), as amended, requires a utility to buy power and sell power to Qualifying Facilities; and,

WHEREAS, the City of Pella and MRES filed a Petition of Waiver, which specifies the obligations of the City of Pella and MRES to a QF, with the Federal Energy Regulatory Commission (FERC) on Section 2010 of PURPA, and have been granted such waiver by the FERC;

WHEREAS, the City of Pella and MRES agreed to comply with "Rules of Compliance" as part of the Waiver;

WHEREAS, the City of Pella has drafted guidelines and documents to implement the Rules of Compliance known as the "Distributed Generation Workbook" to accommodate QFs in interconnection and power purchase arrangements, which are subject to be updated periodically;

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

That in recognition of the above statements, the City of Pella hereby adopts the Distributed Generation Workbook as the "Small Power Production and Co-Generation Policy."

PASSED and ADOPTED this 20th day of October, 2015.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

SECTION 5

AVOIDED COSTS AND CAPACITY PLANS

MISSOURI RIVER ENERGY SERVICES COMPLIANCE WITH FEDERAL ENERGY REGULATORY COMMISSION'S REGULATIONS ORDER 69, 18 CFR PART 292.302

FERC has adopted certain rules and regulations which require MRES to prepare and maintain for public inspection electric utility system cost and rate data as defined in the regulations Section 292.302(b)(1) through (d).

The purpose of this submittal is to make available to potential cogenerators and small power producers present and anticipated future avoided cost data of electric energy and capacity for MRES. This data is intended to help potential owners of such QFs to evaluate the financial feasibility of a cogeneration or small power production project.

This data is not intended to represent a rate for purchases from QFs, but rather the first step towards rate determination.

Rates for QF

1. 100 kW or less: Any QF 100 kW or less shall be paid a standard rate as per PURPA or as otherwise required by law. MRES Board of Directors sets PURPA Standard Rate each year for the following calendar year.
2. Greater than 100 kW: Rates to QFs in this category are negotiated and will also take into consideration those factors enumerated in Section 292.304 of the regulations.

PURPA AVOIDED ENERGY COST
Section 292.302 (b) (1)
Date of last update: 12/2011

Avoided Energy Cost

Seasonal Avoided Energy Costs
(cents /kWh):

		2014*		2015		2016	
		Summer	Winter	Summer	Winter	Summer	Winter
On-Peak		3.36	3.16	3.49	3.29	3.63	3.42
Off-Peak		2.04	2.23	2.13	2.32	2.21	2.41

		2017**		2018**		2019**	
		Summer	Winter	Summer	Winter	Summer	Winter
On-Peak		4.85	4.56	5.12	4.82	5.45	5.13
Off-Peak		2.95	3.22	3.12	3.40	3.32	3.62

Annual Avoided Costs
(cents per kWh):

2014*	2015	2016	2017**	2018**	2019**
2.73	2.83	2.95	3.94	4.15	4.43

Rates

For QF facilities 100 kW or less, the PURPA Standard Rate is 2.83 cents per kWh for 2015 adopted in October 2014 by the MRES Board of Directors

Qualifying facilities greater than 100 kW will be treated on a case-by-case basis as allowed by federal regulations.

* Historic as of 9/18/14

** Assumes carbon cost of \$10/ton

**Electric Utility's Plan for Additions of Capacity
Per PURPA
292.302 (b) (2)**

<u>Year</u>	<u>Planned Capacity Additions</u>			<u>Planned Capacity Retirements</u>	<u>Planned Firm Purchases</u>
	<u>Unit Name</u>	<u>Size (MW)</u>	<u>Unit Type</u>		
2018	Red Rock	55	Hydro	None	None
2020	Wind Gen	10	Wind	None	None
2021	Wind Gen	10	Wind	None	None
2025	Wind Gen	30	Wind	None	None
2028	Wind Gen	10	Wind	None	None

**Estimated Capacity Costs
Per PURPA
292.302 (b) (3)**

Planned Unit Addition or Firm Purchase	Planned Capacity Cost <u>(\$/kW)</u>
Red Rock Hydro Project(2018)	\$7,715
Wind Generation Project (2020)	n/a - leased
Wind Generation Project (2021)	n/a – leased
Wind Generation Project (2025)	n/a – leased
Wind Generation Project (2028)	n/a – leased

SECTION 6

INTRODUCTION TO DISTRIBUTED GENERATION INTERCONNECTION PROCEDURE FOR COGENERATION AND SMALL PRODUCTION FACILITIES

General

Missouri River Energy Services (MRES) and local utility (MEMBER) support cost effective generation of electricity by customer owned facilities. Under the FERC regulations, the MEMBER is generally obligated to interconnect with, and operate in parallel with, a QF. The MEMBER is also required to sell electricity to generators who qualify under FERC's standard, while MRES is required to purchase electricity from generators who qualify under FERC's standards.

All generation and transmission interconnections shall comply with the requirements of NERC, MAPP, and/or other regional transmission and authorized providers.

Customer owned generation that does not satisfy FERC qualifying status requirements may be interconnected, but will not be allowed to operate in parallel with MEMBER electric system without approval by MEMBER and MRES.

Purpose

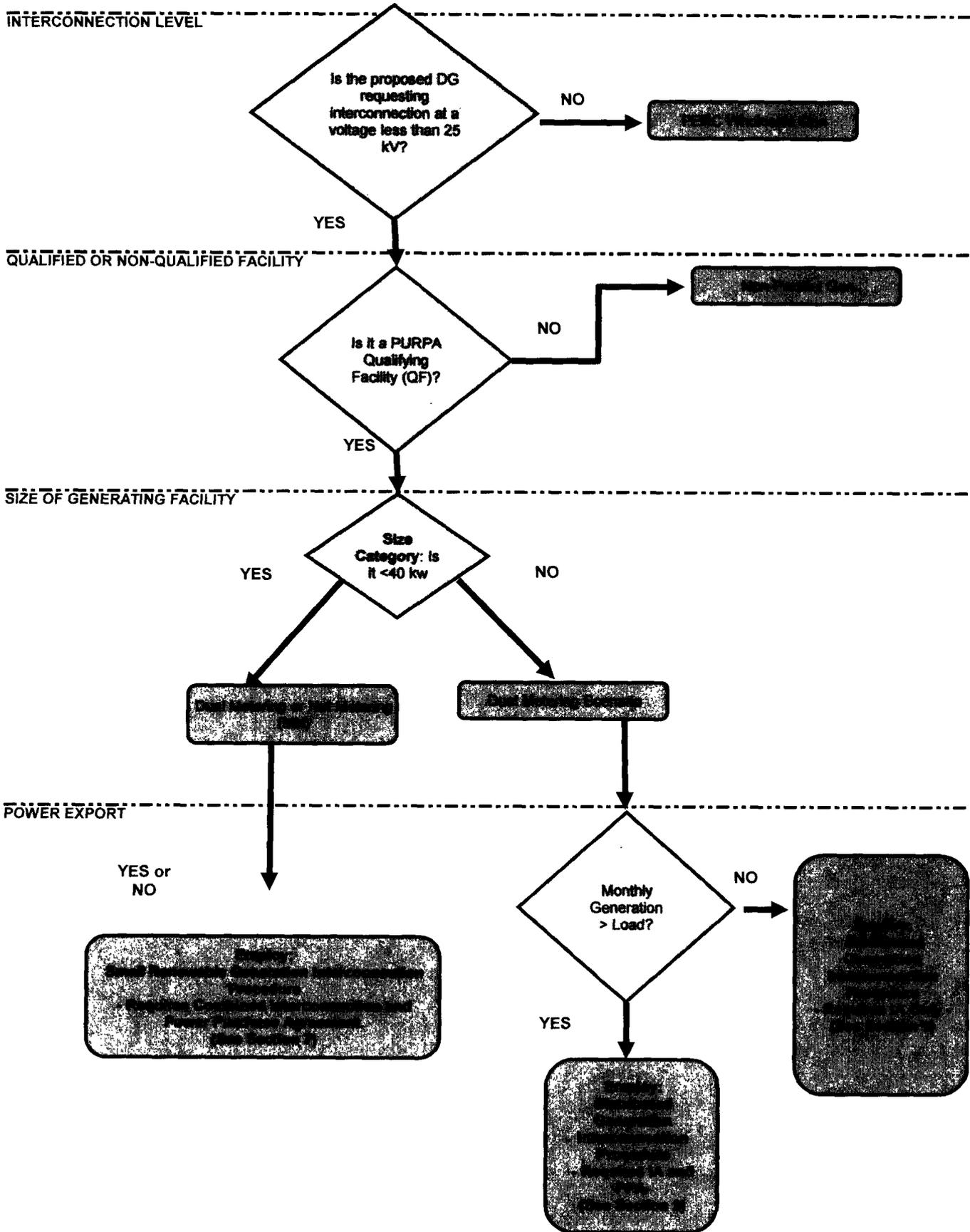
This procedure covers the process involved when a customer requests to interconnect a generation system. The process starts when the Customer first contacts the MEMBER for information about customer-owned generation facilities and discusses the nature of the customer owned generation and operational desires. The procedure then progresses to a discussion of such items as (1) Interconnection Level, (2) QF status, (3) Size of Generation Facility, and (4) Power Export characteristics. Answers to these questions determine such items as engineering review, technical requirements, agreements, rates, etc.

Starting the Process: Contacts and Initial Communications, Determination of Procedure

The process begins with the Customer contacting the MEMBER. Appropriate personnel from the MEMBER and MRES, if necessary, are appointed to the project and assigned specific tasks as outlined on the following page:

<u>Responsibility</u>	<u>Step</u>	<u>Action</u>
Customer	1	Contact MEMBER; acquire information about installing customer-owned generation.
MEMBER Employee (receiving call/letter)	2	Refer the phone call/letter to the MEMBER Coordinator.
MEMBER Coordinator	3	Contact Customer and inquire about: <ul style="list-style-type: none"> 1) Interconnection Level 2) QF Status 3) Size of Generation 4) Power Export <p>-See Exhibit A – Distributed Generation Screening</p> <p>Supply Customer with: <ul style="list-style-type: none"> 1) Guidelines 2) Avoided Cost Information 3) Other service charges </p>
MEMBER Coordinator	4	Contact MRES Marketing Department. Discuss Customer inquiry with MRES (UTILITY) lead.
MRES Lead	5	Discuss with MRES supporting engineer.
MRES Contact and Supporting Engineer	6	Perform Initial Screening by examining the following four components to determine procedure to recommend to MEMBER Coordinator: <ul style="list-style-type: none"> 1) Interconnection Level 2) QF Status 3) Size of Generation 4) Power Export <p>-See Exhibit A-</p> <p><u>If the customer generation would qualify for QF Status AND the generation is < 40 kW, proceed to Small Renewable Generation Interconnection Procedure. If not, go to Distributed Generation Interconnection Procedure</u></p>
MRES Contact	7	Contact MEMBER Coordinator to review/discuss appropriate procedure as identified above and other data as needed. Supply customer with procedure & requirement documents along with contract(s).

Exhibit A: Distributed Generation Screening



SECTION 7

SMALL RENEWABLE GENERATION INTERCONNECTION PROCEDURE FOR INVERTER CONNECTED SYSTEMS RATED LESS THAN 40 KW

Introduction

To interconnect a Generation System with MEMBER, there are several steps that must be followed. This document outlines a streamlined version of those steps for inverter connected systems rated less than 40kW. At any point in the process, if there are questions, please consult the MEMBER Contact.

This streamlined version of the interconnection process has been prepared to explain the process to interconnect a specific type and size of Generation System: a PURPA qualified generation system utilizing a Grid Tie Inverter rated below 40kW. If your system does not meet these qualifications, then this procedure is not applicable for interconnecting your system. Please refer to the “Distributed Generation Interconnection Procedure” in Section 9.

This document does not discuss the associated interconnection Technical Requirements, which are covered in the “Small Renewable Generation Interconnection: Requirements for Inverter Connected System Rated less than 40kW” in Section 8. Please refer to that document for Technical Requirements and additional explanation of the terms utilized herein.

General Information

A. Definitions

1. **Applicant:** The person, customer, or entity which is requesting the interconnection of a Generation System with MEMBER and has overall responsibility for ensuring that the Generation System is designed, operated, and maintained in compliance with the Technical Requirements.
2. **Area EPS:** An electric power system (EPS) that serves Local EPS. Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.
3. **Distribution System:** The MEMBER system which is not part of the Area EPS Transmission System or any Generation System.
4. **Extended Parallel:** The Generation System is designed to remain connected with MEMBER for an extended period of time.
5. **Generation:** Any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.
6. **MEMBER Coordinator:** The person or persons designated by MEMBER to provide a single point of coordination with the Applicant for the generation interconnection process.
7. **Generation System:** The interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables up to the Point of Common Coupling.
8. **Grid Tie Inverter:** A device that converts DC electricity to AC electricity. While a Grid Tie Inverter usually has been specially designed and constructed to safely interconnect with an Area EPS, for the purposes of this interconnection procedure, a Grid Tie Inverter must also have been designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards and has been certified with a UL 1741 label.
9. **Interconnection Customer:** The party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
10. **Local EPS:** An EPS contained entirely within a single premise or group of premises.

11. Point of Common Coupling: The point where the Local EPS is connected to an Area EPS.
12. Technical Requirements: The complete set of requirements outlined in the “MEMBER Distributed Generation Interconnection Requirements.” Also includes the more concise subset of the technical requirements provided for smaller inverter interconnected generation systems titled “MEMBER Small Renewable Generation Interconnection Requirements for Inverter Connected Systems Rated less than 40kW”.

B. MEMBER Coordinator

For questions regarding this generation interconnection process or any other questions regarding generation installation in general, please contact the following:

Name: Nate Spurgeon
Title: Electric Distribution Superintendent
Company: City of Pella
Address: 222 Truman Road
Pella, IA 50219
Phone: (641) 628-2581
E-mail: nspurgeon@cityofpella.com

This MEMBER Coordinator may not be able to directly answer or resolve all of the issues involved in the review and implementation of the interconnection process and standards, but shall be available to provide coordination assistance with the Applicant.

C. Insurance

In connection with the Interconnection Customer’s performance of his or her duties and obligations under the Small Renewable Generation Interconnection Procedure and subsequent agreement, the Interconnection Customer shall maintain, during the term of the Agreement, general liability insurance from a qualified insurance agency with a B+ or better rating by “Best” and with a combined single limit as determined by MEMBER based on the Generation System of the Interconnection Customer.

Procedure for Small Renewable Generation Interconnection

Step 1 Application (By Applicant)

Upon decision to interconnect a Small Renewable Generation System with MEMBER, Applicant shall supply MEMBER with the following information:

1. Completed Generation Interconnection Application (Appendix A) including:
 - a. One-line diagram
 - b. Site plan of the proposed installation
 - c. Proposed schedule of the installation
2. Payment of the (MEMBER TO DETERMINE) application fee. This application fee is to contribute to MEMBER's labor costs for administration, review of the design concept, and engineering screening for the proposed Generation System interconnection.

Step 2 Review of Application (By MEMBER)

Within 30 business days of receipt of all the information listed in Step 1, the MEMBER Coordinator shall respond to the Applicant with the information listed below. If the information required in Step 1 is not complete, the Applicant will be notified within 10 business days of what is missing and no further review will be completed until the missing information is submitted. (The 30 day clock will restart with the new submittal.)

The proposed Generation System will be screened to determine if additional engineering studies are required. The base screening criteria is listed in the general information section of this document.

1. A single point of contact with MEMBER for this project. (MEMBER Coordinator)
2. Approval or rejection of the generation interconnection request.
 - a. Rejection – MEMBER shall supply the technical reasons, with supporting information, for rejection of the Application.
 - b. Approval – An approved Application is valid for 6 months from the date of the approval. The MEMBER Coordinator may extend this time upon request of the Applicant

MEMBER will conduct a high level review to confirm that, with the incremental addition of this QF into the MEMBER Distribution System, the sum of all generation does not exceed 50% of the minimum annual hourly load at the MEMBER high voltage substation. If it does exceed 50% of the minimum annual hourly load at the

MEMBER substation, a more detailed analysis may be needed including discussions with and evaluations by MRES to confirm there are no significant transmission impacts related to the addition of the interconnected generation.

3. Comments on the schedule provided.
4. Interconnection and Power Purchase Agreement.
5. Cost estimate and payment schedule for required MEMBER work, including, but not limited to:
 - a. Labor costs related to the final design review
 - b. Labor & expense costs for attending meetings
 - c. Required equipment and other MEMBER modification(s)
 - d. Final acceptance testing costs

Step 3 Final Go/No-Go Decision (By Applicant)

The Applicant shall have the opportunity to indicate whether they want to proceed with the proposed generation interconnection. If the decision is to NOT proceed, the Applicant will notify the MEMBER Coordinator, so that other generation interconnections in the queue are not adversely impacted.

Should the Applicant decide to proceed, the following information is to be supplied to the MEMBER Coordinator:

1. Applicable up-front payment required by MEMBER, per Payment Schedule, provided in Step 2. (if applicable)
2. Signed Interconnection and Power Purchase Agreement
3. Final proposed schedule, incorporating the MEMBER comments or requirements
4. Detailed information on the proposed equipment, if required by MEMBER in Step2, including wiring diagrams, models and types

Step 4 Order Equipment and Construction (By MEMBER /Applicant)

The following activities shall be completed:

By the Applicant's personnel:

1. Installing Generation System
2. Filing of required state electrical inspection forms
3. Inspecting and functional testing of Generation System components

By MEMBER personnel:

1. Installing and testing any MEMBER facilities or line extensions
2. Assisting Applicant's personnel with interconnection installation coordination issues
3. Providing review and input for testing process

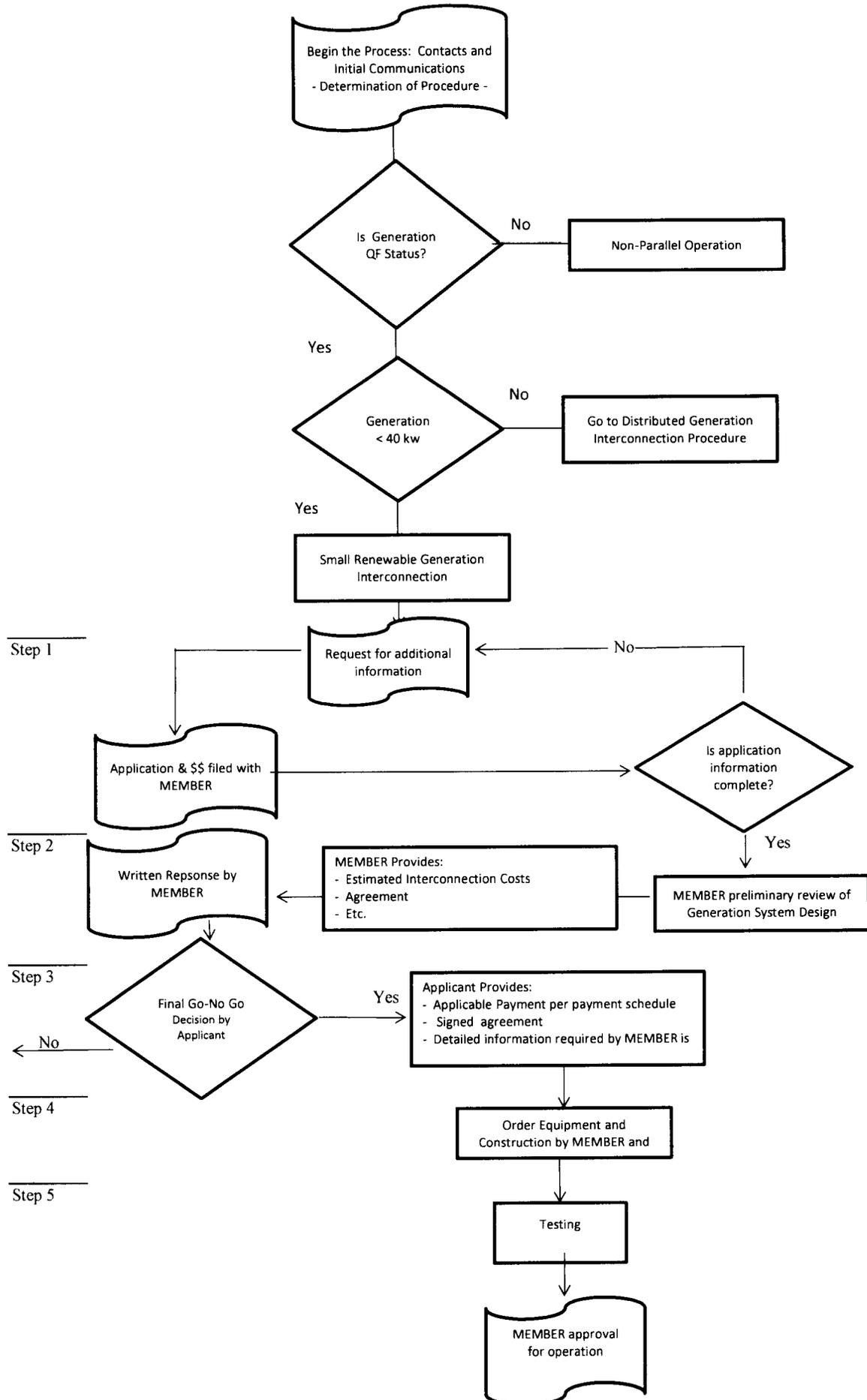
Step 5 Final Tests (By MEMBER /Applicant)

(Due to equipment lead times and construction, a significant amount of time may pass between the execution of Step 4 and Step 5.)

Final acceptance testing will commence when all equipment has been installed and all contractor preliminary testing has been accomplished. A week or two prior to the start of the final testing of the generation interconnection, the Applicant shall provide MEMBER with a report certifying:

1. The Generation System meets all interconnection requirements.
2. All contractor preliminary testing has been completed.
3. A proposed date that the Generation System will be ready to be energized and to be acceptance tested.

Appendix A: Small Renewable Generation Interconnection Procedure Flowchart



Appendix A: SRG Flowchart

Appendix B Small Renewable Generation Application (w/Inverter and < 40 kW)

WHO SHOULD FILE THIS APPLICATION: Customers interested in installing generation, rated less than 40 kw, which will interconnect to MEMBER distribution system using a Grid Tie Inverter. This application should be completed and returned to MEMBER Coordinator, in order to begin processing the request.

INFORMATION: Member will perform an interconnection review based on the information provided. The Applicant shall complete as much of the form as possible. The fields in BOLD are required to be completed to the best of the Applicant's ability. The Applicant will be contacted if additional information is required. The response may take up to 30 business days after receipt of all the required information.

APPLICATION FEE: (MEMBER TO DETERMINE) filing fee to cover the cost of processing and reviewing this application.

OWNER/APPLICANT		
Applicant:	Phone Number:	FAX Number:
Mailing Address:		
Email Address:		

PROPOSED LOCATION OF GENERATION SYSTEM INTERCONNECTION
Street Address, Legal Description, or GPS coordinates:

ELECTRICAL CONTRACTOR (if applicable)		
Company:		
Representative:	Phone Number:	FAX Number:
Mailing Address:		
Email Address:		

TYPE OF INTERCONNECTED OPERATION	
Type of Generation System Solar Wind(Circle one) or other Describe _____	
Proposed use of generation: (Check all that may apply) <input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input type="checkbox"/> Energy Sales <input type="checkbox"/> Cover Load	Duration Parallel: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Continuous
Pre-Certified System: Yes / No / Don't know (Circle one)	Exporting Energy Yes / No (Circle one)

ESTIMATED START/COMPLETION DATES	
Order Equipment:	
Construction Start Date:	
Start Acceptance Testing:	
Generation In Service:	

GENERATOR or (Solar Panel) INFORMATION		
Manufacturer:	Type (Model):	Phases: 1 or 3
Rated Output (each unit) kW	# of Units to be installed:	Rated Voltage (Volts):
Supplier of Equipment		
Address		
Phone		
Additional Information:		

INVERTER		
Manufacturer:	Model:	
Rated Power Factor (%):	Rated Voltage (Volts):	Rated Current (Amperes):
% Total harmonics at full load	%Current	% Voltage
Inverter Type (ferroresonant, step, pulse-width modulation, etc.):		
Additional Information:		

MISCELLANEOUS (Use this area and any additional sheets for applicable notes and comments)
SIGN OFF AREA:
With this Application, I, the Applicant, requests MEMBER to review the proposed Generation System Interconnection. I request that MEMBER identify any additional equipment and costs/fees involved with the interconnection of this system and to provide an estimate of those costs. I understand that the costs supplied by MEMBER will be estimated using the information provided. I also agree that I will supply, as requested, any additional information requested by MEMBER for evaluation of this proposed Generation System interconnection. I have read the MEMBER Small Renewable Generation Interconnection Procedure and Requirements and will design, operate, and maintain the Generation System and interconnection in accordance with those requirements.
Applicant Name (print):
Applicant Signature: Date:
SEND THIS COMPLETED & SIGNED APPLICATION AND ATTACHMENTS TO THE MEMBER COORDINATOR at MEMBER UTILITY

SECTION 8

**SMALL RENEWABLE GENERATION INTERCONNECTION
REQUIREMENTS FOR
INVERTER CONNECTED SYSTEMS RATED LESS THAN 40 kW**

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Introduction

Electric distributed generation systems span a wide range of sizes and electrical characteristics. Electrical distribution system designs vary widely from that required to serve the residential customer to that needed to serve the large commercial customer. With so many variations possible, it becomes complex and difficult to create one interconnection standard that fits all generation interconnection situations.

This Technical Requirements document has been written to cover only the technical interconnection requirements to interconnect a specific type and size of generation system with MEMBER; specifically, a PURPA qualified generation system utilizing a Grid Tie Inverter and rated below 40 kW. If your system does not meet these qualifications, then these requirements are not applicable; please refer to the “Distributed Generation Interconnection Requirements” found in Section 10.

This Technical Requirements document is based on assumptions of a “typical” under 40kW Generation System. As a result, there may be areas not covered within this document. In such cases, the “Distributed Generation Interconnection Requirements” located in Section 10 should be referenced.

This document covers only the technical requirements and does not cover the interconnection procedure. Please read the companion document “Small Renewable Generation Interconnection Procedure for Inverter Connected Systems Rated less than 40 kW”, located in Section 7, for the description of the procedure to follow for interconnection approval and construction. It is important to also get copies of MEMBER and MRES rates.

A. Definitions

The definitions defined in the “IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems” (IEEE 1547) apply to this document. The following definitions are in addition to the ones defined in IEEE 1547, or are repeated from the IEEE 1547 standard.

1. Area EPS: An electric power system (EPS) that serves Local EPS. Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. MEMBER is an Area EPS.
2. Generation: Any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device including energy storage technologies.
3. Generation System: The interconnected Distributed Generation(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables up to the Point of Common Coupling.
4. Grid Tie Inverter: The inverter is a device that converts DC electricity to AC electricity. While a Grid Tie Inverter usually has been specially designed and constructed to safely interconnect with an Area EPS; for the purposes of this document, a Grid Tie Inverter should also be designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards and should also be certified with a UL 1741 label.
5. Interconnection Customer: The party or parties who are responsible for meeting the requirements set forth in this document. This could include the Generation System applicant, installer, designer, owner, or operator.
6. Local EPS: An EPS contained entirely within a single premises or group of premises.
7. Point of Common Coupling: The point where the Local EPS is connected to an Area EPS.
8. Type-Certified: Generation paralleling equipment that is listed by an Occupational Safety and Health Administration (OSHA) national testing laboratory as having met the applicable type testing requirement of UL 1741. At the time of preparation of this document, this was the only national standard available for certification of generation transfer switch equipment. Other subsequent forms of type-certification are permitted if acceptable to MEMBER.

B. Interconnection Requirements Goals

This document defines the minimum technical requirements for the implementation of the electrical interconnection between the Generation System and MEMBER's distribution system. It does not define the overall requirements for the Generation System. The requirements in this document are intended to achieve the following:

1. Ensure the safety of MEMBER personnel and contractors working on the electrical power system.
2. Ensure the safety of MEMBER customers and the general public.
3. Protect and minimize the possible damage to the electrical power system and other MEMBER's property.
4. Ensure proper operation to minimize adverse operating conditions on the electrical power system.

C. Area EPS Modifications

Depending upon the size of the Generation System, the location on MEMBER's distribution system, and how the Generation System is operated; certain modifications and/or additions may be required to the existing MEMBER distribution system, due to the addition of the Generation System. To the extent possible, this document describes the modifications, which could be necessary to MEMBER's distribution system for different types of Generation Systems. If any additional modifications are necessary, they will be identified by MEMBER during the application review process.

D. Generation System Protection

The Interconnection Customer is solely responsible for providing protection for the Generation System. Protection systems required in this document are structured to protect MEMBER's distribution system and the public. Additional protection equipment may be required by MEMBER to ensure proper operation for the Generation System. This is especially true when operating disconnected from MEMBER's distribution system. MEMBER and MRES do not assume responsibility for protection of the Generation System equipment or of any portion of the Local EPS.

E. Electrical Code Compliance

The Interconnection Customer shall be responsible for complying with all applicable local, independent, state, and federal codes such as building codes, NEC, NESC, and noise and emissions standards. As required by applicable state law, MEMBER's distribution system will require proof of compliance with the NEC and installation approval by an electrical inspector recognized by an appropriate state governing board before the interconnection.

The Interconnection Customer's Generation System and installation shall comply with the latest applicable revisions of the ANSI/IEEE standards, in particular, IEEE 1547; "Standard for Interconnecting Distributed Resources with Electric Power Systems". See the reference section of this document for a partial list of the industry standards which apply.

References

The following standards shall be used in conjunction with this standard. When the stated version of the following standards is superseded by an approved revision, then that revision shall apply.

IEEE Std 100-2000, "IEEE Standard Dictionary of Electrical and Electronic Terms"

IEEE Std 519-1992, "IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems"

IEEE Std 929-2000, "IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"

IEEE Std 1547, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems"

IEEE Std C37.90.1-1989 (Current Version), "IEEE Standard Surge Withstand Capability (SEC) Tests for Protective Relays and Relay Systems"

IEEE Std C37.90.2 (Current Version), "IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers"

IEEE Std C62.41.2-2002, "IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits"

IEEE Std C62.42-1992 (Current Version), "IEEE Recommended Practice on Surge Testing for Equipment Connected to Low Voltage (1000V and less) AC Power Circuits"

ANSI C84.1-1 995, "Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)"

ANSI/IEEE 446-1995, "Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications"

ANSI/IEEE Standard 142-1991, "IEEE Recommended Practice for Grounding of Industrial a Commercial Power Systems – Green Book"

UL Std. 1741 "Standard for Safety for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources"

NEC – "National Electrical Code", National Fire Protection Association (NFPA), NFPA-70-2002

NESC – "National Electrical Safety Code." ANSI C2-2000, Published by the Institute of Electrical and Electronics Engineers, Inc

Interconnection Issues and Technical Requirements

- A. **Inverter Connection:** This is a continuous parallel connection with the distribution system. Small generation systems may utilize inverters to interface to the MEMBER distribution system. Solar, wind, and fuel cells are some examples of generation which typically use inverters to connect to the MEMBER distribution system. The design of such inverters shall either contain all necessary protection to prevent unintentional islanding or the Interconnection Customer shall install conventional protection to affect the same protection.
1. Inverter Certification - Prior to installation, the inverters shall be Type-Certified for interconnection to the electrical power system. The certification will confirm anti-islanding protection and power quality related levels at the Point of Common Coupling. Also, utility compatibility, electric shock hazard, and fire safety will be approved through UL listing of the model. Once this Type Certification is completed, additional design review of the inverters should not be necessary by the MEMBER.
 2. For three-phase operation, the inverter control must also be able to detect and separate for the loss of one phase. Larger inverters will still require customer protection settings which must be calculated and designed to be compatible with the MEMBER distribution system.
 3. A visible disconnect is required for safely isolating the distributed generation when connecting with an inverter. The inverters shall not be used as a safety isolation device.
 4. When banks of inverter systems are installed at one location, a design review by the MEMBER must be performed to determine if any additional protection systems, metering or other modifications are needed. These additional systems or modifications will be identified by the MEMBER during the interconnection study process.
- B. **General Requirements** - The following requirements apply to the interconnected generating equipment. MEMBER's distribution system shall be considered the source side and the MEMBER's system shall be considered the load side in the following interconnection requirements.
1. **Visible Disconnect** – A disconnecting device shall be installed to electrically isolate the Inverter from the rest of the load. The visible disconnect shall provide a visible air gap between Interconnection Customer's Generation and MEMBER's distribution system in order to establish the safety isolation required for work on MEMBER's distribution system. This disconnecting device shall be readily accessible 24 hours per day by MEMBER field personnel and shall be capable of being padlocked by MEMBER field personnel. The disconnecting device shall be lockable in the open position.

The visible disconnect shall be a UL approved or National Electrical Manufacture's Association approved, manual safety disconnect switch of adequate ampere capacity.

The visible disconnect shall not open the neutral when the switch is open.

The visible disconnect shall be labeled, as required by MEMBER.

2. Energization of Equipment by Generation System – The Generation System shall not energize any de-energized portion of MEMBER’s distribution system.
3. Fault and Line Clearing – The Generation System shall be removed from MEMBER’s distribution system for any faults or outages occurring on the electrical circuit serving the Generation System.
4. Interference – The Interconnection Customer shall disconnect the Distributed Generation from MEMBER’s distribution system if the Distributed Generation causes radio, television or electrical service interference to other members or customers, via the EPS or interference with the operation of Area EPS. The Interconnection Customer shall either effect repairs to the Generation System or reimburse MEMBER for the cost of any required modifications to MEMBER’s distribution system due to the interference.
5. Unintended Islanding – Under certain conditions with extended parallel operation, a part of MEMBER’s distribution system may be disconnected from the rest of MEMBER’s distribution system and may require the Generation System to continue to operate and to provide power to a portion of the isolated circuit. This is called “islanding”. It is not possible to successfully reconnect the energized isolated circuit to the rest of MEMBER’s distribution system since there are no synchronizing controls associated with all of the possible locations of disconnection. Therefore, it is required that the Generation System be automatically disconnected from MEMBER’s distribution system immediately by protective relays for any condition that would cause MEMBER’s distribution system to be de-energized. The Generation System shall either isolate itself from the MEMBER’s distribution system and serve only the Customer’s load, or shut down completely. The Generation System must be blocked from closing back into MEMBER’s distribution system until MEMBER’s distribution system is reenergized and MEMBER’s distribution system voltage is within Range B of ANSI C84.1 Table 1 for a minimum of one minute. Depending upon the size of the Generation System, it may be necessary to install direct transfer trip equipment from MEMBER’s distribution system source(s) to remotely trip the generation interconnection to prevent islanding for certain conditions.
6. Protective Systems – In general, a Grid Tie Inverter is designed, constructed, and tested so that the necessary protective functions are built into the inverter, to ensure isolation of the generation system from the distribution system. The functions required by IEEE 1547 and IEEE 929 standards include Over/Under Voltage, Over/Under Frequency, phase, and ground overcurrent; so, no further protective equipment is typically necessary. Please note that the NEC or other state or local codes may require you to install additional protective equipment, such as fuses.
7. Disconnection – MEMBER’s distribution system operator may refuse to connect, or may disconnect without prior notice, a Generation System from MEMBER’s

distribution system under the following conditions:

- a. Lack of approved Standard Application Form, and Interconnection and Power Purchase Agreement.
- b. Termination of interconnection by mutual agreement.
- c. Non-Compliance with the technical or contractual requirements.
- d. System Emergency or imminent danger to the public or MEMBER personnel (Safety).
- e. Routine maintenance, repairs and modifications to MEMBER's distribution system. MEMBER shall coordinate planned outages with the Interconnection Customer to the best extent possible.
- f. Any other reason described in the Interconnection and Power Purchase Agreement.

Generation Metering, Monitoring, and Control

Metering, Monitoring, and Control – For small renewable generation systems less than 40 kW, the following are the Metering, Monitoring, and Control requirements. This document assumes that the Generation System is a QF under the PURPA requirements and that the power is not being sold to a third party.

A. Metering Requirements

For Generation Systems that are QFs under PURPA, metering requirements are:

1. For single-phase Generation Systems, the applicant is required to provide and install a MEMBER-approved single phase meter socket, unless otherwise specified by MEMBER. MEMBER will supply the single-phase metering required. Responsibility of the metering cost will be determined by the MEMBER.
2. For three-phase Generation Systems, the applicant is required to provide a MEMBER-approved commercial three phase meter socket, unless otherwise specified by MEMBER. MEMBER will supply the three-phase metering required. Responsibility for the metering cost will be determined by the MEMBER.

B. Monitoring and Control Requirements

For qualified inverter connected Generation Systems 40 kW and less, there are no requirements for monitoring and remote control of the generation system by MEMBER.

Agreements

- A. Interconnection and Power Purchase Agreement – The contract between the Applicant, MEMBER, and MRES defining the parties’ respective rights and duties relating to interconnection, operation, and power purchases.

Testing Requirements

- A. Certification of Equipment

The most important part of the process to interconnect generation is safety. One of the key components of ensuring safety is to ensure that the design and implementation of the elements connected to the electrical power system operate as required. Therefore, all of the electrical wiring in a business or residence should be listed for its intended purpose by a recognized testing and certification laboratory. Typically we see this referred to as “UL” listed. In order to comply with this requirement, the Inverter used shall be listed by a nationally recognized testing laboratory as having met the applicable type-testing requirements of UL 1741 and IEEE 929. If so listed, the Inverter shall be acceptable for interconnection without additional protection system requirements.

- B. Commissioning Testing

The following tests shall be completed by the Interconnection Customer. MEMBER has the right to witness all field testing and to review all records prior to allowing the system to be made ready for normal operation.

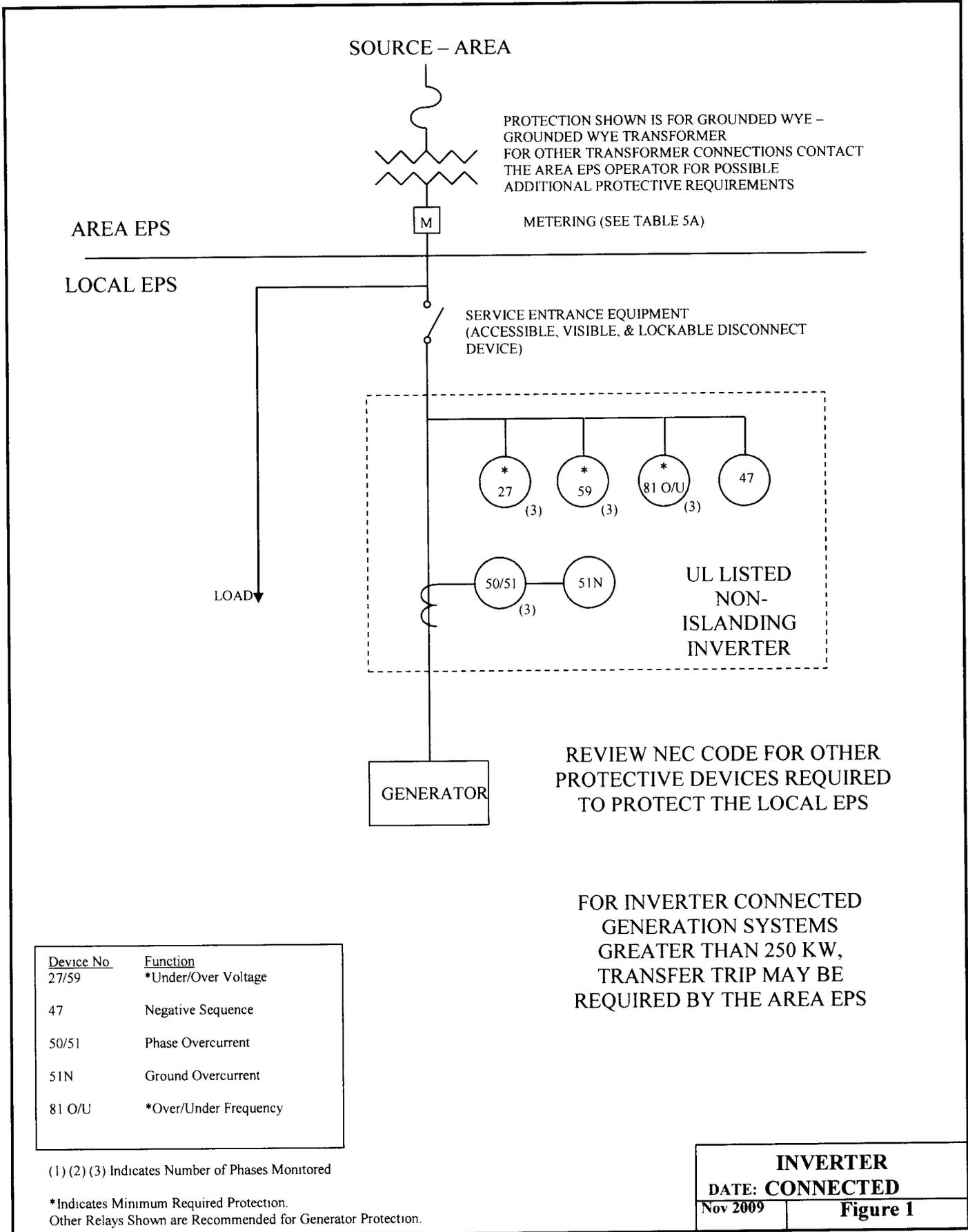
1. Before testing – The Generation System shall be inspected and approved by a designated electrical inspector prior to interconnecting the Generation System with the electrical system.
2. Any pre-testing recommended by the equipment manufacturer and/or installer shall be completed prior to the On-line Commissioning Test.
3. On-Line Commissioning Test – MEMBER and the Interconnection Customer shall complete the following tests once the Generation System has completed Pre-testing and the results have been reviewed and approved by MEMBER. Generation System functionally shall be verified for specific interconnections as follows:
 - a. Anti-Islanding Test Steps
 - i. The Generation System shall be started and operated in parallel with MEMBER’s distribution system source.
 - ii. MEMBER’s distribution system source shall be removed by opening a switch, fuse, or breaker or other means on the MEMBER side of the inverter.
 - iii. Under the condition established in step (ii), the Generation System shall stop generating.

- iv. Under the condition established in step (ii), the Generation System shall not reenergize any part of the MEMBER's distribution system (Area EPS).
- v. The device that was opened to disconnect MEMBER's distribution system source shall be closed and the Generation System shall not re-parallel/reconnect with MEMBER's distribution system for at least 5 minutes or for another agreed-to duration.
- vi. For three phase systems this test will be repeated for each phase of the system and also for a complete three phase loss of Utility power.

C. Periodic Testing and Record Keeping

- 1. Any time the inverter hardware or software is replaced and/or modified, the MEMBER Coordinator shall be notified. This notification shall be as soon as reasonably possible and, if possible, be provided with sufficient warning so that MEMBER personnel can be involved and/or witness the verification testing. Verification testing shall be completed on the replaced and/or modified equipment and systems. The involvement of MEMBER personnel will depend upon the complexity of the Generation System and the component being replaced and/or modified. Since the Interconnection Customer and MEMBER are now operating an interconnected system, it is important for each to communicate to the other changes in operation, procedures, and/or equipment in order to ensure the safety and reliability of the Local and Area EPS.
- 2. All interconnection-related protection systems shall be periodically tested and maintained by the Interconnection Customer, at intervals specified by the manufacturer or system integrator. These intervals shall not exceed 5 years. Periodic test reports and a log of inspections shall be maintained by the Interconnection Customer and made available to MEMBER upon request.

Appendix A: Example Inverter Diagram



Appendix A: Example Inverter Diagram

Appendix B
INTERCONNECTION AND POWER PURCHASE AGREEMENT –
SMALL RENEWABLE GENERATION (<40kW)

This Interconnection and Power Purchase Agreement – Small Renewable Generation (<40kW) (the “Agreement”) is made and entered into _____, 20___, by and among Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services, 3724 West Avera Drive, PO Box 88920, Sioux Falls, SD 57109-8920, a body politic and corporate and public agency organized in Iowa and existing under the laws of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”), _____, [Address] (“Utility”), and _____, with an address as set forth in Exhibit A hereto (“Customer”).

RECITALS

A. Customer has installed, or plans to install, electric generating facilities rated at less than 40 kilowatts of electricity on certain real property owned or leased by Customer, which facilities and property are more particularly described in Exhibit A hereto. The generating facilities are hereinafter referred to as the “Qualifying Facility”.

B. Utility is a municipal utility that owns and operates an electrical distribution system (the “Utility System”) and provides retail electric power to Customer and other customers.

C. MRES is a joint action agency that supplies wholesale electric power supply to Utility pursuant to a long-term exclusive supply contract that requires Utility to purchase from MRES all electric power supply in excess of that provided by Western Area Power Administration.

D. Pursuant to a waiver/agreement with the Federal Energy Regulatory Commission under the Public Utilities Regulatory Policies Act (“PURPA”), MRES is required to purchase power from “qualifying facilities,” as defined by PURPA, and Utility is required to interconnect, supply power to, and allow qualifying facilities to operate in parallel with the Utility System. MRES and Utility are also permitted, but not required, to take such actions with respect to electric generating facilities which do not constitute “qualifying facilities” under PURPA.

E. Customer desires to interconnect and operate the Qualifying Facility in parallel with the Utility System and sell power generated by the Qualifying Facility to MRES, and Utility and MRES are willing to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope and Purpose. This Agreement sets forth the terms and conditions under which the Qualifying Facility may be interconnected to, and operated in parallel with, the Utility System and under which MRES will purchase power generated by the Qualifying Facility. This Agreement does not constitute an agreement by MRES or Utility to deliver power generated by the Qualifying Facility or to provide any services to Customer except as described in this Agreement.

2. Interconnection Rules. The procedures and technical requirements governing the interconnection and operation of the Qualifying Facility are described in the documents of Utility

entitled “Small Renewable Generation Interconnection Procedure for Inverter Connected Systems Rated Less Than 40kW” (the “Procedures”) and “Small Renewable Generation Interconnection Requirements for Inverter Connected Systems Rated Less Than 40kW” (the “Requirements”), each as may be amended by Utility from time to time (collectively, the “Interconnection Rules”). Utility shall have the right to amend the Interconnection Rules from time to time in its sole discretion. The Interconnection Rules are incorporated and made part of this Agreement by this reference. Customer acknowledges it has received a copy of the Interconnection Rules and agrees to comply with the terms of the Interconnection Rules. In the event any terms of this Agreement conflict with the terms of the Interconnection Rules, the terms of this Agreement shall govern.

3. Point of Common Coupling. The point where the electrical facilities of the Utility System electrically connect to the electrical facilities of the Qualifying Facility is the “Point of Common Coupling” as shown on the diagram attached hereto as Exhibit B. Exhibit B shall depict the Point of Common Coupling, the location of meter(s), the point of delivery, and such other detail as may be required by Utility. Customer and Utility shall interconnect the Qualifying Facility to the Utility System at the Point of Common Coupling in accordance with the Interconnection Rules and all applicable laws, regulations and prudent utility practices. Utility and Customer shall each own and be responsible for the installation, maintenance and repair of the lines, wires, switches and other equipment on their respective sides of the Point of Common Coupling. Unless otherwise specified in Exhibit A, Customer, at its cost, shall furnish, install, own, maintain and repair all interconnection equipment required at the Point of Common Coupling, in accordance with the Interconnection Rules and applicable laws, regulations and prudent utility practices. Final electrical connections between the Utility System and the Qualifying Facility shall be made by Utility.

4. Installation, Operation and Maintenance of Qualifying Facility. Customer shall install, operate and maintain the Qualifying Facility in accordance with the terms of this section.

a. Responsibility; Standards. Customer shall install, operate, maintain, repair and inspect the Qualifying Facility and shall be fully responsible for the Qualifying Facility, unless otherwise specified in Exhibit A. Customer’s installation, operation, maintenance and repair of the Qualifying Facility shall be in accordance with this Agreement, the Interconnection Rules, all applicable laws, regulations, ordinances and building codes, and, as applicable, the National Electrical Safety Code (“NESC”), American National Standards Institute (“ANSI”), Institute of Electrical and Electronic Engineers (“IEEE”), National Electrical Code (“NEC”), and Underwriter’s Laboratory (“UL”). In addition, Customer shall maintain the Qualifying Facility in accordance with applicable manufacturers’ recommended maintenance schedules.

b. Costs. Unless otherwise specified in Exhibit A, Customer shall be responsible for all costs associated with the Qualifying Facility, including all costs of installation, operation, maintenance, inspection and repair. Any costs incurred by Utility due to interconnection of the Qualifying Facility which exceed interconnection costs that would be incurred to interconnect a comparable non-generating customer shall be paid by Customer.

c. Permits. Prior to installation of the Qualifying Facility, Customer shall obtain all environmental and other permits required by any governmental authorities to

install, own and operate the Qualifying Facility. Customer shall maintain and comply with the requirements of all such permits during the term of this Agreement.

d. Disruption to Utility System. Customer shall design, install, equip, maintain, operate and repair the Qualifying Facility to insure that the Utility System and Utility's service to other customers are not adversely affected by the Qualifying Facility, either due to disruptions to the Utility System or power quality issues.

e. Alterations. Customer shall not materially alter, modify or add to the Qualifying Facility without receiving prior written consent of Utility in accordance with this subsection. Not less than twenty (20) days prior to the commencement of any proposed alteration, modification or addition to the Qualifying Facility, Customer shall notify Utility of the proposal and provide Utility with all information reasonably required by Utility to review such proposal, including any change in generation capacity of the Qualifying Facility and any alterations to applicable interconnection equipment. Utility shall have ten (10) days to either deny Customer's proposal, consent to Customer's proposal with conditions, or consent to Customer's proposal without conditions.

f. Operator in Charge. Customer shall identify an individual (by name or title) who will act as "Operator in Charge" of the Qualifying Facility. This individual must be familiar with the terms of this Agreement, the Interconnection Rules, and any other laws, regulations or agreements that may apply to the Qualifying Facility.

5. Operation of Utility System. Utility shall operate, maintain and repair the Utility System in accordance with this Agreement, the Interconnection Rules, all applicable laws, rules, ordinances and building codes, and, as applicable, the NESC, ANSI, IEEE, NEC, and UL.

6. Electric Service. Utility shall provide electric service to Customer for the electricity requirements of Customer not supplied by the Qualifying Facility. Such electric service shall be supplied by Utility under the rules and rate schedules of Utility applicable to Customer's class of service, as revised from time to time by Utility in its sole discretion.

7. Cooperation. Customer and Utility shall promptly notify one another upon the occurrence of any malfunction error, disturbance, emergency or hazardous condition relating to its facilities which may adversely impact the safety or effective operation of the other party's facilities.

8. Metering.

a. Metering Equipment. Utility shall purchase, own, install and maintain such metering equipment as is necessary to meter all electrical energy of the Qualifying Facility delivered to the Utility System. The metering equipment and cost responsibilities associated with such equipment are set forth in Exhibit A. Utility shall test the metering equipment on a scheduled basis. If the metering equipment fails to register proper amounts or the registration thereof becomes so erratic as to be meaningless, the energy delivered to the Utility System shall be determined by Utility from the best information available.

b. Metering Arrangement. The metering arrangement used to meter and record electrical energy delivered from the Qualifying Facility to the Utility System, and from the Utility to Customer, is described in attached Exhibit C.

9. Testing. Customer shall test the Qualifying Facility and interconnection equipment and provide to Utility all records of testing in accordance with the Interconnection Rules. Such testing shall occur prior to commencement of operation of the Qualifying Facility and periodically thereafter, in accordance with the Interconnection Rules or as otherwise requested by Utility. Utility and MRES shall have the right to witness all field testing and review all records prior to allowing the Qualifying Facility to commence normal operations. Such tests are for purposes of assuring the protection and operation of the Utility System and in no way represent any assurance of protection and operation of the Qualifying Facility.

10. Right of Access; Inspection. Utility and MRES shall have the right to inspect the Qualifying Facility and observe the Qualifying Facility's installation, commissioning, startup, operation and maintenance. Utility and MRES shall have access to the Qualifying Facility for any reasonable purpose in connection with the interconnection described in this Agreement or the Interconnection Rules or to provide service to other customers.

11. Disconnection. The Qualifying Facility shall or may be disconnected from the Utility System at such times as described in, and in accordance with, the terms of this section.

a. Disconnection by Customer. Customer shall disconnect the Qualifying Facility from the Utility System upon the effective date of the termination of this Agreement as described in Section 18 below.

b. Disconnection by Utility. Utility shall have the right to disconnect, or cause Customer to disconnect, the Qualifying Facility from the Utility System for the following reasons: (i) to allow Utility to operate, construct, install, maintain, repair, replace or inspect any facilities of Utility; (ii) the disruption or potential disruption of the Utility System as described in Section 4(d) above; (iii) the presence of a condition which could cause injury or loss of life or damage to the Utility System or property of a third party; (iv) if Utility is required to disconnect by MRES or Utility's transmission provider; (v) Customer's noncompliance with the terms of this Agreement; (vi) the termination of this Agreement as provided in Section 18 below; or (vii) any other reason for disconnection as set forth in the Interconnection Rules. Utility shall use reasonable efforts to provide prior notice and coordination of any disconnection of the Qualifying Facility due to routine maintenance, repairs or modifications to the Utility System. Neither Utility nor MRES shall be liable to Customer for any damages, losses or other liabilities, including consequential damages, due to the disconnection of the Qualifying Facility as described in this section.

12. Interconnected Operation. Customer may operate interconnected with the Utility System only in accordance with this Agreement and the Interconnection Rules. Utility, MRES and Customer shall comply with all requirements of the transmission provider and any regulatory authorities having jurisdiction over distributed generation interconnected to the Utility System.

13. Power Sales to MRES. MRES shall purchase all electrical energy generated by the Qualifying Facility which is delivered to the Utility System. The rate paid by MRES for such electrical energy shall be equal to the sum of: (a) the MRES PURPA Rate for qualifying facilities of 100kW or less, as adjusted from time to time by MRES in its discretion, and (b) the Loss Factor Adjustment, as adjusted from time to time by MRES and Utility in their discretion. The MRES PURPA Rate and the Loss Factor Adjustment, along with their currently applicable amounts, are described in attached Exhibit C. Customer shall receive payment for electrical energy sales to MRES through a credit on Customer's monthly invoice from Utility, which credit may be one month in arrears. MRES, in turn, shall credit the monthly wholesale power supply bill submitted by MRES to Utility in an amount equal to the electrical energy purchases of MRES from the Qualifying Facility during the preceding month. Utility shall provide to MRES, as soon as available following the end of each month, data indicating the amount of electrical energy purchased by MRES from the Qualifying Facility during the preceding month.

14. Limitation of Liability.

Neither Utility nor MRES shall be liable to Customer for any punitive, incidental, indirect, special or consequential damages, including for loss of business opportunity or profits, resulting from or arising from Utility's or MRES performance or non-performance of its obligations under this Agreement. In addition, and notwithstanding any other provision in this Agreement, Utility's liability to Customer under this Agreement shall be further limited as set forth in Utility's tariffs and/or terms and conditions for electric service, which limitations are incorporated herein by this reference.

15. Indemnification.

Customer shall indemnify, defend and hold harmless Utility and MRES from and against any and all damages, losses, claims, costs and expenses, including reasonably attorneys' fees and court costs, arising out of or resulting from Customer's performance or non-performance of its obligations under this Agreement, except in the event such damages, losses or claims were caused solely by the negligence or intentional acts of the party to be indemnified.

16. Insurance. If the Qualifying Facility has a nameplate capacity of 10 kilowatts or less, Customer shall maintain general liability insurance coverage, such as homeowner's insurance, in an amount sufficient to insure against all reasonably foreseeable direct liabilities in light of the size of the Qualifying Facility. If the Qualifying Facility has a nameplate capacity of more than 10 kilowatts, Customer shall maintain general liability insurance in an amount determined by Utility, provided such amount does not exceed \$300,000. All such insurance shall include coverage against claims for damages resulting from bodily injury, death and property damage arising out of Customer's ownership and operation of the Qualifying Facility. Such insurance, by proper endorsement, shall include Utility as an additional insured and shall provide for thirty (30) days' written notice to Utility of cancellation, termination, alteration or material change of such insurance. Customer shall furnish proof of the insurance required by this section prior to initial operation of the Qualifying Facility and thereafter as requested by Utility.

17. Default; Remedies. A party shall be in default under this Agreement if such party fails to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within thirty (30) days' after receiving written notice from another party, which notice shall identify the basis of the default. If a default is not cured within the cure period, the non-defaulting party or parties shall have the right to terminate this Agreement by written notice to the defaulting party, shall be relieved of any further obligation under this Agreement, and shall be entitled to pursue all other damages and remedies available under this Agreement or at law or in equity.

18. Term. This Agreement shall take effect upon execution by all parties hereto and shall remain in effect unless terminated in accordance with this section. This Agreement may be terminated as follows: (a) any party may terminate this Agreement at any time upon ninety (90) days' written notice to the other parties; (b) Utility or MRES may terminate this Agreement at any time upon thirty (30) days' written notice to the other parties if the Qualifying Facility is not, or at any time ceases to be, a "qualifying facility" under PURPA; (c) any party may terminate this Agreement after a default under Section 17 above; and (d) MRES may terminate this Agreement upon sixty (60) days' written notice to the other parties in the event MRES determines that its purchase of electrical energy generated by the Qualifying Facility under Section 13 above would result in cost greater than those which MRES would incur if it did not make such purchases, as permitted by the PURPA waiver/agreement described in Recital D above. In the event this Agreement is terminated pursuant to subsection (d), Utility and Customer shall enter into a new agreement which defines their respective rights and obligations with respect to the interconnection and operation of the Qualifying Facility to and with the Utility System in accordance with PURPA.

19. Force Majeure. For purposes of this Agreement, a force majeure event is any event that is beyond the reasonable control of the affected party and that the affected party is unable to prevent by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, terrorism, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other acts of God; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a force majeure event prevents a party from fulfilling its duties under this Agreement, such party shall promptly notify the other party in writing and shall keep the other party informed on a continuing basis of the scope and duration of the force majeure event. The affected party shall specify the circumstances of the force majeure event, its expected duration, and the steps being taken to mitigate the effect of the event. The affected party shall be entitled to suspend or modify its performance under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

20. Non-Warranty. Neither by inspection, if any, nor by non-rejection or in any other way does Utility or MRES give or make any warranty, express or implied, as to the adequacy, safety or other characteristics of any lines, wires, switches, or other equipment or structures owned, installed or maintained by Customer.

21. Assignment. Customer may assign this Agreement to an entity or individual to whom Customer transfers ownership of the Qualifying Facility, so long as Customer obtains prior written consent of Utility and MRES, which consent shall not be unreasonably withheld, and such assignee agrees in writing to assume all obligations of Customer under this Agreement. Utility and/or MRES may assign this Agreement upon written notice to Customer.

22. No Waiver. The failure of a party to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered to waive the obligations, rights or duties imposed upon the parties.

23. Notices. Notices given under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties set forth in the opening paragraph of this Agreement. Such addresses may be changed by written notification to the other parties.

24. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

25. Entire Agreement; Amendments. This Agreement, including the Interconnection Rules and all Exhibits hereto, constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement. The parties are not bound by or liable for any statement, representation, promise, understanding or undertaking of any kind or nature, whether written or oral, with regard to the subject matter hereof not set forth or provided for herein. It is expressly acknowledged that the parties may have other agreements covering other services not expressly provided for in this Agreement, which agreements are unaffected by this Agreement. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

26. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the state in which Utility is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Interconnection and Power Purchase Agreement – Small Renewable Generation (<40kW) to be signed by their respective duly authorized representatives.

[UTILITY NAME]

[CUSTOMER NAME]

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

MISSOURI RIVER ENERGY SERVICES.

BY: _____
TITLE: _____
DATE: _____

EXHIBIT A
DESCRIPTION OF QUALIFYING FACILITY

1. Name and Address of Customer:

2. Location of Qualifying Facility (mailing address or legal description of property):

3. Description of Qualifying Facility (make, model):

4. Interconnected capacity (kW):

5. Interconnection voltage:

6. Technical aspects of metering (type, voltage, location, loss adjustments, other):

7. Equipment to be furnished by Utility, if any:

8. Cost responsibilities of Utility, if any:

EXHIBIT B
ONE LINE DIAGRAM OF POINT OF INTERCONNECTION

EXHIBIT C
METERING ARRANGEMENT AND PURCHASE RATE

1. MRES PURPA Rate. The rate to be paid by MRES for electrical energy purchased from the Qualifying Facility under Section 13 of the Agreement shall be equal to the MRES PURPA rate for 100kW or less, as established by MRES in its sole discretion each year or upon other intervals as determined by MRES. The MRES PURPA rate for 100kW or less for 2010 is \$0.0265/kWh. MRES shall notify Utility, and Utility shall notify Customer, of any change in such rate adopted by MRES. Customer's right to payments under Section 13 is subject to Customer's compliance with the terms, covenants and conditions of the Agreement.

2. Loss Factor Adjustment. The MRES PURPA Rate for 100 kW or less, as described in Section 1 above, shall be increased by a percentage factor to reflect the savings resulting from reduced Utility System losses associated with electrical energy purchased from the Qualifying Facility under Section 13 of the Agreement. For example, if the Loss Factor Adjustment was 5%, the Loss Factor Adjustment to the 2010 MRES PURPA Rate, in dollars, would be \$0.001325 ($\0.0265×0.05), causing the total combined rate paid for power purchased from the Qualifying Facility to be \$0.027825/kWh. Utility and MRES shall establish the Loss Factor Adjustment each year or upon other intervals as they determine, and Utility shall notify Customer of any change in this factor. The Loss Factor Adjustment for 2010 is ____%.

3. Metering Arrangement.

The metering shall be such that all power delivered to Utility from the Qualifying Facility (net of Customer's own use) shall be measured separately from power delivered from Utility to Customer. The meter measuring power delivered to Customer shall not permit reduction of measured power already delivered to Customer during periods when the Qualifying Facility generation exceeds Customer demand. The meter may not run backwards. Utility shall credit Customer's monthly bill for power received by the Utility System and purchased by MRES.

4. Environmental Attributes. Power purchased by MRES from the Qualifying Facility does not include any environmental attributes (i.e., renewable energy credits), if any, associated with the environmental character of the Qualifying Facility, nor any federal income tax credits for renewable energy that are accruable to Customer with respect to the Qualifying Facility.

SECTION 9

DISTRIBUTED GENERATION INTERCONNECTION PROCEDURE

Introduction

This document has been prepared to explain the process established to interconnect a Generation System with the MEMBER distribution system. This document covers the interconnection process for all types of Generation Systems which are rated between 40 kW - 10 MW or less of total generation Nameplate Capacity, are planned for interconnection with MEMBER Distribution System, are not intended for wholesale transactions, and are not anticipated to affect the transmission system. This document does not discuss the interconnection Technical Requirements, which are covered in the "Distributed Generation Interconnection Requirements" document. "Distributed Generation Interconnection Requirements" also provides definitions and explanations of the terms utilized herein.

To interconnect a Generation System with the MEMBER distribution system, there are several steps that must be followed. This document outlines those steps and the Parties' responsibilities. At any point in the process, if there are questions, please contact the MEMBER Coordinator. Since this document has been developed to provide an interconnection process which covers a very diverse range of Generation Systems, the process appears to be very involved and cumbersome. However, for many Generation Systems the process is streamlined and provides an easy path for interconnection.

The promulgation of interconnection standards for Generation Systems by state public utility commissions or boards (Commission/Board) must be done in the context of a reasonable interpretation of the boundary between state and federal jurisdiction. Some state regulators have jurisdiction over municipal utilities such as the MEMBER. FERC has asserted authority over interconnection at transmission. This, however, leaves open the question of jurisdiction over interconnection at the distribution level. The Midwest Independent Transmission System Operator's (MISO) FERC Electric Tariff, (first revised volume 1, August 23, 2001) Attachment R (Generator Interconnection Procedures and Agreement), section 2.1, states that "Any existing or new generator connecting at transmission voltages, sub-transmission voltages, or distribution voltages, planning to engage in the sale for resale of wholesale energy, capacity, or ancillary services requiring transmission service under the Midwest ISO OATT must apply to the Midwest ISO for interconnection service". Section 2.4 states that "A Generator not intending to engage in the sale of wholesale energy, capacity, or ancillary services under the Midwest ISO OATT, that proposes to interconnect a new generating facility to the distribution system of a Transmission Owner or local distribution utility interconnected with the Transmission System shall apply to the Transmission Owner or local distribution utility for interconnection". It further states, "Where facilities under the control of the Midwest ISO are affected by such interconnection, such interconnections may be subject to the planning and operating protocols of the Midwest ISO...."

As a practical matter, it has been determined that if the sum of the existing generation and the Generation System Nameplate Capacity of the additional is not greater in size than the

minimum expected load on the distribution substation, which is feeding the proposed Generation System, and if the Generation System's energy is not being sold on the wholesale market; then the installation may be considered as not "affecting" the transmission system. In such a case, the interconnection may be governed by the process outlined herein. If the Generation System will be selling energy on the wholesale market or if the sum of the existing and proposed Generation System's total Nameplate Capacity is greater than the expected distribution substation minimum load; then the Applicant shall contact MISO and follow MISO procedures for interconnection.

MEMBER will conduct a high level review to confirm, that with the incremental addition of this generation into the MEMBER Distribution System, that sum of all generation injected does not exceed 50% of the minimum annual hourly load at the MEMBER distribution substation. If it does exceed 50% of the minimum annual hourly load at the MEMBER substation, a more detailed analysis may be needed including discussions with and evaluations by MRES to confirm there are no significant transmission impacts related to the addition of the interconnected generation.

General Information

A. Definitions

1. **Applicant**: The person or entity which is requesting the interconnection of the Generation System with the MEMBER distribution system and is responsible for ensuring that the Generation System is designed, operated, and maintained in compliance with the Technical Requirements.
2. **Area EPS**: An electric power system (EPS) that serves the Local EPS. Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. MEMBER is an Area EPS.
3. **MEMBER Operator**: The entity who operates the MEMBER distribution system.
4. **Dedicated Facilities**: The equipment that is installed due to the interconnection of the Generation System and not required to serve other MEMBER customers.
5. **Distribution System**: The MEMBER facilities which are not part of the Transmission System or any Generation System.
6. **Extended Parallel**: The Generation System is designed to remain connected with the MEMBER distribution system for an extended period of time.
7. **Generation**: Any device producing electrical energy, i.e.: rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.

8. MEMBER Coordinator: The person or persons designated by MEMBER to provide a single point of coordination with the Applicant for the generation interconnection process.
9. Generation System: The interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, up to the Point of Common Coupling.
10. Interconnection Customer: The party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
11. Local EPS: An EPS contained entirely within a single premises or group of premises
12. Nameplate Capacity: The total nameplate capacity rating of all the Generation included in the Generation System. For the purpose of this document, the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
13. Open Transfer: A method of transferring the local loads from the MEMBER distribution system to the generator such that the generator and the MEMBER distribution system are never connected together.
14. Point of Common Coupling: The point where the Local EPS is connected to the MEMBER distribution system
15. Quick Closed: A method of generation transfer which does not parallel, or parallels for less than 100msec, with the MEMBER Distribution System and has utility grade timers, which limit the parallel duration to less than 100 msec with MEMBER.
16. Technical Requirements: The MEMBER Distributed Generation Interconnection Requirements.
17. Transmission System: Those facilities as defined by using the guidelines established by MISO, state commission, or board; this is generally at voltages greater than 15 kV.

B. MEMBER Coordinator

MEMBER has designated a Coordinator, who will provide a single point of contact for Applicant’s questions on this Generation Interconnection process. This Coordinator will typically not be able to directly answer or resolve all of the issues involved in the review and implementation of the interconnection process and standards, but is available to provide coordination assistance with the Applicant. The Coordinator is listed on the MEMBER Website <http://www.cityofpella.com> or phone MEMBER and ask for the Coordinator.

C. Engineering Studies

During the process of design of a Generation System interconnection between a Generation System and MEMBER, there are several studies which may need to be undertaken. On the Local EPS (Customer's side of the interconnection), the addition of a Generation System may increase the fault current levels even if the generation is never interconnected with MEMBER's system. The Interconnection Customer may need to conduct a fault current analysis of the Local EPS in conjunction with adding the Generation System. The addition of the Generation System may also affect the MEMBER's distribution system and special engineering studies may need to be undertaken looking at the MEMBER system with the Generation System included. Appendix D, "Engineering Studies Required", lists some of the areas which may trigger further analysis.

While it is not possible to give a blanket answer herein as to which engineering studies may be required, the following list covers those items that will be evaluated in the initial review of the installation, in order to determine if additional detailed study work is required:

1. Comparison of the Generation System Nameplate Capacity with the expected peak load on the circuit to which it will be attached.
2. An evaluation of all generation capacity present on the circuit to which it will be attached, including an evaluation of the generation capacity in comparison with the circuit's minimum load.
3. An evaluation of the generation capacity as it relates to the specific line section to which it will be connected.
4. An evaluation of the estimated fault current contributed to the circuit, in comparison to the fault current delivered by the MEMBER's distribution system.
5. An evaluation of interrupting ratings for equipment present on the distribution system.

D. Scoping Meeting

During Step 2 of this process (See Step 2: Preliminary Review by the MEMBER on page 10), the Applicant or the MEMBER Operator has the option to request a scoping meeting. The purpose of the scoping meeting is to discuss the Applicant's interconnection request and to review the application. The scoping meeting also allows each Party to gain a better understanding of the issues involved with the requested interconnection. MEMBER and Applicant shall bring to the meeting any personnel, including system engineers, or other resources which are necessary to address the issues presented at the meeting. The Applicant shall not expect MEMBER to complete the preliminary review of the proposed Generation System

at the scoping meeting. If a scoping meeting is requested, MEMBER shall schedule the scoping meeting within the 30 business day review period. MEMBER shall then have an additional 14 days after the completion of the scoping meeting to complete the formal response required in Step 2. The Application fee shall cover MEMBER's costs for this scoping meeting. There shall be no additional charges imposed by MEMBER for this initial scoping meeting.

E. Insurance

1. At a minimum, in compliance with the Interconnection Customer's duties and obligations under this Agreement, the Interconnection Customer shall maintain general liability insurance during the term of the Agreement from a qualified insurance agency with a B+ or better rating by "Best" and which has a combined single limit of not less than:
 - a. Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is greater than 250kW.
 - b. One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is between 40kW and 250kW.
 - c. Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death and (ii) property damage arising out of the Interconnection Customer's ownership and/or operation of the Generation System under this Agreement.
2. The general liability insurance required shall, by endorsement to the policy or policies: (a) include MEMBER as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that MEMBER shall not incur liability to the insurance carrier for the payment of the premium by reason of its inclusion as an additional insured; and (d) provide for thirty (30) calendar days' written notice to MEMBER prior to cancellation, termination, alteration, or material change of such insurance.
3. The Interconnection Customer shall furnish the required insurance certificates and endorsements to MEMBER prior to the initial operation of the Generation System. Thereafter, MEMBER shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance
4. Evidence of insurance required in Section F.1. shall state that the coverage provided is primary and is not in excess to or contributing to any insurance or self-insurance maintained by MEMBER .
5. If the Interconnection Customer is self-insured with an established record

of self-insurance, the Interconnection Customer may comply with the following in lieu of Section F.1-4:

- a. Interconnection Customer shall provide to MEMBER evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under section F.1 at least thirty (30) days prior to the date of initial operation.
 - b. If Interconnection Customer ceases to self-insure at the level required herein, or if the Interconnection Customer is unable to provide continuing evidence of its ability to self-insure, the Interconnection Customer will immediately obtain the coverage required under section F.1.
6. Failure of the Interconnection Customer or MEMBER to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

F. Pre-Certification

The most important element in interconnecting generation with the Local EPS and MEMBER's distribution system is safety. One of the key components of ensuring the safety of the public and employees is to ensure that the design and implementation of the elements connected to the electrical power system operate as required. Therefore, all of the electrical wiring in a business or residence is required by the state to be listed for its intended purpose by a recognized testing and certification laboratory. Typically this is listed as "UL". Because Generation Systems tend to be uniquely designed for each specific installation, the Systems have been designed and approved by Professional Engineers. The process in this document is tailored to be able to address these uniquely designed systems. As the number of Generation Systems installed increase, vendors are working towards creating equipment packages which could be tested in the factory and would only require limited field testing. This would allow MRES and MEMBER to move towards "plug and play" installations. As a result, the interconnection process herein recognizes the efficiency of "pre-certification" of Generation System equipment packages as helping to streamline the design and installation process.

An equipment package shall be considered certified for interconnected operation if it has been submitted by a manufacturer, tested, and listed by a nationally recognized testing and certification laboratory (NRTL) for continuous utility interactive operation in compliance with the applicable codes and standards. Presently, generation paralleling equipment that is listed by an NRTL as having met the applicable type-testing requirements of UL 1741 and IEEE 929 shall be acceptable for interconnection without additional protection system requirements. An "equipment package" shall include all interface components, including switchgear, inverters, or other interface devices and may include an integrated generator or electric source. If the equipment package has been tested and listed

as an integrated package which includes a generator or other electric source, it shall not require further design review, testing, or additional equipment to meet the certification requirements for interconnection. If the equipment package includes only the interface components (switchgear, inverters, or other interface devices), then the Interconnection Customer shall show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for the package. Provided the generator or electric source combined with the equipment package is consistent with the testing and listing performed by NRTL, no further design review, testing, or additional equipment shall be required to meet the certification requirements of this interconnection procedure. A certified equipment package does not include equipment provided by MEMBER.

The use of Pre-Certified equipment does not automatically qualify the Interconnection Customer to be interconnected to MEMBER. An application will still need to be submitted and an interconnection review may still need to be performed to determine the compatibility of the Generation System with the MEMBER distribution system.

G. Confidential Information

Except as otherwise agreed, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives and agents, who have agreed to be bound by these confidentiality obligations). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency, or entity with the right, power, and authority to do so, requests or requires either Party--by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise--to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this confidentiality obligation. In the absence of a protective order or waiver, the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that any confidential information so furnished will be accorded confidential treatment.

H. Non-Warranty

Neither by inspection, if any, or non-rejection, nor in any other way, does MEMBER or MRES give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, maintained, or leased by the Applicant, including, without limitation, the Generation System and any structures, equipment, wires, appliances, or devices pertinent thereto.

I. Required Documents

The chart below lists the documents required for each type and size of Generation System proposed for interconnection. Find your type of Generation System interconnection, across the top, then follow the chart straight down, to determine what documents are required as part of the interconnection process.

Interconnection Process (This document)	
Distributed Generation Interconnection Requirements	
Generation Interconnection Application (Appendix B)	
Engineering Data Submittal (Appendix C)	
Interconnection Agreement (Appendix E)	
MISO / FERC	
PPA	

Interconnection Procedure = “MEMBER Interconnection Procedure for Distributed Generation Systems.”

MEMBER Distributed Generation Interconnection Requirements = “MEMBER Distributed Generation Interconnection Requirements.”

Generation Interconnection Application = The application form in Appendix B of this document.

Engineering Data Submittal = The Engineering Data Form/Agreement, which is attached as Appendix C of this document.

Interconnection Agreement = “Interconnection Agreement for the Interconnection of Extended Parallel Distributed Generation Systems with Electric Utilities”, which is attached as Appendix E to this document.

MISO = Midwest Independent Transmission System Operator, www.midwestiso.org.

FERC = Federal Energy Regulatory Commission, www.ferc.gov.

PPA = Power Purchase Agreement.

Procedure For Generator for 40 kW or Greater

LONG FORM Track: Step 1- Submit Application

MEMBER Contact provides Customer with appropriate application and procedures.

Customer will then supply MEMBER with the following information:

1. Completed Generation Interconnection Application (Appendix C), including;
 - a. One-line diagram showing:
 - i. Protective relaying
 - ii. Point of Common Coupling
 - b. Site plan of the proposed installation.
 - c. Proposed schedule of the installation.
2. Payment of the application fee, according to the following sliding scale.

Generation Interconnection Application Fees

Interconnection Type	>40kW & ≤250kW	>250kW & ≤500kW	> 500 kW & ≤1000kW	>1000 kW
Extended Parallel (Pre-Certified System)	\$250	\$1000	\$1000	\$1500
Other Extended Parallel Systems	\$500	\$1500	\$1500	\$1500

For the Application Fees chart above, the size (kW) of the Generation System is the total maximum Nameplate Capacity of the Generation System.

This application fee is to reimburse MEMBER for labor costs associated with administration services, review of the design concept, and preliminary engineering screening for the proposed generation system interconnection.

Step 2: Preliminary Review by MEMBER

Within thirty (30) business days of receipt of all the information listed in Step 2, the MEMBER Contact will respond to the Customer with the information listed below in "Results of Preliminary Review."

If the information required in Step 2 is not complete, the Customer will be notified by MEMBER within ten (10) business days of the information that is needed. No further review will take place until the missing information is submitted. The fifteen (15)-day

clock will restart with the submittal of the new or additional information.

Results of Preliminary Review:

1. Determination of whether a generation system qualifies and may be certified as a Qualifying Facility (QF).
2. Eligibility for Non-Parallel Operation if non-QF.
3. Approval or rejection of the interconnection Application.
 - a. Rejection – MEMBER shall supply the technical reasons, along with supporting information, for rejection of the interconnection Application.
 - b. Approval – An approved Application is valid for 6 months from the date of the approval. The MEMBER Contact Coordinator may extend this deadline if requested by the Customer.
 - c. If generation interconnection request is rejected, MEMBER will provide possible solutions or changes to the Applicant which would meet MEMBER requirements.
 - d. If additional specialized engineering studies are required for the proposed interconnection, the following information, as outlined below **“Determination of Components of Specialized Engineering Studies”**, will be provided to the customer. Typical Engineering Studies are outlined in Appendix D. The MEMBER may have a consulting engineer assist with this determination and with any required studies.

The costs to the Applicant for these studies shall not exceed the values shown in the following table for pre-certified equipment.

Generation System Size	Estimate of Engineering Study Costs
40 kW – 100 kW	\$500
100 kW – 250 kW	\$1000
>250 kW or not pre-certified equipment	Actual costs

Determination of the Components of Specialized Engineering Studies shall be based on:

1. General scope of the engineering studies required.
2. Estimated cost of the engineering studies.

3. Estimated duration of the engineering studies.
4. Additional information required to allow the completion of the engineering studies.
5. Study authorization agreement, to be made available at a later date.
6. Comments on the schedule provided.

If the rules of MISO or other transmission provider require that this interconnection request be processed under their rules and authority, the Coordinator will notify the Customer that the generation system will require further review and advise Customer on the potential costs of the process.

Step 3 Go/No-Go Decision for Engineering Studies by Applicant

In step 3, the Customer will decide whether or not to proceed with the required Engineering Studies for the proposed interconnection. If no specialized engineering studies are required by MEMBER, MEMBER and the Applicant are not required to complete this step.

If the Customer decides NOT to proceed with the engineering studies, the Customer shall notify the MEMBER, and the MEMBER is responsible for notifying MRES, so that other generation interconnection requests in the queue are not adversely impacted.

Should the Customer decide to proceed, the Customer shall provide the following to the MEMBER Contact:

1. Payment required by MEMBER for the specialized engineering studies.
2. Additional information requested by Member to allow completion of the engineering studies.

Step 4 Engineering Studies by MEMBER

Receipt of written notice to proceed by Customer, payment of applicable fee, and receipt of all engineering study information requested by MEMBER/MRES in Step 2 shall initiate the engineering studies.

MEMBER will be completing the specialized engineering studies for the proposed generation interconnection, as outlined in Step 2. These studies should be completed in the time frame provided in Step 2. While it is expected that MEMBER and its consultants shall make all reasonable efforts to complete the Engineering Studies within the time frames shown below, if additional time is required to complete the engineering studies, the MEMBER Contact shall notify the Customer and shall provide the reasons for the time extension.

Generation System Size	Engineering Study Completion
40 kW – 250 kW	40 working days
250 kW – 1 MW	60 working days
> 1 MW	90 working days

If it is known by MEMBER that the actual costs for the engineering studies will exceed the estimated amount by more than 25%, then the Customer shall be notified. MEMBER will then provide the reason(s) the studies will exceed the original estimated amount and will provide an updated estimate of the total cost for the engineering studies. The Customer shall be given the option of either withdrawing the application or paying the additional estimated amount.

Step 5 Study Results and Construction Estimates by MEMBER

Upon completion of the specialized engineering studies, or if necessary, the following information will be provided to the Applicant:

1. Results of the engineering studies, if needed;
2. Monitoring & control requirements for the proposed generation;
3. Special protection requirements for the generation system interconnection;
4. Comments on the schedule proposed by the Customer;
5. Draft Interconnection Agreement; and
6. Cost estimate and payment schedule for required MEMBER work, including, but not limited to;
 - a. Labor costs related to the final design review;
 - b. Labor & expense costs for attending meetings;
 - c. Required equipment installed due to the interconnection of the generation system (“Dedicated Facilities”) and other MEMBER modification(s);
 - d. Final acceptance testing costs.

Step 6 Final Go-No Go Decision by Applicant

At this point, the Customer shall again have the opportunity to indicate whether or not they want to proceed with the proposed generation interconnection. If the decision is to NOT proceed, the Applicant will notify the MEMBER Contact and the MEMBER Contact will inform MRES, so that other generation interconnections in the queue are not

adversely impacted.

Should the Customer decide to proceed, a more detailed design, if not already completed by the Customer, must be done and the following information must be supplied to the MEMBER Contact who in turn will provide a copy to MRES and MEMBER's engineering personnel.

1. Applicable up-front payment may be required by MEMBER, per Payment Schedule, provided in Step 5 (if applicable).
2. Signed Interconnection Agreement (if applicable).
3. Final proposed schedule, incorporating MEMBER comments. The schedule of the project should include such milestones as: foundations pouring, equipment delivery dates, all conduit installation completed, cutover (energizing of the new switchgear/transfer switch), MEMBER work, relays set and tested, preliminary vendor testing, final MEMBER acceptance testing, and any other major milestones as determined by MEMBER.
4. Detailed one-line diagram of the generation system, including the generator, transfer switch/switchgear, service entrance, lockable and visible disconnect, metering, protection and metering current transformers (CTs)/voltage transformers (VTs), protective relaying, and generator control system.
5. Detailed information on the proposed equipment including wiring diagrams, models, and types.
6. Proposed relay settings for all interconnection required relays.
7. Detailed site plan of the generation system.
8. Drawing(s) showing the monitoring system (as required per table 5A and Section 5 of the Distributed Generation Interconnection Requirements,") including a drawing which shows the interface terminal block with the (MEMBER) monitoring system, if applicable.
9. Proposed testing schedule and initial procedure, including:
 - a. Time of day (after-hours testing required?).
 - b. Days required.
 - c. Testing steps proposed.

Step 7 Final Design Review by MEMBER

Within fifteen (15) business days of receipt of the information required in Step 6, the MEMBER Contact will provide the Customer with an estimated time table for final

review. If the information required in Step 6 is not complete, the Customer will be notified, within ten (10) business days of the information that is needed. No further review may be done until the required information is submitted. The fifteen (15) business day clock will restart with the new submittal. This final design review shall take no longer than fifteen (15) additional business days to complete

During this step, MEMBER shall complete the review of the final generation system design. If the final design has significant changes from the generation system proposed on the original Customer application, which either invalidate the engineering studies or the preliminary engineering screening, then the Interconnection Application request may be rejected by MEMBER and the Customer may be requested to reapply with the revised design.

Upon completion of this step, the MEMBER Contact shall supply the following information to the Customer.

1. Requested modifications or corrections of the detailed drawings provided by the Customer.
2. Approval of an agreement with the Project Schedule. (This may need to be discussed separately and agreed upon between the Parties during this Step)
3. Initial testing procedure review comments. (Additional work on the testing process will occur during Step 8 once the actual equipment is identified)

Step 8 Order Equipment and Construction (by Both Parties)

This step will usually involve much interaction between the Parties. Approval drawings will be supplied by the Customer to MEMBER for review and comments. MEMBER and MEMBER engineering personnel will require review and approval of the drawings that cover the interconnection equipment and interconnection protection system. If MEMBER also requires remote control and/or monitoring, those drawings are also to be submitted for review and comment.

These items shall be completed in Step 8.

By the Customer:

1. Submit approval drawings for interconnection equipment and protection systems as required by Member.
2. Provide final relay settings to the MEMBER.
3. Submit completed and signed Engineering Data Submittal form.
4. Submit proof of insurance as required by MEMBER agreements or

interconnection agreements.

5. Submit required electrical inspection forms.
6. Inspecting and functional testing generation system components.
7. Work with MEMBER personnel and equipment vendor(s) to finalize the installation testing procedure.

By MEMBER personnel:

1. Ordering any necessary MEMBER equipment.
2. Installing and testing any required equipment.
 - a. Monitoring facilities.
 - b. Dedicated Equipment.
3. Assisting Customer with interconnection installation coordination issues.
4. Providing review and input for testing procedures.
5. Providing a copy of the interconnection drawings after installation.

Step 9 Final Tests by Both MEMBER and Customer

Due to equipment lead times and construction, a significant amount of time may pass between the execution of Step 8 and Step 9. During this interval, the final test steps should be developed and the construction of the facilities should be completed.

Final acceptance testing will commence when all equipment has been installed, all contractor preliminary testing has been completed, and all MEMBER preliminary testing of the monitoring and dedicated equipment is finished. One to three weeks prior to the start of the acceptance testing of the generation interconnection, the Applicant shall provide a report stating:

1. The Generation System meets all interconnection requirements.
2. All contractor preliminary testing has been completed.
3. The protective systems are functionally tested and ready.
4. The proposed date that the Generation System will be ready to be energized and acceptance tested.

For non-type certified systems, a Professional Electrical Engineer registered in the pertinent state is required to provide this formal report.

For smaller systems, scheduling of this testing may be more flexible as less testing time is required than for larger systems.

The MEMBER will determine the acceptance tests needed at this time.

For problems created by MEMBER or any MEMBER equipment that arise during testing, MEMBER will fix the problem as soon as reasonably possible. If problems arise during testing which are caused by the Applicant or Applicant's vendor or any vendor which supplied or installed equipment, MEMBER will leave the project until the problem is resolved. Testing will resume at a time chosen by MEMBER based on its personnel availability.

Step 10 By MEMBER

After MEMBER acceptance testing has been completed and after all requirements are met, MEMBER shall provide written approval for normal operation of the Generation System interconnection within three (3) business days of successful completion of the acceptance tests.

Step 11 By Applicant

Within two (2) months of interconnection, the Applicant shall provide MEMBER as it appeared when approved for normal operation by MEMBER. The drawings shall include all changes which were made during construction and the testing process.

Attachments:

The attached appendices contain additional information and requirements that Applicant may need to complete during the interconnection process. They are:

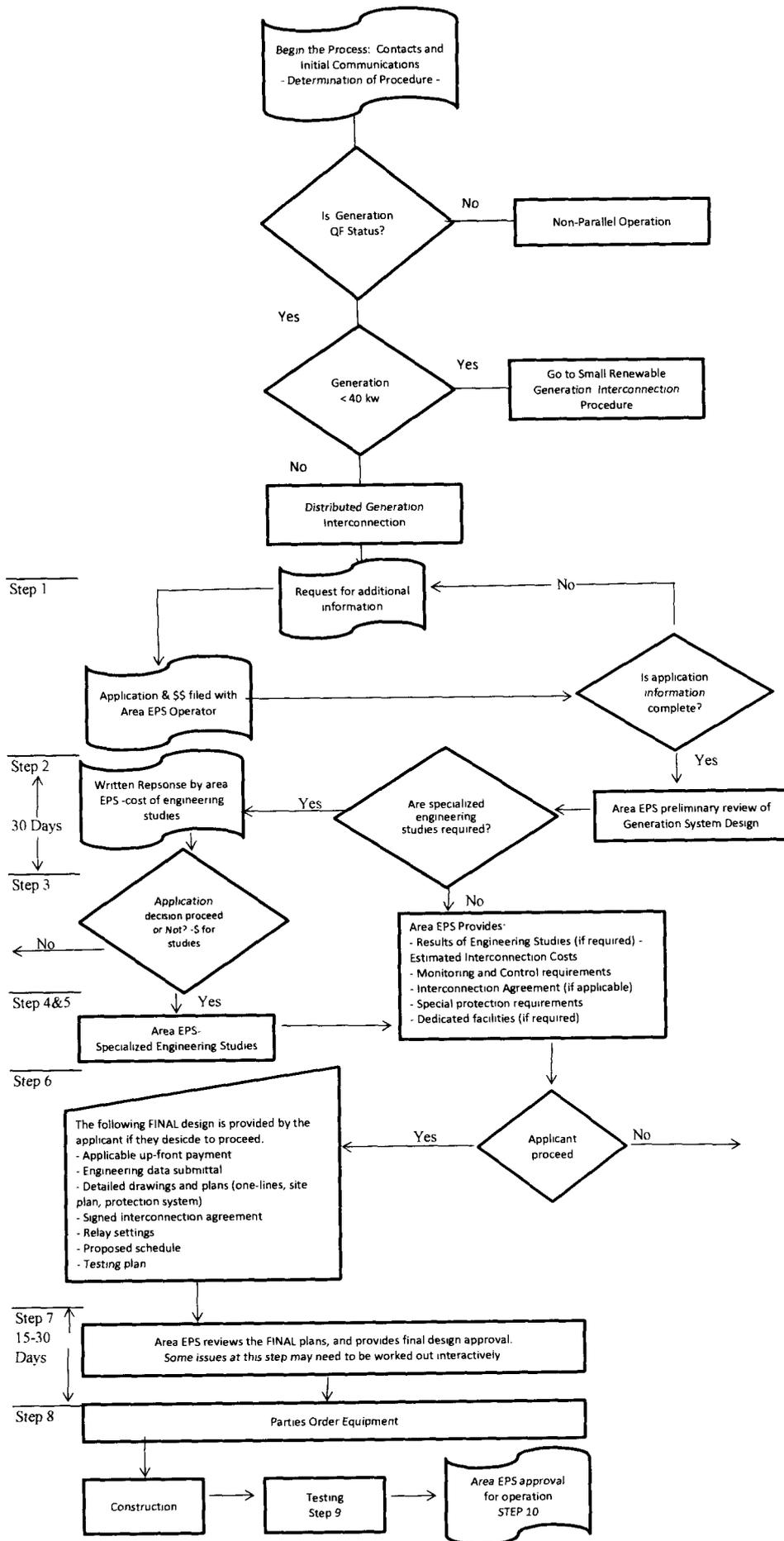
Appendix A: Interconnection Process flow chart.

Appendix B: Generation Interconnection Application form.

Appendix C: Engineering Data Submittal form.

Appendix D: Engineering Studies: Brief description of the types of possible Engineering Studies that may be required for the review of the Generation System interconnection.

Appendix A: Distributed Generation Procedure Flowchart



Appendix A: Distributed Generation Procedure Flowchart

Appendix B

MEMBER Distributed Generation Interconnection Application

WHO SHOULD FILE THIS APPLICATION: Anyone expressing interest to install generation which will interconnect with the MEMBER distribution system. This application should be completed and returned to MEMBER Generation Interconnection Coordinator in order to begin processing the request.

INFORMATION: This application is used by MEMBER to perform a preliminary Interconnection review. The Applicant shall provide as much of the requested information as possible. The fields in BOLD are required to be completed to the best of the Applicant's ability. The Applicant will be contacted if additional information is required. The response may take up to fifteen (15) business days after receipt of the required information and application fee.

APPLICATION FEE: An application fee must be paid with the filing of the Generation Interconnection Application. The amount of the fee is based on the size of the proposed Generation System and is set out in the "Process for Interconnection", Step 1.

OWNER/APPLICANT		
Company / Applicant's Name:		
Representative:	Phone Number:	FAX Number:
Title:		
Mailing Address:		
Email Address:		
LOCATION OF GENERATION SYSTEM INTERCONNECTION		
Street Address, legal description or GPS coordinates:		
PROJECT DESIGN / ENGINEERING (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		
ELECTRICAL CONTRACTOR (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		
GENERATOR		
Manufacturer:	Model:	
Type (Synchronous Induction, Inverter, etc):	Phases: 1 or 3	
Rated Output (Prime kW):	(Standby kW):	Frequency:
Rated Power Factor (%):	Rated Voltage (Volts):	Rated Current (Amperes):
Energy Source (gas, steam, hydro, wind, etc.)		
TYPE OF INTERCONNECTED OPERATION		
Interconnection / Transfer method:		
<input type="checkbox"/> Open <input type="checkbox"/> Quick Open <input type="checkbox"/> Closed <input type="checkbox"/> Soft Loading <input type="checkbox"/> Inverter		
Proposed use of generation: (Check all that may apply)		Duration Parallel:
<input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input type="checkbox"/> Energy Sales		<input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Continuous
<input type="checkbox"/> Cover Load		
Pre-Certified System: Yes / No (Circle one)		Exporting Energy Yes / No (Circle one)

Appendix C

Engineering Data Submittal & Agreement For Distributed Generation Interconnection

WHO SHOULD FILE THIS SUBMITTAL: Anyone in the final stages of interconnecting a Generation System with the Area EPS. This submittal shall be completed and provided to the Area EPS Generation Interconnection Coordinator during the design of the Generation System, as established in the “MEMBER Interconnection Process for Distributed Generation Systems.”

INFORMATION: This submittal is used to document the interconnected Generation System. The Applicant shall complete those parts of the form that are applicable. The Applicant will be contacted if additional information is required.

OWNER / APPLICANT		
Company / Applicant:		
Representative:	Phone Number:	FAX Number:
Title:		
Mailing Address:		
Email Address:		

PROPOSED LOCATION OF GENERATION SYSTEM INTERCONNECTION
Street Address, Legal Description or GPS coordinates:

PROJECT DESIGN / ENGINEERING (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		

ELECTRICAL CONTRACTOR (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		

TYPE OF INTERCONNECTED OPERATION	
Interconnection / Transfer method:	
<input type="checkbox"/> Open <input type="checkbox"/> Quick Open <input type="checkbox"/> Closed <input type="checkbox"/> Soft Loading <input type="checkbox"/> Inverter	
Proposed use of generation: (Check all that may apply)	Duration Parallel:
<input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input type="checkbox"/> Energy Sales <input type="checkbox"/> Cover Load	<input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Continuous
Certified System:	Exporting Energy:

**Engineering Data Submittal & Agreement
For the Interconnection of Distributed Generation**

GENERATION SYSTEM OPERATION / MAINTENANCE CONTACT INFORMATION

Maintenance Provider:	Phone #:	Pager #:
Operator Name:	Phone #:	Pager #:
Person to Contact before remote starting of units		
Contact Name:	Phone #:	Pager #:
	24hr Phone #:	

GENERATION SYSTEM OPERATING INFORMATION

Fuel Capacity (gals):	Full Fuel Run-time (hrs):
Engine Cool Down Duration (Minutes):	Start time Delay on Load Shed signal:
Start Time Delay on Outage (Seconds):	

ESTIMATED LOAD

The following information will be used to help properly design the interconnection. This Information is not intended as a commitment or contract for billing purposes.

Minimum anticipated load (generation not operating):	kW:	kVA:
Maximum anticipated load (generation not operating):	kW:	kVA:

REQUESTED CONSTRUCTION START/COMPLETION DATES

Design Completion:	
Construction Start Date:	
Footings in place:	
Primary Wiring Completion:	
Control Wiring Completion:	
Start Acceptance Testing:	
Generation operational (In-service):	

(Complete all applicable items, Copy this page as required for additional generators)

SYNCHRONOUS GENERATOR

Unit Number:	Total number of units with listed specifications on site:		
Manufacturer:	Type:	Phases: 1 or 3	
Serial Number (each)	Date of manufacture:	Speed (RPM):	Freq. (Hz):
Rated Output (each unit) kW Standby:	kW Prime:	kVA:	
Rated Power Factor (%):	Rated Voltage(Volts):	Rated Current (Amperes):	
Field Voltage (Volts):	Field Current (Amperes):	Motoring Power (kW):	
Synchronous Reactance (X_d):	% on	kVA base	
Transient Reactance (X'_d):	% on	kVA base	
Subtransient Reactance (X''_d):	% on	kVA base	
Negative Sequence Reactance (X_s):	% on	kVA base	
Zero Sequence Reactance (X_0):	% on	kVA base	
Neutral Grounding Resistor (if applicable):			
$I^2 t$ or K (heating time constant):			
Exciter data:			
Governor data:			
Additional Information:			

**Engineering Data Submittal & Agreement
For the Interconnection of Distributed Generation**

INDUCTION GENERATOR (if applicable)			
Rotor Resistance (R_r):	Ohms	Stator Resistance (R_s):	Ohms
Rotor Reactance (X_r):	Ohms	Stator Reactance (X_s):	Ohms
Magnetizing Reactance (X_m):	Ohms	Short Circuit Reactance (X_d''):	Ohms
Design Letter:		Frame Size:	
Exciting Current:		Temp Rise (deg C°):	
Rated Output (kW):			
Reactive Power Required:		k Vars (no Load)	kVars (full load)
If this is a wound-rotor machine, describe any external equipment to be connected (resistor, rheostat, power converter, etc.) to the rotor circuit and describe the circuit configuration. Describe ability, if any, to adjust generator reactive output to provide power system voltage regulation.			
Additional Information:			
PRIME MOVER			
Unit Number:		Type:	
Manufacturer:			
Serial Number:		Date of Manufacture:	
H.P. Rated:		H.P. Max:	
Energy Source (hydro, steam, wind, solar etc.):		Inertia Constant:	lb.-ft. ²

INTERCONNECTION (STEP-UP) TRANSFORMER			
Manufacturer:		kVA:	
Date of Manufacture:	Serial Number:		
High Voltage:	Connection:	Neutral solidly grounded?	
Low Voltage:	Connection:	Neutral solidly grounded?	
Transformer Impedance (Z):		% on	kVA base
Transformer Resistance (R):		% on	To be determined kVA base
Transformer Reactance (X):		% on	To be determined kVA base
Neutral Grounding Resistor (if applicable)			

TRANSFER SWITCH (If applicable)	
Model Number:	Type:
Manufacturer:	Rating(amps):

Appendix D Engineering Studies for Distributed Generation Interconnection

There are two main concerns to be addressed in the engineering studies: (1) Does the distributed generator cause a problem, and (2) What would it cost to make a change to resolve the problem? The first concern is relatively easy for the MEMBER Engineer to determine. The second question has multiple alternatives and can become a complex iterative process. In most cases, there is no “cookie cutter” solution to be applied.

For some larger generation installations and/or complex interconnections, the MEMBER Operator may suggest dividing up the engineering studies into two parts: (1) identify the scope of the problems and (2) attempt to identify solutions to resolve the problems. By splitting the engineering studies into two parts, it will identify the problems and potential problems to the Applicant and will provide the Applicant the ability to remove the request for interconnection if the problems are too large and/or expensive to resolve.

This appendix provides an overview of some of the main issues that are analyzed during the engineering study process. Every interconnection has its own unique issues (i.e. relative strength of the distribution system, ratio of the generation size to the existing area loads, etc). Therefore, many of generation interconnections will require further review and additional analysis.

- Short circuit analysis – the system is studied to make sure that the addition of the generation will not overstress any of the MEMBER equipment and that the equipment will still be able to clear during a fault. It is expected that the Applicant will complete their own short circuit analysis on their equipment to ensure that the addition of the generation system does not overstress the Applicant’s electrical equipment.
- Power Flow and Voltage Drop
 - Can the equipment meet existing low voltage ride through standards?
 - Reviews potential islanding of the generation
 - Whether MEMBER Equipment could be overloaded
 - Under normal operation?
 - Under contingent operation?
 - With backfeeds?
- Flicker Analysis –
 - Will the operation of the generation cause voltage swings?
 - When it loads up? When it off loads?
 - How will the generation interact with MEMBER voltage regulation?
 - Will MEMBER capacitor switching affect the generation while on-line?
- Protection Coordination
 - Reclosing issues –the reclosing for the distribution system and transmission system is examined to see if the Generation System protection can be

implemented to ensure that it will clear from the distribution system before the feeder is reenergized.

- Is voltage supervision of reclosing needed?
 - Is transfer-trip required?
 - Do we need to modify the existing protection systems? Existing settings?
 - At which points do we need “out of sync” protection?
 - Is the proposed interconnection protection system sufficient to sense a problem on the MEMBER distribution system?
 - Are there protection problems created by the step-up transformer?
- Grounding Reviews
 - Does the proposed grounding system for the Generation System meet the requirements of the NESC. The NESC is published by the IEEE.
 - System Operation Impact
 - Are special operating procedures needed with the addition of the generation?
 - Reclosing and out-of-sync operation of facilities.
 - What limitations need to be placed on the operation of the generation?
 - Operational Var requirements?

SECTION 10

DISTRIBUTED GENERATION INTERCONNECTION TECHNICAL REQUIREMENTS

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Foreword

Electric distribution system connected generation units span a wide range of sizes and electrical characteristics. Electrical distribution system design varies widely from that required to serve the rural customer to that needed to serve the large commercial customer. With so many variations possible, it becomes complex and difficult to create one interconnection standard that fits all generation interconnection situations.

In establishing a generation interconnection standard, there are three main issues that must be addressed: (1) Safety, (2) Economics, and (3) Reliability.

The first and most important issue is safety; the safety of the general public and of the employees working on the electrical systems. This standard establishes the technical requirements that must be met to ensure the safety of the general public and of the employees working with the MEMBER distribution system. Typically, designing the interconnection system for the safety of the general public will also provide protection for the interconnected equipment.

The second issue is economics; the interconnection design must be affordable to build. The interconnection standard must be developed so that only those items that are necessary to meet safety and reliability are included in the requirements. This standard sets the benchmark for the minimum required equipment; if it is not needed, it will not be required.

The third issue is reliability; the generation system must be designed and interconnected such that the reliability and the service quality for all customers of the electrical power systems are not compromised. This applies to all electrical systems, not just the MEMBER distribution system.

Many generation interconnection standards exist or are in draft form. IEEE and FERC, along with many states, have been working on generation interconnection standards. There are other standards, such as NEC, that establish requirements for electrical installations. The NEC requirements are in addition to this standard. This standard is designed to document the requirements where the NEC has left the establishment of the standard to “the authority having jurisdiction” or to cover issues which are not covered in other national standards.

This standard covers installations with an aggregated capacity of greater than 40 kW. Many of the requirements in this document do not apply to small, 40 kW or less, generation installations. As an aid to the small, distributed generation customer, these small unit interconnection requirements have been extracted from this full standard and are available as a separate, simplified document as Section 7 of the Distributed Generation Workbook titled: “Small Renewable Generation Interconnection Procedure for Inverter Connected Systems Rated less than 40 kW”, and Section 8 of the Distribution Generation Workbook titled: “Small Renewable Generation Interconnection Requirements for Inverter Connected Systems Rated Less Than 40 kW”.

Introduction

This standard has been developed to document the technical requirements for the interconnection between a Generation System and an area electrical power system “Utility System or Area EPS.” This standard covers 3-phase Generation Systems with an aggregate capacity of 40 kW or greater at the Point of Common Coupling. This standard covers Generation Systems that are interconnected with MEMBER’s distribution facilities. This standard does not cover Generation Systems that are directly interconnected with the Transmission System. Contact the area transmission provider for their Transmission System interconnection standards.

While this standard provides the technical requirements for interconnecting a Generation System with a typical radial distribution system, it is important to note that there are some unique Area EPS, which have special interconnection needs. One example of a unique Area EPS would be one operated as a “networked” system. This standard does not cover the additional special requirements of those systems. The Interconnection Customer must contact the Owner/operator of the Area EPS with which the interconnection is intended, to make sure that the Generation System is not proposed to be interconnected with a unique Area EPS. If the planned interconnection is with a unique Area EPS, the Interconnection Customer must obtain the additional requirements for interconnecting with the distribution system.

MEMBER has the right to require the Generator System to make the necessary upgrades to the MEMBER distribution system and potentially to the transmission system to mitigate any potential safety and reliability issues created by the interconnection of the Generator.

This standard only covers the technical requirements and does not cover the interconnection process from the planning of a project through approval and construction. Please read the companion document “Distributed Generation Interconnection Procedure” for the description of the procedure to follow and a generic version of the forms to submit. The earlier the Interconnection Customer gets the MEMBER Generation Interconnection Coordinator involved in the planning and design of the Generation System Interconnection, the smoother the process will go.

A. Definitions

The definitions defined in the “IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems” (IEEE 1547) apply to this document as well. The following definitions are in addition to the ones defined in IEEE 1547, or are repeated from the IEEE 1547 standard.

1. Area EPS: An electric power system (EPS) that serves Local EPSs. Note: Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. (MEMBER is an Area EPS).
2. Generation: Any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.
3. Generation System: The Interconnected Distributed Generation(s) controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables up to the Point of Common Coupling.
4. Interconnection Customer: The party or parties who are responsible for meeting the requirements of this standard. This could be the Generation System applicant, installer, designer, owner, or operator.
5. Local EPS: An EPS contained entirely within a single premises or group of premises.
6. Point of Common Coupling: The point where the Local EPS is connected to an Area EPS.
7. Transmission System: Those facilities as defined by using the guidelines established by the Iowa Utilities Board.
8. Type-Certified: Generation paralleling equipment that is listed by an OSHA-listed national testing laboratory as having met the applicable type testing requirement of UL 1741. At the time this document was prepared this was the only national standard available for certification of generation transfer switch equipment. This definition does not preclude other forms of type-certification if agreeable to the (MEMBER).

B. Interconnection Requirements

This standard defines the minimum technical requirements for the implementation of the electrical interconnection between the Generation System and the MEMBER distribution system. It does not define the overall requirements for the Generation System. The requirements in this standard are intended to achieve the following:

1. Ensure the safety of utility personnel and contractors working on the electrical power system.
2. Ensure the safety of utility customers and the general public.
3. Protect and minimize the possible damage to the electrical power system and other customer's property.
4. Ensure proper operation to minimize adverse operating conditions on the electrical power system.

C. Protection

The Generation System and Point of Common Coupling shall be designed with proper protective devices to promptly and automatically disconnect the Generation from the MEMBER distribution system in the event of a fault or other system abnormality. The type of protection required will be determined by:

1. Size and type of the generating equipment.
2. The method of connecting and disconnecting the Generation System from the electrical power system.
3. The location of generating equipment on the MEMBER distribution system.

D. Area EPS Modifications

Depending upon the match between the Generation System, the MEMBER distribution system, and how the Generation System is operated, certain modifications and/or additions may be required to the existing MEMBER distribution system, with the addition of the Generation System. To the extent possible, this standard describes the modifications which could be necessary to the MEMBER distribution system for different types of Generation Systems. For some unique interconnections, additional and/or different protective devices, system modifications, and/or additions will be required by the MEMBER operator. In these cases the MEMBER will provide the final determination of the required modifications and/or additions. If any special requirements are necessary they will be identified by the MEMBER during the application review process.

E. Generation System Protection

The Interconnection Customer is solely responsible for providing protection for the Generation System. Protection systems required in this standard are structured to protect the MEMBER distribution system and the public. The Generation System protection is not provided for in this standard. Additional protection equipment may be required to ensure proper operation for the Generation System. This is especially true while operating disconnected from the MEMBER distribution system. The MEMBER distribution system does not assume responsibility for protection of the Generation System equipment or of any portion of the Local EPS.

F. Electrical Code Compliance

The Interconnection Customer shall be responsible for complying with all applicable local, independent, state, and federal codes such as building codes, NEC, NESC, and noise and emissions standards. As required by Iowa State law, the MEMBER distribution system will require proof of complying with the NEC before the interconnection is made, through installation approval by an electrical inspector recognized by the Iowa Utilities Board.

The Interconnection Customer's Generation System and installation shall comply with latest revisions of the ANSI/IEEE standards applicable to the installation, especially IEEE 1547 "Standard for Interconnecting Distributed Resources with Electric Power Systems." See the reference section in this document for a partial list of the standards which apply to the generation installations covered by this standard.

References

The following standards shall be used in conjunction with this standard. When the stated version of the following standards is superseded by an approved revision, then that revision shall apply.

IEEE Std 100-2000, “IEEE Standard Dictionary of Electrical and Electronic Terms”

IEEE Std 519-1992, “IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems”

IEEE Std 929-2000, “IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems”

IEEE Std 1547, “IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems”

IEEE Std C37.90.1-1989 (1995), “IEEE Standard Surge Withstand Capability (SEC) Tests for Protective Relays and Relay Systems”

IEEE Std C37.90.2 (1995), “IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers”

IEEE Std C62.41.2-2002, “IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits”

IEEE Std C62.45-1992 (2002), “IEEE Recommended Practice on Surge Testing for Equipment Connected to Low Voltage (1000V and less) AC Power Circuits”

ANSI C84.1-1995, “Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)”

ANSI/IEEE 446-1995, “Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications”

ANSI/IEEE Standard 142-1991, “IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems – Green Book”

UL Std. 1741 “Inverters, Converters, and Controllers for use in Independent Power Systems”

NEC – “National Electrical Code”, National Fire Protection Association (NFPA), NFPA-70-2002

NESC – “National Electrical Safety Code” ANSI C2-2000, Published by the Institute of Electrical and Electronics Engineers, Inc.

Types of Interconnections

- A. The manner in which the Generation System is connected to and disconnected from the MEMBER distribution system can vary. This section focuses only one of several methods of transferring the load from the Area EPS to the Generation System: Extended Parallel Operation.

With Extended Parallel Operation, the Generation System is paralleled with the MEMBER distribution system in continuous operation. Special design, coordination, and agreements are required before any extended parallel operation will be permitted. The MEMBER distribution system interconnection study will identify the issues involved.

1. Any anticipated use in the extended parallel mode requires special agreements and special protection coordination.
2. Protective Relaying is required as described in section 6.
3. Figure 14 at the end of this document provides a typical one-line diagram for this type of interconnection. It must be emphasized that this is a typical installation only and final installations may vary from the examples shown due to transformer connections, breaker configuration, etc.

Interconnection Issues and Technical Requirements

- A. General Requirements – The following requirements apply to all interconnected generating equipment. The MEMBER distribution system shall be considered the source side and the customer’s system shall be considered the load side in the following interconnection requirements.

1. Visible Disconnect – A disconnecting device shall be installed to electrically isolate the MEMBER distribution system from the Generation System. The only exception for the installation of a visible disconnect is if the generation is interconnected via a mechanically interlocked open transfer switch and installed per the NEC (702.6) “so as to prevent the inadvertent interconnection of normal and alternate sources of supply in any operation of the transfer equipment.”

The visible disconnect shall provide a visible air gap between Interconnection Customer’s Generation and the MEMBER distribution system in order to establish the safety isolation required for work on the MEMBER distribution system. This disconnecting device shall be readily accessible 24 hours per day by MEMBER field personnel and shall be capable of being padlocked by MEMBER field personnel. The disconnecting device shall be lockable in the open position.

The visible disconnect shall be a UL approved or NEMA approved, manual safety disconnect switch of adequate ampere capacity. The visible disconnect shall not open the neutral when the switch is open. A draw-out type circuit breaker can be used as a

visual open.

The visible disconnect shall be labeled, as required by the MEMBER, to inform the MEMBER field personnel.

2. Energization of Equipment by Generation System – The Generation System shall not energize any de-energized portion of the MEMBER distribution system. The Interconnection Customer shall install the necessary padlocking (lockable) devices on equipment to prevent the energization of a de-energized electrical power system. Lock out relays shall automatically block the closing of breakers or transfer switches on to a de-energized Area EPS. The only exception to this rule is for controlled “islanding” of select portions of the MEMBER distribution system that are reenergized by “campus” style Generation Systems. These Generation Systems shall utilize MEMBER approved interconnection equipment and be designed and approved for this “islanding” operation. Special design and operating procedures are required to allow for this method of operation.
3. Power Factor – The power factor of the Generation System and connected load shall be as follows;
 - a. Extended Parallel Generation Systems shall be designed to be capable of operating between 90% lagging and 95% leading. These Generation Systems shall normally operate near unity power factor (+/-98%) or as mutually agreed between the MEMBER and the Interconnection Customer.
4. Low Voltage Ride-Through (LVRT) Capability

Depending on the characteristics of the distribution system to which the generation capacity is connected, and the relative size of the generation capacity, it may be necessary for the generation equipment to meet certain LVRT requirements, in order for the EPS to maintain stability. The need for equipment or provisions in order to maintain stability during system disturbances will be determined during the evaluation of the proposed interconnection.
5. Grounding Issues
 - a. Grounding of sufficient size to handle the maximum available ground fault current shall be designed and installed to limit step and touch potentials to safe levels as set forth in “IEEE Guide for Safety in AC Substation Grounding,” ANSI/IEEE Standard 80.
 - b. It is the responsibility of the Interconnection Customer to provide the required grounding for the Generation System. A good standard for this is the IEEE Std. 142-1991 (or most current standard) “Grounding of Industrial and Commercial Power Systems.”

- c. All electrical equipment shall be grounded in accordance with local, state, and federal electrical and safety codes and applicable standards.
 - d. Sales to Area EPS or other parties – Transportation of energy on the Transmission System is regulated by the area reliability council and FERC. Those contractual requirements are not included in this standard. The MEMBER will point out these additional contractual requirements during the interconnection approval process.
- B. For Inverter based, closed transfer, and soft loading interconnections – The following additional requirements apply:
1. Fault and Line Clearing – The Generation System shall be removed from the MEMBER distribution system for any faults or outages occurring on the electrical circuit serving the Generation System
 2. Operating Limits - In order to minimize objectionable and adverse operating conditions of the electric service provided to other customers connected to the MEMBER distribution system, the Generation System shall meet the Voltage, Frequency, Harmonic and Flicker operating criteria as defined in the IEEE 1547 standard during periods when the Generation System is operated in parallel with the MEMBER distribution system.

If the Generation System creates voltage changes greater than 4% on the MEMBER distribution system, it is the responsibility of the Interconnection Customer to correct these voltage sag/swell problems caused by the operation of the Generation System. Also, if the operation of the interconnected Generation System causes flicker, which causes problems for other customers interconnected to the MEMBER distribution system, the Interconnection Customer is responsible for correcting the problem.

3. Flicker – The operation of Generation System is not allowed to produce excessive flicker to adjacent customers. See the IEEE 1547 standard for a more complete discussion on this requirement.

The stiffer the MEMBER distribution system, the larger a block load change that it will be able to handle. For any of the transfer systems, the MEMBER distribution system voltage shall not drop or rise greater than 4% when the load is added or removed from the MEMBER distribution system. It is important to note that if another interconnected customer complains about the voltage change caused by the Generation System, even if the voltage change is below the 4% level, it is the Interconnection Customer's responsibility to correct or pay for correcting the problem. Utility experience has shown that customers have seldom objected to instantaneous voltage changes of less than 2% on the MEMBER distribution system.

4. Interference – The Interconnection Customer shall disconnect the Distributed Generation from the MEMBER distribution system if the Distributed Generation causes radio, television, or electrical service interference to other customers, via the EPS or interference with the operation of Area EPS. The Interconnection Customer shall either effect repairs to the Generation System or reimburse the MEMBER for the cost of any required modifications to the MEMBER distribution system due to the interference.

5. Synchronization of Customer Generation
 - a. An automatic synchronizer with synch-check relaying is required for unattended automatic quick open transition, closed transition, or soft loading transfer systems.

 - b. To prevent unnecessary voltage fluctuations on the MEMBER distribution system, synchronizing equipment must be capable of closing the Distributed Generation into the MEMBER distribution system within the limits defined in IEEE 1547. Actual settings shall be determined by the Registered Professional Engineer establishing the protective settings for the installation.

 - c. Unintended Islanding – Under certain conditions with extended parallel operation, it would be possible for a part of the MEMBER distribution system to be disconnected from the rest of the MEMBER distribution system and have the Generation System continue to operate and provide power to a portion of the isolated circuit; this condition is called “islanding.” It is not possible to successfully reconnect the energized isolated circuit to the rest of the MEMBER distribution system since there are no synchronizing controls associated with all of the possible locations of disconnection. Therefore, it is a requirement that the Generation System be automatically disconnected from the MEMBER distribution system immediately by protective relays for any condition that would cause the MEMBER distribution system to be de-energized. The Generation System must either isolate with the customer’s load or trip. The Generation System must also be blocked from closing back into the MEMBER distribution system until the MEMBER distribution system is reenergized and the MEMBER distribution system voltage is within Range B of ANSI C84.1 Table 1 for a minimum of 1 minute. Depending upon the size of the Generation System it may be necessary to install direct transfer trip equipment from the MEMBER distribution system source(s) to remotely trip the generation interconnection to prevent islanding for certain conditions

6. Disconnection – The MEMBER distribution system operator may refuse to connect or may disconnect a Generation System from the MEMBER distribution system under the following conditions:
 - a. Lack of approved Standard Application Form and Standard Interconnection Agreement.

- b. Non-Compliance with the technical or contractual requirements.
- c. System Emergency or for imminent danger to the public or MEMBER personnel (Safety).
- d. Routine maintenance, repairs and modifications to the MEMBER distribution system.

The MEMBER shall coordinate planned outages with the Interconnection Customer to the extent possible.

Generation Metering, Monitoring, and Control

Metering, Monitoring and Control – Depending upon the method of interconnection and the size of the Generation System, there are different metering, monitoring, and control requirements. Table 5A is a table summarizing the metering, monitoring, and control requirements.

Due to the variation in Generation Systems and the MEMBER's operational needs, the requirements for metering, monitoring, and control listed in this document are the expected maximum requirements that the MEMBER distribution system will apply to the Generation System. It is important to note that for some Generation System installations, the MEMBER distribution system may waive some of the requirements of this section if they are not needed. An example of this is with rural or low capacity feeders which require more monitoring than larger capacity, typically urban feeders.

Another factor which will effect the metering, monitoring, and control requirements will be the tariff under which the Interconnection Customer is supplied by the MEMBER distribution system. Table 5A has been written to cover most applications.

TABLE 5A			
Metering, Monitoring, and Control Requirements			
Generation System Capacity at Point of Common Coupling	Metering	Generation Remote Monitoring	Generation Remote Control
< 40 kW Inverter Connected System	See "Small Renewable Generation Interconnection Requirements for Inverter Connected Systems < 40 kW"	--	---
40 – 250 kW with limited parallel	Detented Area EPS Metering at the Point of Common Coupling	None Required	None Required
40 – 250 kW with extended parallel	Detented Area EPS Metering at the Point of Common Coupling	Interconnection Customer supplied direct dial phone line. Area EPS to supply its own monitoring equipment	None Required
250 – 1000 kW with limited parallel	Detented Area EPS Metering at the Point of Common Coupling	Interconnection Customer supplied direct dial phone line and monitoring points available. See B 1	None Required
250 – 1000 kW With extended parallel operation	Recording metering on the Generation System and a separate recording meter on the load	Required Area EPS (potential transmission provider) remote monitoring system. See B 1	None Required
>1000 kW With limited parallel Operation	Detented Area EPS Metering at the Point of Common Coupling	Required Area EPS remote (potential transmission provider) monitoring system. See B 1	None required
>1000 kW With extended parallel operation	Recording metering on the Generation System and a separate recording meter on the load.	Required Area EPS remote (potential transmission provider) monitoring system. See B 1	Direct Control via SCADA by Area EPS of interface breaker

“Detented” = A meter which is detented will record power flow in only one direction.

A. Metering

1. As shown in Table 5A, the requirements for metering will depend upon the type of generation and the type of interconnection. For most installations, the requirement is a single point of metering at the Point of Common Coupling. The MEMBER will install a special meter that is capable of measuring and recording energy flow in both directions, for three phase installations, or two detented meters wired in series for single phase installations. A dedicated-direct dial phone line may be required to be supplied to the meter for the MEMBER's use to read the metering. Some monitoring may be done through the meter and the dedicated-direct dial phone line, so in many installations the remote monitoring and the meter reading can be done using the same dial-up phone line.
2. Depending upon which tariff the Generation System and/or customer's load is being supplied under, additional metering requirements may result; contact the MEMBER for tariff requirements. In some cases, the direct dial-phone line requirement may be waived by the MEMBER for smaller Generation Systems.
3. All Area EPS revenue meters shall be supplied, owned, and maintained by the MEMBER. All voltage transformers (VT) and current transformers (CT) used for revenue metering shall be approved and/or supplied by the MEMBER. The MEMBER's standard practices for instrument transformer location and wiring shall be followed for the revenue metering.

For Generation Systems that sell power and are greater than 40 kW in size, separate metering of the generation and of the load may be required. A single meter recording the power flow at the Point of Common Coupling for both the Generation and the load may not be allowed by the rules under which the area transmission system is operated. The MEMBER power supplier, Missouri River Energy Services, is required to report to the regional reliability council (MAPP) the total peak load requirements and is also required to own or have contracted for, accredited generation capacity of 115% of the experienced peak load level for each month of the year. Failure to meet this requirement results in a large monetary penalty for Missouri River Energy Services.

- B. Monitoring (SCADA) is required as shown in table 5A. The need for monitoring is based on the need of the system control center to have the information necessary for the reliable operation of the MEMBER distribution system. This remote monitoring is especially important during periods of abnormal and emergency operation.

The difference in Table 5A between remote monitoring and SCADA is that SCADA typically is a system that is in continuous communication with a central computer and provides updated values and status to the MEMBER distribution system operator within several seconds of the changes in the field. Remote monitoring on the other hand will tend to provide updated values and status within minutes of the change in state of the field. Remote monitoring is typically less expensive to install and operate. The

transmission provider may also require remote monitoring of the Generation System. The transmission provider may require such monitoring and will be confirmed prior to operation. The cost of providing such monitoring is the cost of the Generator System.

1. Where Remote Monitoring or SCADA is required, as shown in Table 5A, the following monitored and control points are required:
 - a. Real and reactive power flow for each Generation System (kW and kVAR). This is only required if separate metering of the Generation and the load is required, otherwise #4 monitored at the point of Common Coupling will meet the requirements.
 - b. Phase voltage representative of the MEMBER distribution system's service to the facility.
 - c. Status (open/close) of Distributed Generation and interconnection breaker(s) or, if transfer switch is used, status of transfer switch(s).
 - d. Customer load from Area EPS service (kW and kVAR).
 - e. Control of interconnection breaker, if required by the MEMBER distribution system operator.

When telemetry is required, the Interconnection Customer must provide the communications medium to MEMBER's Control Center. This could be radio, dedicated phone circuit, or other form of communication. If a telephone circuit is used, the Interconnection Customer must also provide the telephone circuit protection. The Interconnection Customer shall coordinate the remote terminal unit (RTU) addition with the MEMBER. The MEMBER may require a specific RTU and/or protocol to match their SCADA or remote monitoring system.

Protective Devices and Systems

- A. Protective devices required to permit safe and proper operation of the MEMBER distribution system, while interconnected with customer's Generation System, are shown in the figures at the end of this document. In general, an increased degree of protection is required for increased Distributed Generation size. This is due to the greater magnitude of short circuit currents and the potential impact to system stability from these installations. Medium and large installations require more sensitive and faster protection to minimize damage and ensure safety.

If a transfer system is installed, which has a user accessible selection of several transfer modes, the transfer mode which has the greatest protection requirements will establish the protection requirements for that transfer system.

The Interconnection Customer shall provide protective devices and systems to detect the

Voltage, Frequency, Harmonic, and Flicker levels as defined in the IEEE 1547 standard during periods when the Generation System is operated in parallel with the MEMBER distribution system. The Interconnection Customer shall be responsible for the purchase, installation, and maintenance of these devices. Discussion on the requirements for these protective devices and systems follows:

1. Relay settings

- a. If the Generation System is utilizing a Type-Certified system, such as a UL listed inverter, a Professional Electrical Engineer is not required to review and approve the design of the interconnecting system. If the Generation System interconnecting device is not Type-Certified or if the Type-Certified Generation System interconnecting device has additional design modifications made, the Generation System control, the protective system, and the interconnecting device(s) shall be reviewed and approved by a Professional Electrical Engineer, registered in the State of Iowa.
- b. A copy of the proposed protective relay settings shall be supplied to the MEMBER for review and approval to ensure proper coordination between the generation system and the MEMBER distribution system.

2. Relays

- a. All equipment providing relaying functions shall meet or exceed ANSI/IEEE Standards for protective relays, i.e., C37.90, C37.90.1 and C37.90.2.
- b. Required relays that are not “draw-out” cased relays shall have test plugs or test switches installed to permit field testing and maintenance of the relay without unwiring or disassembling the equipment. Inverter based protection is excluded from this requirement for Generation Systems <40 kW at the Point of Common Coupling.
- c. Three phase interconnections shall utilize three phase power relays, which monitor all three phases of voltage and current, unless so noted in the appendix one-line diagrams.
- d. All relays shall be equipped with setting limit ranges at least as wide as specified in IEEE 1547, and meet other requirements as specified in the MEMBER interconnect study. Setting limit ranges are not to be confused with the actual relay settings required for the proper operation of the installation. At a minimum, all protective systems shall meet the requirements established in IEEE 1547.
 - i. Over-current relays (IEEE Device 50/51 or 50/51V) shall operate to trip the protecting breaker at a level to ensure protection of the equipment and at a speed to allow proper coordination with other protective devices. For example, the over-current relay monitoring the interconnection breaker shall

operate fast enough for a fault on the customer's equipment, so that no protective devices will operate on the MEMBER distribution system. A 51 V is a voltage restrained or controlled over-current relay and may be required to provide proper coordination with the MEMBER distribution system.

- ii. Over-voltage relays (IEEE Device 59) shall operate to trip the Distributed Generation per the requirements of IEEE 1547.
- iii. Under-voltage relays (IEEE Device 27) shall operate to trip the Distributed Generation per the requirements of IEEE 1547.
- iv. Over-frequency relays (IEEE Device 81O) shall operate to trip the Distributed Generation off-line per the requirements of IEEE 1547.
- v. Under-frequency relay (IEEE Device 81U) shall operate to trip the Distributed Generation off-line per the requirements of IEEE 1547. Coordination with the MEMBER distribution system is required for this setting.

The MEMBER distribution system will provide the reference frequency of 60 Hz. The Distributed Generation control system must be used to match this reference. The protective relaying in the interconnection system will be expected to maintain the frequency of the output of the Generation.

- vi. Reverse power relays (IEEE Device 32) (power flowing from the Generation System to the MEMBER distribution system) shall operate to trip the Distributed Generation off-line for a power flow to the system with a maximum time delay as determined by the MEMBER's engineer.
- vii. Lockout Relay (IEEE Device 86) is a mechanically locking device which is wired into the close circuit of a breaker or switch and, when tripped, will prevent any close signal from closing that device. This relay requires that a person manually reset the lockout relay before that device can be reclosed. These relays are used to ensure that a deenergized system is not reenergized by automatic control action, and prevents a failed control from auto-reclosing an open breaker or switch.
- viii. Transfer Trip – All Generation Systems are required to disconnect from the MEMBER distribution system when the MEMBER distribution system is disconnected from its source, to avoid unintentional islanding. With larger Generation Systems, which remain in parallel with the MEMBER distribution system, a transfer trip system may be required to sense the loss of the MEMBER distribution system source. When the MEMBER distribution system source is lost, a signal is sent to the Generation System to separate the Generation from the MEMBER distribution system. The size of the Generation System versus the capacity and minimum loading on the feeder will dictate the need for transfer trip installation. The MEMBER distribution

system interconnection study will identify the specific requirements.

If multiple MEMBER sources are available or multiple points of sectionalizing on the MEMBER distribution system exist, then more than one transfer trip system may be required. The MEMBER interconnection study will identify the specific requirements. For some installations the alternate MEMBER source(s) may not be utilized except in rare occasions. If this is the situation, the Interconnection Customer may elect to have the Generation System locked out when the alternate source(s) are utilized, if agreeable to the MEMBER.

- ix. Parallel limit timing relay (IEEE Device 62PL) Settings, as determined by the MEMBER's engineer, shall trip the Distributed Generation circuit breaker on limited parallel interconnection systems. Power for the 62 PL relay must be independent of the transfer switch control power. The 62PL timing must be an independent device from the transfer control and shall not be part of the generation PLC or other control system.

**TABLE 6A
SUMMARY OF RELAYING
REQUIREMENTS**

Type of Interconnection	Over-current (50/51)	Voltage (27/59)	Frequency (81 0/U)	Directional Over Current (67)	Lockout (86)		Sync-Check (25)	Transfer Trip
Extended Parallel < 250 kW (Fig. 4)	Yes	Yes	Yes	Yes	Yes	-----	Yes	-----
Soft Loading Extended Parallel >250kW (Fig.4)	Yes	Yes	Yes	Yes	Yes	-----	Yes	Yes

Agreements

- A. Interconnection Agreement – An interconnection agreement is required for all Generation Systems that normally operate in parallel with the MEMBER distribution system. The specific terms of the interconnection agreement will vary depending upon the size and type of Generation System. This agreement will contain the terms and conditions upon which the Generation System will be to be connected, constructed, and maintained, when operated in parallel with the MEMBER distribution system. Some of the issues covered in the Interconnection Agreement are as follows:
1. Construction Process
 2. Testing Requirements
 3. Maintenance Requirements
 4. Firm Operating Requirements such as Power Factor
 5. Access requirements for the MEMBER distribution system personnel
 6. Disconnection of the Generation System (Emergency and Non-emergency)
 7. Term of Agreement
 8. Insurance Requirements
 9. Dispute Resolution Procedures
- B. Operating Agreement – For Generation Systems that normally operate in parallel with the MEMBER distribution system, an agreement separate from the Interconnection Agreement, called the “Operating Agreement,” is usually required. This agreement is created for the benefit of both the Interconnection Customer and the MEMBER and will be agreed to between the Parties. This agreement will be dynamic and is intended to be updated and reviewed annually. For some smaller systems, the operating agreement can simply be a letter agreement; for larger and more integrated Generation Systems the Operating Agreement will tend to be more involved and more formal. The Operating Agreement covers items that are necessary for the reliable operation of the Local and Area EPS. Some of the items typically included in the Operating Agreement are as follows:
1. Emergency and normal contact information for both the MEMBER operations center and for the Interconnection Customer.
 2. Procedures for periodic Generation System test runs.
 3. Procedures for maintenance on the MEMBER distribution system that affect the Generation System.
 4. Emergency Generation Operation Procedures
- C. Other Agreements – Depending on the nature and size of the Generation System, additional agreements may be required. Any such other agreements will be identified by the MEMBER and will be agreed upon by the parties.

Testing Requirements

A. Pre-Certification of Equipment

The most important part of the process to interconnect generation with Local and Area EPS is safety. One of the key components of ensuring the safety of the public and employees is to ensure that the design and implementation of the elements connected to the electrical power system operate as required. To meet this goal, all of the electrical wiring in a business or residence is required by the State of Iowa to be listed by a recognized testing and certification laboratory for its intended purpose. Typically, we see this as “UL” listed. Since Generation Systems tend to be uniquely designed for each installation, they have been designed and approved by Professional Engineers. As the number of Generation Systems installed increases, vendors are working toward creating equipment packages which can be tested in the factory and then will only require limited field testing. This will allow us to move toward “plug and play” installations. For this reason, this standard recognizes the efficiency of “pre-certification” of Generation System equipment packages that will help streamline the design and installation process.

An equipment package shall be considered certified for interconnected operation if it has been submitted by a manufacturer, tested and listed by a nationally recognized testing, and certification laboratory (NRTL) for continuous utility interactive operation in compliance with the applicable codes and standards. Presently generation paralleling equipment that is listed by a nationally recognized testing laboratory as having met the applicable type-testing requirements of UL 1741 and IEEE 929 shall be acceptable for interconnection without additional protection system requirements. An “equipment package” shall include all interface components including switchgear, inverters, or other interface devices and may include an integrated generator or electric source. If the equipment package has been tested and listed as an integrated package which includes a generator or other electric source, it shall not require further design review, testing, or additional equipment to meet the certification requirements for interconnection. If the equipment package includes only the interface components (switchgear, inverters, or other interface devices), then the Interconnection Customer shall show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. Provided the generator or electric source combined with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, no further design review, testing, or additional equipment shall be required to meet the certification requirements of this interconnection procedure. A certified equipment package does not include equipment provided by the MEMBER.

The use of Pre-Certified equipment does not automatically qualify the Interconnection Customer to be interconnected to the MEMBER distribution system. An application will still need to be submitted and an interconnection review may still need to be performed to determine the compatibility of the Generation System with the MEMBER distribution system.

B. Pre-Commissioning Tests

1. Non-Certified Equipment

a. Protective Relaying and Equipment Related to Islanding

- i. Distributed generation that is not Type-Certified (type tested), shall be equipped with protective hardware and/or software designed to prevent the Generation from being connected to a de-energized Area EPS.
- ii. The Generation may not close into a de-energized Area EPS and protection is provided to prevent this from occurring. It is the Interconnection Customer's responsibility to provide a final design and to install the protective measures required by the MEMBER. The MEMBER will review and approve the design, the types of relays specified, and the installation. Mutually agreed upon exceptions may at times be necessary and desirable. It is strongly recommended that the Interconnection Customer obtain MEMBER written approval prior to ordering protective equipment for parallel operation. The Interconnection Customer will own these protective measures installed at their facility.
- iii. The Interconnection Customer shall obtain prior approval from the MEMBER for any revisions to the specified relay calibrations.

C. Commissioning Testing

The following tests shall be completed by the Interconnection Customer. All of the required tests in each section shall be completed prior to moving on to the next section of tests. The MEMBER has the right to witness all field testing and to review all records prior to allowing the system to be made ready for normal operation. The MEMBER shall be notified, with sufficient lead time to allow the opportunity for MEMBER personnel to witness any or all of the testing.

1. Pre-testing -The following tests are required to be completed on the Generation System prior to energization by the Generator or the MEMBER distribution system. Some of these tests may be completed in the factory if no additional wiring or connections were made to that component. These tests are marked with a “*”.
 - a. Grounding shall be verified to ensure that it complies with this standard, the NESC, and the NEC.
 - b. * CTs and VTs used for monitoring and protection, shall be tested to ensure correct polarity, ratio, and wiring.
 - c. CTs shall be visually inspected to ensure that all grounding and shorting connections have been removed where required.

- d. Breaker/Switch tests – Verify that the breaker or switch cannot be operated with interlocks in place or that the breaker or switch cannot be automatically operated when in manual mode. Various Generation Systems have different interlocks, local or manual modes, etc. The intent of this section is to ensure that the breaker or switches controls are operating properly.
- e. * Relay Tests – All Protective relays shall be calibrated and tested to ensure the correct operation of the protective element. Documentation of all relay calibration tests and settings shall be furnished to the MEMBER.
- f. Trip Checks – Protective relaying shall be functionally tested to ensure the correct operation of the complete system. Functional testing requires that the complete system is operated by the injection of current and/or voltage to trigger the relay element and proving that the relay element trips the required breaker, lockout relay, or provides the correct signal to the next control element. Trip circuits shall be proven through the entire scheme (including breaker trip).

For factory assembled systems, such as inverters, the setting of the protective elements may occur at the factory. This section requires that the complete system, including the wiring and the device being tripped or activated, is proven to be in working condition through the injection of current and/or voltage.

- g. Remote Control, SCADA, and Remote Monitoring tests – All remote control functions and remote monitoring points shall be verified operational. In some cases, it may not be possible to verify all of the analog values prior to energization. Where appropriate, those points may be verified during the energization process
 - h. Phase Tests – The Interconnection Customer shall work with MEMBER personnel to complete the phase test to ensure proper phase rotation of the Generation and wiring.
 - i. Synchronizing test – The following tests shall be done across an open switch or racked out breaker. The switch or breaker shall be in a position that it is incapable of closing between the Generation System and the MEMBER distribution system for this test. This test shall demonstrate that, at the moment of the paralleling-device closure, the frequency, voltage and phase angle are within the required ranges, stated in IEEE 1547. This test shall also demonstrate that if any of the parameters are outside of the ranges stated, the paralleling-device shall not close. For inverter-based interconnected systems, this test may not be required unless the inverter creates fundamental voltages before the paralleling device is closed.
2. On-Line Commissioning Test – The following tests will proceed once the Generation System has completed pre-testing and the results have been reviewed and approved

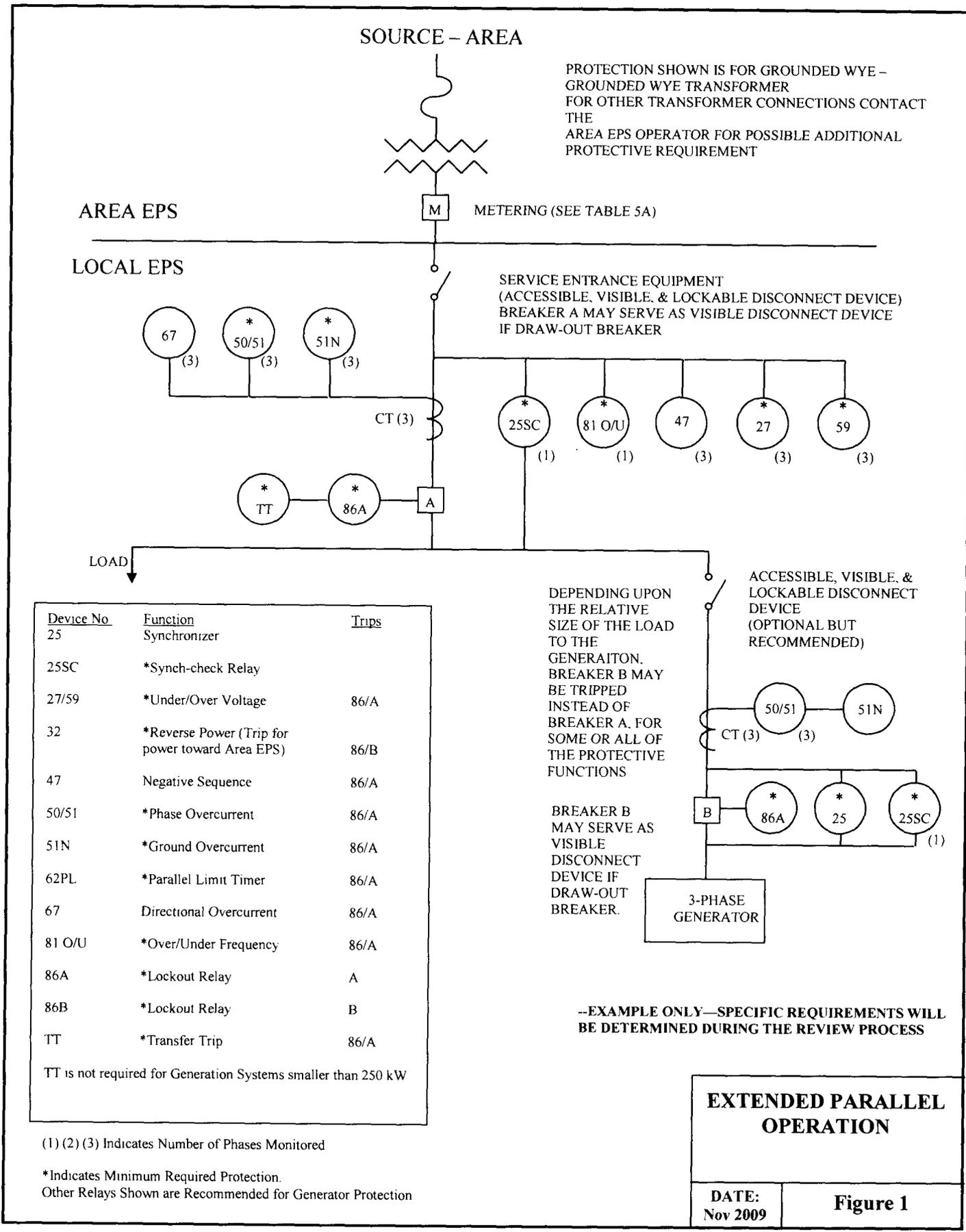
by the MEMBER. For smaller Generation Systems, the MEMBER may have a set of standard interconnection tests that will be required. On larger and more complex Generation Systems, the Interconnection Customer and the MEMBER will get together to develop the required testing procedure. All on-line commissioning tests shall be based on written test procedures agreed to between the MEMBER and the Interconnection Customer.

Generation System functionally shall be verified for specific interconnections as follows:

- a. Anti-Islanding Test – For Generation Systems that parallel with the utility for longer than 100 msec.
 - i. The Generation System shall be started and connected in parallel with the MEMBER distribution system source
 - ii. The MEMBER distribution system source shall be removed by opening a switch, breaker, etc.
 - iii. The Generation System shall either separate with the local load or stop generating.
 - iv. The device that was opened to remove the MEMBER distribution system source shall be closed and the Generation System shall not synchronize again with the MEMBER distribution system for at least 5 minutes.
3. Final System Sign-off – To ensure the safety of the public, all interconnected customer owned generation systems, which do not utilize a Type-Certified system, shall be certified as ready to operate by a Professional Electrical Engineer registered in the State of Iowa, prior to the installation being considered ready for commercial use.
4. Periodic Testing and Record Keeping
 - a. Any time the interface hardware or software, including protective relaying and generation control systems, are replaced and/or modified, the MEMBER Generation Coordinator shall be notified. This notification shall, if possible, be with sufficient warning so that MEMBER personnel can be involved in the planning for the modification and/or witness the verification testing. Verification testing shall be completed on the replaced and/or modified equipment and systems. The involvement of MEMBER personnel will depend upon the complexity of the Generation System and the component being replaced and/or modified. Since the Interconnection Customer and the MEMBER are now operating an interconnected system, it is important for each to communicate changes in operation, procedures, and/or equipment to ensure the safety and reliability of the Local and Area EPS.

- b. All interconnection-related protection systems shall be periodically tested and maintained by the Interconnection Customer at intervals specified by the manufacture or system integrator. These intervals shall not exceed 5 years. Periodic test reports and a log of inspections shall be maintained by the Interconnection Customer and made available to the MEMBER upon request. The MEMBER shall be notified prior to the period testing of the protective systems so that MEMBER personnel may witness the testing if so desired.

Appendix A: Extended Parallel Diagram



Appendix A: Extended Parallel Diagram

Appendix B
Interconnection Agreement

For the Interconnection of Extended Parallel Distributed Generation Systems with
Electric Utilities

This Generating System Interconnection Agreement is entered into by and between the Area Electrical Power System (Area EPS) “_____ MEMBER _____” and the Interconnection Customer “_____.” The Interconnection Customer and Area EPS are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

I. SCOPE AND PURPOSE

- A. Establishment of Point of Common Coupling. This Agreement is intended to provide for the Interconnection Customer to interconnect and operate a Generation System with a total Nameplate Capacity of 10 MW or less in parallel with the Area EPS at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B. This Agreement governs the facilities required to interconnect and contains the terms and conditions under which the Interconnection Customer may interconnect the Generation System to the Area EPS. This Agreement does not authorize the Interconnection Customer to export power or does not constitute an agreement to purchase or to wheel the Interconnection Customer’s power. Other services that the Interconnection Customer may require from the Area EPS, or others, may be covered under separate agreements.
- C. To facilitate the operation of the Generation System, this Agreement also allows for the occasional and inadvertent export of energy to the Area EPS. The amount, metering, billing, and accounting of such inadvertent energy exporting shall be governed by Exhibit D Operating Agreement. This Agreement does not constitute an agreement by the Area EPS Operator to purchase or to pay for any energy, inadvertently or intentionally exported, unless expressly noted in Exhibit D or under a separately executed power purchase agreement (PPA).
- D. This agreement does not constitute a request for the provision of any transmission delivery service or for any local distribution delivery service. If it is the Interconnection Customer’s intent to sell to other parties, the Customer shall be responsible for Market Related charges to the Area EPS or its wholesale power supplier caused by the generator operation.
- E. The Technical Requirements for interconnection are covered in a separate Technical Requirements document entitled the “State of Iowa Electric Interconnection of Distributed Generation Facilities,” a copy of which has been made available to the

Interconnection Customer and is incorporated and made part of this Agreement by this reference.

II. DEFINITIONS

- A. Area EPS: An electric power system (EPS) that serves Local EPS. Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- B. Area EPS Operator: The entity that operates the Area EPS, i.e. Municipal Utility Name.
- C. Dedicated Facilities: The equipment that is installed due to the interconnection of the Generation System and not required to serve other Area EPS customers.
- D. EPS: Facilities that deliver electric power to a load. This may include generation units.
- E. Extended Parallel: The Generation System is designed to remain connected with the Area EPS for an extended period of time.
- F. Generation: Any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.
- G. Generation Interconnection Coordinator: The person or persons designated by the Area EPS Operator to provide a single point of coordination with the Applicant for the generation interconnection process.
- H. Generation System: The interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables up to the Point of Common Coupling.
- I. Interconnection Customer: The party or parties who will own/operate the Generation System and who is responsible for meeting the requirements of the agreements and Technical Requirements.
- J. Local EPS: An EPS contained entirely within a single premises or group of premises.
- K. Nameplate Capacity: The total nameplate capacity rating of all the Generation included in the Generation System. For this definition, the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
- L. Point of Common Coupling: The point where the Local EPS is connected to an Area EPS.

- M. Point of Delivery: The point where the energy changes possession from one party to the other. Typically this will be where the metering is installed, but it is not required that the Point of Delivery is the same as where the energy is metered.
- N. Technical Requirements: The “State of Iowa Electric Interconnection of Distributed Generation Facilities.”

III. DESCRIPTION OF INTERCONNECTION CUSTOMER’S GENERATION SYSTEM

- A. A description of the Generation System, including a single-line diagram showing the general arrangement of how the Interconnection Customer’s Generation System is interconnected with the Area EPS’s distribution system, is attached to, and made part of, this Agreement as Exhibit A. The single-line diagram shows the following:
 - 1. Point of Delivery (if applicable)
 - 2. Point of Common Coupling
 - 3. Location of Meter(s)
 - 4. Ownership of the equipment
 - 5. Generation System total Nameplate Capacity _____ kW
 - 6. Scheduled operational (on-line) date for the Generation System

IV. RESPONSIBILITIES OF THE PARTIES

- A. The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements, and good utility practices.
- B. Interconnection Customer shall construct, operate, and maintain the Generation System in accordance with the applicable manufacturer’s recommend maintenance schedule, the Technical Requirements, and in accordance with this Agreement.
- C. The Area EPS Operator shall carry out the construction of the Dedicated Facilities in a good and workmanlike manner and in accordance with standard design and engineering practices.

V. CONSTRUCTION

The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Iowa and to meet or exceed applicable codes and standards provided by the NESC, ANSI, IEEE, NEC, UL, Technical Requirements, and local building codes and other applicable ordinances in effect at the time of the installation of the Generation System.

A. Charges and payments

The Interconnection Customer is responsible for the actual costs to interconnect the Generation System with the Area EPS, including, but not limited to, any Dedicated Facilities attributable to the addition of the Generation System, Area EPS labor for installation coordination, installation testing and engineering review of the Generation System, and interconnection design. While estimates for budgeting purposes have been provided in Exhibit B, the actual costs are still the responsibility of the Interconnection Customer, even if they exceed the estimated amount(s). All costs for which the Interconnection Customer is responsible must be reasonable under the circumstances of the design and construction.

1. Dedicated Facilities

- a. During the term of this Agreement, the Area EPS Operator shall design, construct, and install the Dedicated Facilities outlined in Exhibit B. The Interconnection Customer shall be responsible for paying the actual costs of the Dedicated Facilities attributable to the addition of the Generation System.
- b. Once installed, the Dedicated Facilities shall be owned and operated by the Area EPS owner and all costs associated with the operation and maintenance of the Dedicated Facilities, after the Generation System is operational, shall be the responsibility of the Area EPS Operator unless otherwise agreed.
- c. By executing this Agreement, the Interconnection Customer grants permission for the Area EPS Operator to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities as outlined in Exhibit B. If for any reason, the Generation System project is canceled or modified, so that any or all of the Dedicated Facilities are not required, the Interconnection Customer shall be responsible for all costs incurred by the Area EPS, including, but not limited to, the additional costs to remove and/or complete the installation of the Dedicated Facilities. The Interconnection Customer may, for any reason, cancel the Generation System project in which case, none of the Dedicated Facilities are required to be installed. The Interconnection Customer shall provide written notice to the Area EPS Operator of cancellation. Upon receipt of a cancellation notice, the Area EPS Operator shall take reasonable steps to minimize additional costs to the Interconnection Customer where reasonably possible.

2. Payments

- a. The Interconnection Customer shall provide reasonable adequate assurances of credit including a letter of credit or personal guaranty of payment and performance from a creditworthy entity, which is acceptable under the Area EPS Operators credit policy and procedures for the unpaid balance of the estimated amount shown in Exhibit B.

- b. The payment for the costs outlined in Exhibit B, shall be as follows:
 - i. 1/3 of estimated costs, outlined in Exhibit B, shall be due upon execution of this Agreement.
 - ii. 1/3 of estimated costs, outlined in Exhibit B, shall be due prior to initial energizing of the Generation System.
 - iii. Remainder of actual costs, incurred by the Area EPS, is due within 30 days from the date the bill is mailed by the Area EPS after project completion.

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT

This agreement includes the following exhibits, which are specifically incorporated herein and made part of this Agreement by this reference: *(if any of these Exhibits are deemed not applicable for this Generation System installation they may be omitted from the final Agreement by the Area EPS.)*

1. Exhibit A – Generation System description and single-line diagram. This diagram shows all major equipment, including visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment, and the location of metering.
2. Exhibit B – Summary of Area EPS Costs and Description of Dedicated Facilities – Estimated installation and testing costs payable by the Interconnection Customer. Included in this listing shall be the description and the estimated costs for the required Dedicated Facilities installed by the Area EPS Operator for the interconnection of the Generation System and a description and estimate for the final acceptance testing work to be done by the Area EPS Operator.
3. Exhibit C – Engineering Data Submittal – A standard form that provides the engineering and operating information about the Generation System.
4. Exhibit D – Operating Agreement – This provides specific operating information and requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.
5. Exhibit E – Maintenance Agreement – This provides specific maintenance requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.

VII. TERMS AND TERMINATION

- A. This Agreement shall become effective as of the date when both the Interconnection Customer and the Area EPS Operator have both signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
1. The Parties agree in writing to terminate the Agreement;
 2. The Interconnection Customer provides written notice of cancellation of the generation project to the Area EPS Operator prior to the completion of the final acceptance testing of the Generation System by the Area EPS Operator (Upon receipt of a cancellation notice, the Area EPS Operator shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible.);
 3. Once the Generation System is operational, the Interconnection Customer may terminate this agreement 30 days after receipt of written notice by the Area EPS Operator, unless otherwise agreed to within the Exhibit D Operating Agreement; or
 4. The Area EPS Operator may terminate this agreement after 30 days written notice to the Interconnection Customer if:
 - a. The Interconnection Customer fails to interconnect and operate the Generation System consistent with the terms of this Agreement;
 - b. The Interconnection Customer fails to take all corrective actions specified in the Area EPS's written notice that the Generation System is out of compliance with the terms of this Agreement, within the time frame set forth in such notice; or
 - c. If the Interconnection Customer fails to complete the Area EPS Operator's final acceptance testing of the generation system within 24 months of the date proposed under section III.A.5.
- B. Upon termination of this Agreement the Generation System shall be disconnected from the Area EPS. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities which it now or hereafter may own, unless otherwise specified.

- A. Technical Standards: The Generation System shall be installed and operated by the Interconnection Customer consistent with the requirements of this Agreement, the Technical Requirements, the applicable requirements located in the NEC, the applicable standards published by ANSI, and IEEE, and local building and other applicable ordinances in effect at the time of the installation of the Generation System.
- B. Right of Access: At all times, the Area EPS Operator's personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the Area EPS safely, and to provide service to its customers. If necessary, for the purposes of this Agreement, the Interconnection Customer shall allow the Area EPS Operator access to the Area EPS and Local EPS equipment and facilities located on the premises.
- C. Electric Service Supplied: The Area EPS will supply the electrical requirements of the Local EPS that are not supplied by the Generation System. Such electric service shall be supplied to the Interconnection Customer's Local EPS under the rate schedules applicable to the Customer's class of service as revised from time to time by the Area EPS.
- D. Operation and Maintenance: The Generation System shall be operated and maintained by the Interconnection Customer in accordance with the Technical Standards and with any additional requirements of Exhibit D and Exhibit E, attached to this document, as amended in writing from time to time.
- E. Cooperation and Coordination: Both the Area EPS Operator and the Interconnection Customer shall communicate and coordinate their operations so that the normal operation of the Area EPS does not unduly affect or interfere with the normal operation of the Generation System, and so that the Generation System does not unduly effect or interfere with the normal operation of the Area EPS. Under abnormal operations of either the Generation System or the Area EPS System, the responsible Party shall provide reasonably prompt communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- F. Disconnection of Unit: The Area EPS Operator may disconnect the Generation System as reasonably necessary, including: for termination of this Agreement, for non-compliance with this Agreement, for a system emergency, for imminent danger to the public or Area EPS personnel, or for routine maintenance, repairs, and

modifications to the Area EPS. When reasonably possible, the Area EPS Operator shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, the Area EPS Operator shall, after the fact, provide information to the Interconnection Customer as to why the disconnection was required. It is agreed that the Area EPS Operator shall have no liability for any loss of sales or other damages including all consequential damages for the loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable, due to the disconnection of the Generation System. The Area EPS Operator shall expend reasonable effort to reconnect the Generation System in a timely manner.

- G. Modifications to the Generation System: When reasonably possible, the Interconnection Customer shall notify the Area EPS Operator, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by the area EPS Operator as part of the review described in this paragraph. The notification should occur at least twenty (20) business days prior to undertaking such modification(s). Detailed information on the modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VTs & CTs, and Generation System capacity, shall be included in the notification to the Area EPS Operator. When reasonably possible, the Interconnection Customer agrees not to commence installation of any modifications to the Generating System until the Area EPS Operator has approved the modification in writing, at which time approval shall not be unreasonably withheld. The Area EPS Operator shall have a minimum of five (5) business days to review and respond, and shall not take longer than a maximum of ten (10) business days to review and respond, to the modification after the receipt of the information required for review. When it is not reasonably possible for the Interconnection Customer to provide prior written notice, the Interconnection Customer shall provide written notice to the Area EPS Operator after the completion of the modification(s) and as soon as reasonably possible.
- H. Permits and Approvals: Prior to the construction of the Generation System, the Interconnection Customer shall obtain all environmental and other permits required by any governmental authorities. The Interconnection Customer shall also maintain and comply with the requirements of these permits during the term of this Agreement.

IX. LIMITATION OF LIABILITY

- A. Each Party shall at all times indemnify, defend, hold, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this Agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

- B. Each Party's liability to the other Party for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- C. Notwithstanding any other provision in this Agreement, with respect to Area EPS Operator's provision of electric service to any customer including the Interconnection Customer, the Area EPS Operator's liability to such customer shall be limited as set forth in the Area EPS operator's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

X. DISPUTE RESOLUTION

- A. Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
- B. In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in the State of Iowa. The Parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the Parties may refer the dispute for resolution to the Iowa Utilities Board (IUB) which shall maintain continuing jurisdiction over this Agreement.

XI. INSURANCE

- A. At a minimum, in connection with the Interconnection Customer's performance of its duties and obligations under this Agreement, the Interconnection Customer shall maintain, during the term of the Agreement, general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best" and with a combined single limit of not less than:
 - 1. Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is greater than 250 kW.
 - 2. One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is between 40 kW and 250 kW.
 - 3. Three hundred thousand (\$300,000) for each occurrence if the Gross Nameplate Rating of the Generation System is less than 40 kW.
 - 4. Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury including wrongful death and (ii) property damage

arising out of the Interconnection Customer's ownership and/or operation of the Generation System under this agreement.

- B. The general liability insurance required shall, by endorsement to the policy or policies, (a) include the Area EPS Operator as an additional insured, (b) contain a severability of interest clause or cross-liability clause, (c) provide that the Area EPS Operator shall not, by reason of its inclusion as an additional insured, incur liability to the insurance carrier for the payment of premium for such insurance, and (d) provide for thirty (30) calendar days' written notice to the Area EPS Operator prior to cancellation, termination, alteration, or material change of such insurance.
- C. If the Generation System is connected to an account receiving residential service from the Area EPS Operator, and its total generating capacity is smaller than 40 kW, then the endorsements required in Section XI.B shall not apply.
- D. The Interconnection Customer shall furnish the required insurance certificates and endorsements to the Area EPS Operator prior to the initial operation of the Generation System. Thereafter, the Area EPS Operator shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.
- E. Evidence of the insurance required in Section XI.A. shall state that coverage provided is primary and is not in excess to or contributing to any insurance or self-insurance maintained by the Area EPS Operator.
- F. If the Interconnection Customer is self-insured with an established record of self-insurance, the Interconnection Customer may comply with the following in lieu of Section XI.A – E:
 - 1. Interconnection Customer shall provide to the Area EPS Operator, at least thirty (30) days prior to the date of initial operation, evidence of a plan acceptable to the Area EPS to self-insure to a level of coverage equivalent to that required under section XI.A.
 - 2. If Interconnection Customer ceases to self-insure to the level required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of its ability to self-insure, the Interconnection Customer agrees to immediately obtain the coverage required under Section XI.A.
- G. Failure of the Interconnection Customer or Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.
- H. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

City of Pella Electric Distribution Department
Attention: Electric Distribution Superintendent
222 Truman Road
Pella, IA 50219

XII. MISCELLANEOUS

A. FORCE MAJEURE

1. An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing. Neither Party will be considered in default as to any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.
2. Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure; however, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

B. NOTICES

1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by United States Mail, first class, postage prepaid, to the person specified below:
 - a. If to Area EPS Operator:
City of Pella Electric Distribution Department
Attention: Electric Distribution Superintendent
222 Truman Road
Pella, IA 50219
 - b. If to Interconnection Customer:
(Interconnection Customer)
Attention: Generation Coordinator
12345 Interconnection Drive
Pella, IA 50219

2. A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and telephone numbers, may be communicated or revised by one Party's notice to the other Party.

C. ASSIGNMENT

The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without the prior written consent of the Area EPS Operator. Any assignment or delegation the Interconnection Customer made without the Area EPS Operator's written consent shall not be valid. The Area EPS Operator shall not unreasonably withhold its consent to the Interconnection Customer's assignment of this Agreement.

D. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E. GOVERNING LAW AND INCLUSION OF AREA EPS OPERATOR'S TARIFFS AND RULES

1. This Agreement shall be interpreted, governed, and construed under the laws of the State of Iowa as if executed and to be performed wholly within the State of Iowa without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
2. The interconnection and services provided under this Agreement shall, at all times, be subject to the terms and conditions set forth in the tariff schedules and in rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference.
3. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally change its rates, charges, classification, service, tariff, or rule, or any agreement relating thereto subject to standard municipal procedures as determined by the appropriate governing board.

F. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

G. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement or in the incorporated attachments, exhibits, and appendices.

H. CONFIDENTIAL INFORMATION

Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives, and agents who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency, or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or other order, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver, the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

I. NON-WARRANTY

Neither by inspection, if any, or non-rejection, nor in any other way, does the Area EPS Operator give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including, without limitation, the Generation System and any structures, equipment, wires, appliances, or devices appurtenant thereto.

J. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: _____

Name: _____

Title: _____

Date: _____

MEMBER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A –

GENERATION SYSTEM DESCRIPTION AND SINGLE-LINE DIAGRAM

Attach the one-line diagram of the specific Generation System which this agreement applies.

EXHIBIT B –

SUMMARY OF AREA EPS COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY THE AREA EPS OPERATOR FOR THE INTERCONNECTION OF THE GENERATION SYSTEM

This Exhibit shall provide the estimated total costs that will be the responsibility of the Interconnection Customer. It is assumed that the initial application has been filed and the engineering studies have been paid for and completed; those costs are not included on this listing.

What is listed below is a general outline of some of the major areas where costs could occur. Costs other than those listed below may be included by the Area EPS, provided that those additional costs are a direct result from the request to interconnect the Generation System. The following list is only a guideline and each Area EPS Operator will be creating a unique Exhibit B that is tailored for each specific Generation System Interconnection.

- A. Dedicated Facilities (equipment, design, and installation labor)
- B. Monitoring & Control System (equipment, design and installation labor)
- C. Design Coordination and Review
- D. Construction Coordination labor costs
- E. Testing (development of tests and physical testing)
- F. Contingency

EXHIBIT C –

ENGINEERING DATA SUBMITTAL

Attach a completed Engineering Data Submittal form, i.e. Appendix C of MEMBER Interconnection Process for Distributed Generation Systems.”

EXHIBIT D –

OPERATING AGREEMENT

Each Generation System interconnection will be unique and will require a unique Operating Agreement. The following is a listing of some of the possible areas that will be covered in an operating agreement. The following has not been developed into a standard agreement due to the unique nature of each Generation System. It is envisioned that this Exhibit will be tailored by the Area EPS Operator for each Generation System interconnection. It is also intended that this Operating Agreement Exhibit will be reviewed and updated periodically to allow the operation of the Generation System to change to meet the needs of both the Area EPS Operator and the Interconnection Customer. There may also be operating changes required by outside parties or influences, such as changes in FERC and MISO requirements and/or policy changes which will require this Operating Agreement to be modified.

The following items are provided to show the general types of items that may be included in this Operating Agreement. The list of items is not all-inclusive and is not meant to preclude any other issues that may be addressed in the Operating Agreement.

- A. Applicable Area EPS Tariffs – Identify which tariffs are being applied for and how the tariffs would be applicable to this installation.
- B. Var Requirements – Sufficient power factor correction and control devices shall be furnished on the generation system such that a 98% power factor, minimum, is maintained across the point of interconnection at all times. Sufficient power factor correction and control devices shall be furnished on the generation system to provide the capability of unity power factor across the point of interconnection when operating at full generation output capacity. The generation system shall be set up to attempt to maintain unity power factor at all times during operation.
- C. Inadvertent Energy – The project will be adequately metered, with metering that is approved by the Western Area Power Administration and MEMBER. The meter will be a bi-directional meter capable of metering the energy and power coming from the Generation or capable of being furnished to the generator. The project and the Interconnection Customer will comply with the standards set out in the Distributed Generation Interconnection Requirements document. Any inadvertent energy caused by scheduling of generation will be handled within the agreement and is not part of this contract.
- D. Control Issues – Starting and stopping of the generation, including the remote starting and stopping, if applicable.
- E. Dispatch of Generation Resources – What are the dispatch requirements for the Generation System; can it only run during Peak Hours? Are there a limited number of hours that it can run? Is it required to meet an availability percentage? The

answer to these questions will depend greatly upon the PPA and other requirements. Is the Interconnection Customer required to coordinate outages of the Generation System with the Area EPS? Prior to any planned outage and following an unplanned outage, the Area EPS and Missouri River Energy Services (MRES) shall be notified in a timely manner.

- F. Outages of Distribution System – How are emergency outages handled? How are other outages scheduled? If the Interconnection Customer requires the Area EPS Operator to schedule the outages during after-hours, who pays for the Area EPS Operator's overtime?
- G. Notification/Contacts – Who should be notified? How should they be notified? When should they be notified? For what reasons, should the notification take place?
 - 1. Starting of the Generation
 - 2. Dispatching of Generation
 - 3. Notification of failures (both Area EPS and Generation System failures)
- H. Documentation of Operational Settings – How much fuel will the generation System typically have on hand? How long can it run with this fuel capacity? How is the generation system set to operate for a power failure? These may be issues documented in the Operating Agreement. The following are examples of what may be documented:
 - 1. The Generation System will monitor the Area EPS phase voltage and after 2 seconds of any phase voltage below 90%, the generation will be started and the load transferred to the generator, if the generation is not already running.
 - 2. The Generation System will wait for 30 minutes after it senses the return of the Area EPS frequency and voltage before it will automatically reconnect to the Area EPS.
- I. Cost of Testing for Future Failures – If a failure of a component of the Generation System affects the interconnection with the Area EPS, what is the process for retesting, and for replacement? Who pays for the additional costs of the Area EPS to work with the Interconnection Customer to resolve these problems and/or to complete retesting of the modified equipment?
- J. Right of Access – At all times, the Area EPS Operator shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the Area EPS safely, and to provide service to its customers. If necessary for the purpose of this Agreement, the

Interconnection Customer shall allow the Area EPS Operator access to the Area EPS's equipment and facilities located on the premises.

- K. Power Quality – The installation shall be constructed and operated to insure that the MEMBER electric distribution system is not adversely affected by power quality issues which may be caused by the wind generation, including voltage flicker. The generation system shall be equipped with devices which serve to minimize power quality disturbances, including soft starting controls to minimize inrush currents and including control devices to prevent multiple units from starting simultaneously.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: _____

Name: _____

Title: _____

Date: _____

MEMBER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E –

MAINTENANCE AGREEMENT

Each Generation System interconnection will be unique and will require a unique Maintenance Agreement. This Exhibit will be tailored for each Generation System interconnection. It is also intended that this Maintenance Agreement Exhibit will be reviewed and updated periodically to allow changes to meet the needs of both the Area EPS Operator and the Interconnection Customer (provided the change does not negatively affect the other Party). There may also be changes required by outside parties and influences such as changes in FERC or MISO requirements and/or policies which will require this agreement to be modified.

A. Routine Maintenance Requirements –

1. Who is providing maintenance – Contact information
2. Periods of maintenance

B. Modifications to the Generation System – The Interconnection Customer shall notify the Area EPS Operator, in writing, of plans for any modifications to the Generation System interconnection equipment at least twenty (20) business days prior to undertaking such modification. Modifications to any of the interconnection equipment, including all required protective systems, the generation control systems, the transfer switches/breakers, VTs & CTs, generating capacity, and associated wiring, shall be included in the notification to the Area EPS Operator. The Interconnection Customer agrees not to commence installation of any modifications to the Generating System until the Area EPS Operator has approved the modification in writing. The Area EPS shall have a minimum of five (5) business days and a maximum of ten (10) business days to review and respond to the modification after receipt of the information required for review of the modifications.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: _____

Name: _____

Title: _____

Date: _____

MEMBER

By: _____

Name: _____

Title: _____

Date: _____



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-1-b

SUBJECT: City of Pella Code of Ordinances 69 Parking Restrictions

DATE: March 15, 2016

BACKGROUND:

Staff would like to discuss a parking request and concern we have received in the Central Business District.

Parking Request

Staff received a request from Dr. Allen's office to remove the three hour parking restriction during the day for the nine diagonal parking spaces which are located on the south side of Washington Street immediately west of the intersection of Broadway Street and Washington Street. Currently, these spaces are subject to a three hour parking limitation from 9:00 a.m. to 6:00 p.m. except for Sundays and holidays. It should be noted, this area is subject to no parking from 2:00 a.m. to 6:00 a.m., which would continue to remain as is.

The reason for this request is as follows:

1. Dr. Allen's practice is expanding, which will also increase the need for employee parking.
 2. Businesses on the northwest side of the town square could benefit from this change.
 3. These nine spaces appear to be underutilized during traditional business hours.
 4. The diagonal spaces located on the south side of the west half of the block from Washington Street between Broadway Street and Main Street do not have a three hour restriction.
- Therefore, this requested change would simply be extending this area ½ block to the west.

Parking Concern

Recently, staff received a request to remove the 2:00 a.m. to 6:00 a.m. parking restriction on the east side of Broadway Street from the alley south of Franklin Street to Liberty Street. The request is attributed to employees who work in the downtown area that arrive to work prior to 6:00 a.m. As background, recently staff discovered the City's 2:00 a.m. to 6:00 a.m. parking restriction signs were removed in this area. Once this issue was discovered, staff immediately reinstalled the parking restriction signs for this area. Unfortunately, this unauthorized removal of the City's parking signs may have mislead business owners and employees into believing parking was allowed in this area from 2:00 a.m. to 6:00 a.m.

From staff's perspective, no parking from 2:00 a.m. to 6:00 a.m. is needed in the Central Business District to allow for street maintenance activities (i.e. snow removal and street cleaning).

Summary

Staff is seeking Council directive on both of these requests.

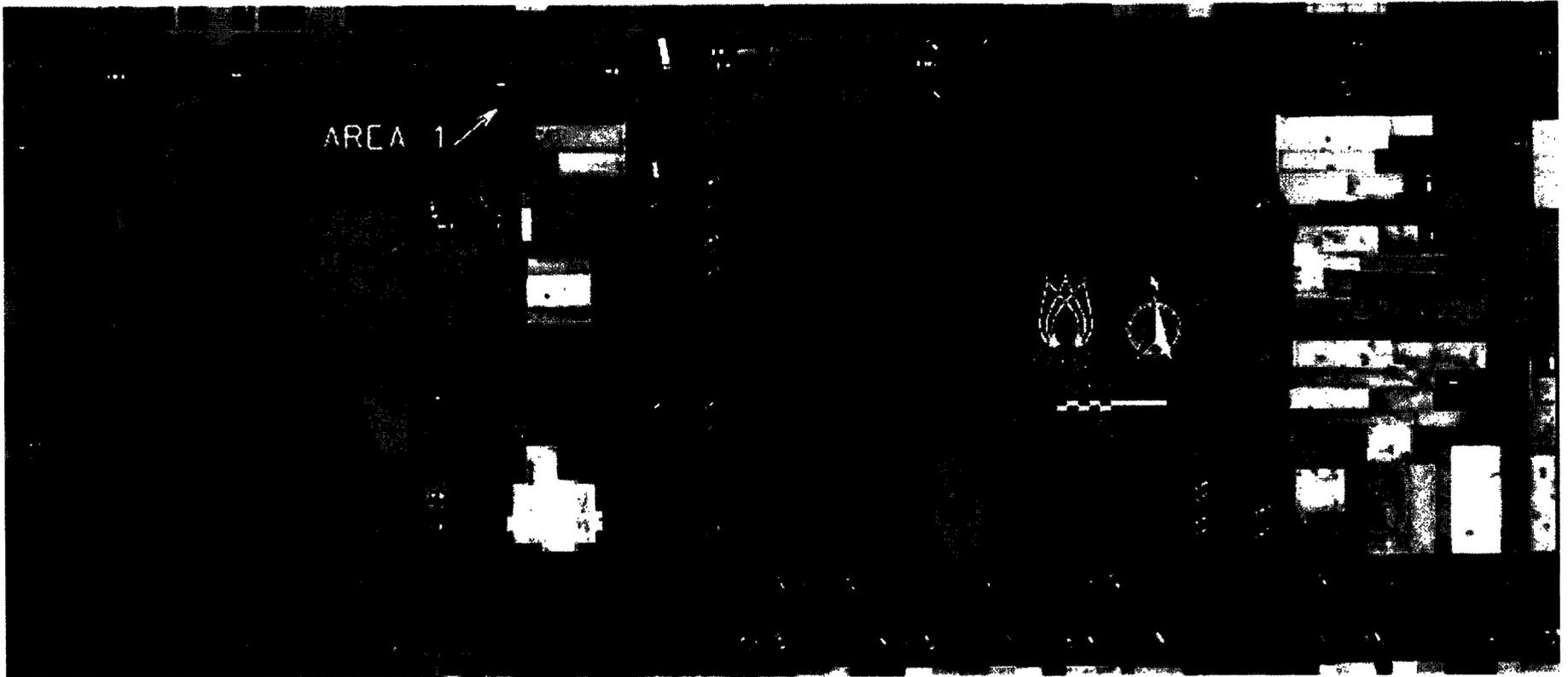
ATTACHMENTS: Parking Map.

REPORT PREPARED BY: Robert A. Bokinsky, Chief of Police

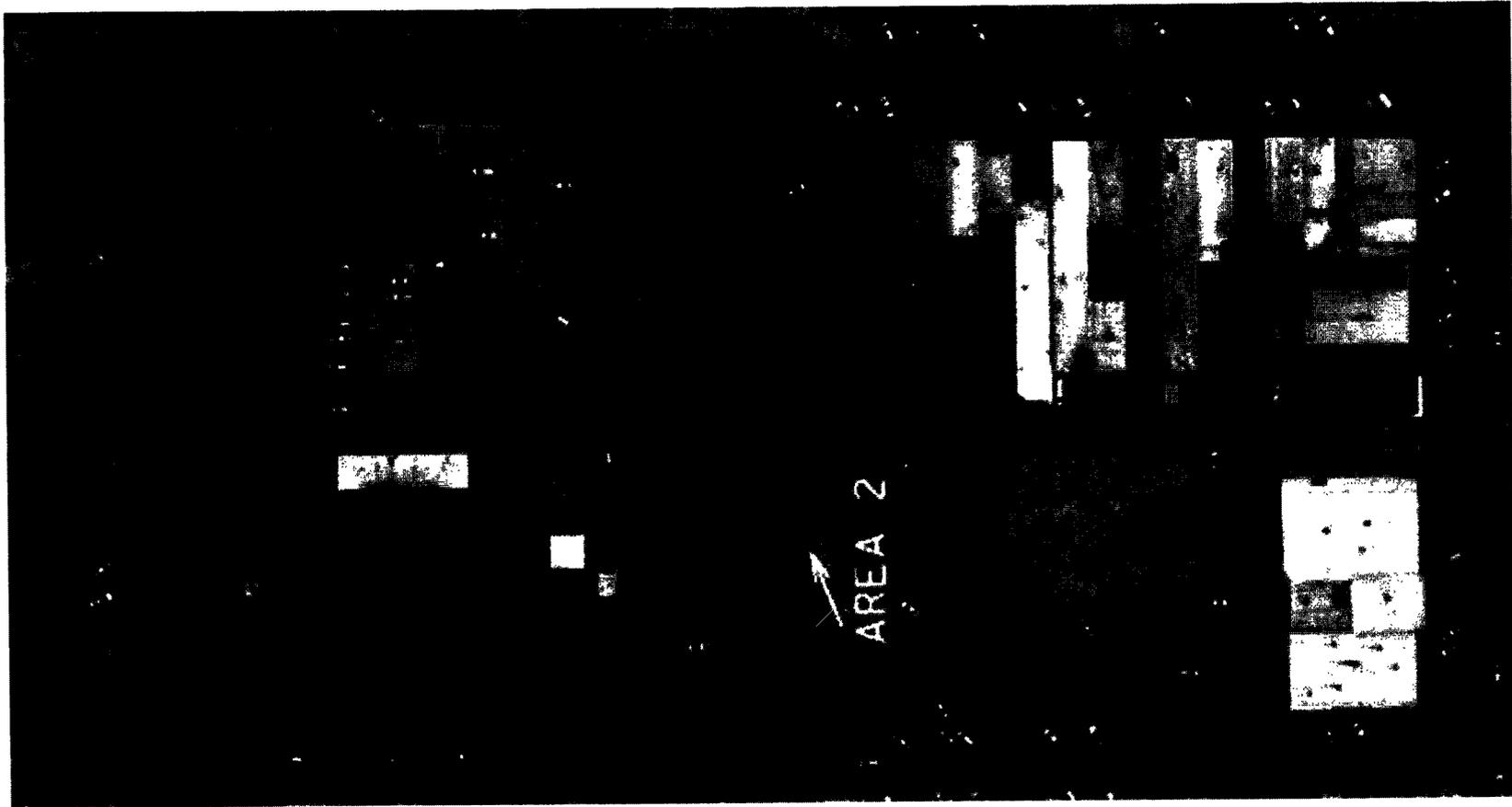
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Council direction needed.

Dr. Allen's Parking Request Location



Parking Concern on Broadway Street





THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-3

SUBJECT: Appointment of Susan Reiter to the Board of Adjustment

DATE: March 15, 2016

BACKGROUND:

Susan Reiter is interested in serving on the Board of Adjustment. Susan is retired but previously worked 22 years as a legal clerk for San Diego County, California as well as 14 years for Pella Corporation in International Sales. Susan is familiar with zoning and codes and worked with builders when she was at Pella Corporation. She has lived in Pella since 1998 and currently resides at 1325 Main Street.

Susan would fill the term of John Van Den Berg whose term expired January 4, 2016. Her term would expire on January 4, 2021.

ATTACHMENTS: None

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the Appointment.



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-4

SUBJECT: Appointment of Randy Borgerding to the South Central Regional Airport Agency

DATE: March 15, 2016

BACKGROUND:

Mayor Mueller would like to appoint Randy Borgerding to the South Central Regional Airport Agency Board. As background on this appointment, Randy is well versed in the aviation industry and has approximately thirty years of experience in the field. In addition, for the last thirteen Randy has served as the Chief Aircraft Maintenance Specialist for Pella Corporation. Randy and his wife reside at 1020 Edgewater Drive and have three children currently attending college.

If approved by Council, Randy would fill the term of Steve Van Weelden whose term will expire on April 1, 2016. Randy's proposed term would be for four years and would begin on April 2, 2016 and extend to April 1, 2020.

ATTACHMENTS: None

REPORT PREPARED BY: City Administrator

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the Appointment.

**CITY OF PELLA, IOWA
CITY COUNCIL
OFFICIAL MINUTES
March 1, 2016**

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: Tony Bokhoven, Harold Van Stryland, Bruce Schiebout, Larry Peterson with Mark De Jong entering at 7:03. Absent: Dan L. Vander Beek. City Administrator Mike Nardini, City Attorney Bob Stuyvesant, and City Clerk Ronda Brown were present. Ten staff members and six 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. Review of City of Pella Fees.
2. Approval of tentative agenda. Councilmember Van Stryland moved to approve the tentative agenda, seconded by Councilmember Bokhoven. On roll call the vote was: AYES: Van Stryland, Bokhoven, Schiebout, Peterson. NAYS: None. Motion carried.
3. Reappointment of Doug Van Gorkom as Fire Chief. Councilmember Bokhoven moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Bokhoven, Schiebout, Peterson, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Reappointment of Doug Van Gorkom as Fire Chief

DATE: March 1, 2016

BACKGROUND: Mayor Mueller would like to reappoint Doug Van Gorkom as the Fire Chief. Doug has served as Fire Chief since January 2005. This appointment is for a two year term and expires January 2018.

ATTACHMENTS: None

REPORT PREPARED BY: City Administration

REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Reappoint Doug Van Gorkom as Fire Chief.

Mark De Jong enters.

4. Reappointment of Marty Racheter to the Civil Service Commission. Councilmember Peterson moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Peterson, Schiebout, De Jong, Bokhoven, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Civil Service Commission Reappointment – Marty Racheter

DATE: March 1, 2016

BACKGROUND:

Marty Racheter has served on the Civil Service Commission since 2010 and is interested in serving another four year term. Marty is a former Pella City Council Member, current member of the Pella Community Ambulance, and currently serves as the Civil Service Commission Chairperson. Her appointment complies with the State of Iowa law requiring gender equity on local commissions. Marty's four-year term would expire on April 1, 2020.

ATTACHMENTS: None

REPORT PREPARED BY: Robert A. Bokinsky, Chief of Police

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the appointment.

5. Appointment of Amanda Schwerdtfeger to the Community Services Board. Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Bokhoven. NAYS: None. Motion carried.

SUBJECT: Community Services Board Member Appointment – Amanda Schwerdtfeger

DATE: March 1, 2016

BACKGROUND:

Amanda Schwerdtfeger has applied to fill a vacancy on the Community Services Board. Her family participates in City programs, and she has an interest in giving back to her community. Amanda is a Clinical Informatics Advisor at Pella Regional Health Center. Amanda, her husband Dan, and three children reside in Pella. Amanda's three-year term will expire on December 31, 2018.

ATTACHMENTS: None

REPORT PREPARED BY: Community Service Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve the appointment.

6. Announce Closed Session pursuant to Iowa Code Chapter 21.5 1 (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

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

NONE

C. APPROVAL OF CONSENT AGENDA

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

1. Approval of Minutes
 - a. Official Council Minutes for February 16, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for February 16, 2016.

Policy and Planning Minutes
February 16, 2016

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

ABSENT: Mark De Jong, Tony Bokhoven

OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 8:15 p.m. The only item on the agenda was a discussion on the Washington Street Parking Analysis. As background, the City Council requested that staff have a traffic engineer review parking and traffic concerns caused by angle parked vehicles along the north side of Washington Street from Main Street to Broadway. Listed below is a summary of the recommendation from Snyder and Associates.

Based on parked vehicles encroaching into travel westbound lane, the low parking demand on the north side, and availability of alternate parking spaces, Snyder and Associates recommends to eliminate on-street parking along the north side of Washington Street between Main Street and Broadway Street. With the removal of parking on the north side, the travel lanes are reconfigured so that parked vehicles on the south side of the road will not encroach into the travel lane.

To compensate for the loss of parking on the north side of Washington Street, the parking spaces on the south side of Washington Street could be oriented to 60° angle as is the existing angle of other on-street angle parking in the central business district. The reconfigured lanes will provide a continuous straight route for through traffic which is provided for through vehicles west on Washington Street and would be concurrent with driver expectations. The existing lane configurations at the intersections of Washington Street with Main Street and Broadway Street should remain the same.

The mid-block pedestrian crosswalk should also be removed. The mid-block crossing is not compliant with American with Disabilities Act standards because of the lack of curb ramps on either side and also steps on the south side between curb and sidewalk. With adjacent traffic signals on both ends of Washington Street, pedestrians should utilize the signalized crosswalks rather than the mid-block crossing and potentially emerging from between parked cars on the south side. With the removal of the mid-block crossing, the no parking area adjacent and in the existing crosswalk on the south side can be used as parking spaces making up for some of the removed parking spaces. The end result is a net loss of 1 space.

After discussion, it was unanimous to remove the parking from the north side. Staff's plan would be to add the sandblasting removal of existing lines and the new painting to a contract that will tentatively be completed sometime in April or May.

The meeting adjourned at 8:23 p.m.

Respectfully Submitted,

Ronda Brown, City Clerk

b. Community Services Board Minutes for January 21, 2016.

COMMUNITY SERVICES BOARD
January 21, 2016

Present: Arvin Van Zante, Stephen Fyfe, Teresa Thompson, April Cutler, and Glenn Steimling. **Absent:** Lauri Amelse.

Staff: Jeanette Vaughan, Mallary Westhoff, Chandler Nunnikhoven, Brenda Ross, and Cynthia Vaske.

Unless otherwise noted, all actions were taken unanimously. Community Services Director Jeanette Vaughan called the meeting to order at 12:07 p.m.

Minutes

Motion by Stephen Fyfe, second by Teresa Thompson to approve the Community Services Board Meeting minutes of December 17, 2015.

Activity Report

Parks Staff will be attending Shade Tree Seminars in February and one of the sessions they will be attending is on oak rot as we are experiencing issues in Big Rock Park. Arvin Van Zante asked whether the emerald ash borer is an issue for the community. Nunnikhoven said it has not been confirmed but that it could be in Pella. Vaughan said the City plans to remove five ash trees per year until there are up to 20 left on City property. These trees will be treated in hopes of saving them. Trees that are removed will be replaced. Aquatic Manager Mallary Westhoff said the Aquatics Department is busy planning an upcoming Princess Mermaid Party at the pool. Thirteen of the available 100 tickets have already been sold even though the event is not until July. Thompson asked about the participant limit. Westhoff said the limit is 100 children per three mermaids. She said the mermaids will be supplied by a company based in Des Moines, Iowa. Thompson suggested having a party geared toward other interests, such as a Star Wars theme. Westhoff said that she knows of a company that offers Marvel superhero parties and will look into it.

Athletic Facility User Group Lease Agreements

Vaughan referred to the Pella Soccer Club (Club) Lease Agreement. She pointed out that the participant league fee per season is \$15.00. Glenn Steimling asked whether the field arrangements have been finalized. Vaughan said yes, the Club will receive the use of a specific number of fields as part of their agreement and that the Club's needs can be discussed yearly.

Vaughan referred to the Pella Tennis Association (PTA) Lease Agreement. She said the City will charge a \$600.00 participant league fee per season. The (PTA) holds two three-week sessions and has a small adult league and the maintenance required is minimal.

Vaughan referred to the Pella Warriors Cricket Lease Agreement. The cricket team's agreement will include a May through August season with a marked cricket field and access to a storage shed. The team league fee per season is \$215.00. She said the City is comfortable with that fee and the level of service it includes. Thompson asked whether the reservations for these facilities will be posted for the public to view. Vaughan replied that schedules will be posted on

site and they will be made available to view online as well. She stressed that the most up-to-date schedules will be those posted online. However, for tennis, the City will have to see how the schedule provided by the PTA is formatted. In all cases if a field or court is not reserved, then it is open for public use. However, the City may block out specific times to mark fields and perform maintenance. Nunnikhoven asked how the City will handle reservation cancellations. Vaughan said users can sign up at www.cityofpella.com to receive text notifications on field conditions and cancellations.

Motion by Van Zante, second by April Cutler to approve the Pella Soccer Club, Pella Tennis Association, and Pella Warriors Cricket Lease Agreements. Vaughan said that Pella Little League has requested a meeting with Fields of Our Future, her, and City Administrator Mike Nardini to voice their concerns about their proposed lease agreement. Pella Little League does not feel that their five and six-year-old players are being treated the same as the older children in the program, due to the younger ones having to play on grass fields. Pella Little League has submitted an altered agreement, which Vaughan will review with Nardini. Vaughan said there are an estimated 650 kids involved in Pella Little League, which highlights the need for two more fields in the community. Thompson asked about the possibility of using the Peace and Independence fields. Vaughan said that city administration and staff are against using those spaces for fields due to safety concerns. She said the new Sports Park was built, in part, because of the safety concerns of some of the in-town ball fields. In response to a question of whether playing on grass is safe, Vaughan replied that the grass will be well-maintained and kept trimmed to an appropriate length. She said Pella Little League was concerned that the balls do not go as far on grass fields when hit. The five and six year-old players will be able to play games fields on Saturdays, so they will still get the real ballfield experience.

Vaughan said another challenge is that Pella Little League prefers to hold games at 6:00 p.m. and that their guidelines state that games for the younger age group cannot be played at 8:00 p.m. Thompson suggested having Pella Little League shorten their playing time. Vaughan said Pella Little League was not in favor of altering their program. The City will allow them to use Caldwell West and Rotary Park fields. She mentioned that the City has spent in excess of \$1,000 on all new bases and anchors for the in town fields in order to accommodate the Little League program. Pella Little League will have access to seven baseball fields, which is the same amount that they had in 2015. Steimling said the amount of interest there is in City facilities is a good problem to have.

Weddings in the Parks Policy

Vaughan referred to the proposed Weddings in the Parks Policy. She said a special event permit is required for those wishing to use the Molengracht for weddings. This policy would tie weddings in parks with shelter rentals so that they can be tracked. There has been a question of whether to allow large tents for events, but staff believes this would restrict the public use of parks. Vaughan said there has been a request to have a wedding in the meadow at Big Rock Park. Staff will work with the patron to ensure the area is mowed prior to the date.

Thompson asked how many weddings are happening on City property. Vaughan said it is hard to know, because people are able to hold weddings without informing the City. Steimling said this policy looks like a good way to keep the events organized. Cutler asked about the rental fees associated with the weddings. Vaughan explained that there is a \$25.00 rental fee per shelter time slot and said that the Molengracht rental fee for events is also \$25.00 per time slot. Steimling suggested having a landing page on the City website for rentals, for ease of finding information and links. Staff will work on streamlining webpages to make finding the information easier. Fyfe asked about holding events in City parks, not just weddings. Vaughan stated that special event permits are required for events held in City parks that are open to the general public.

Motion by Amelse, second by Thompson to approve the Weddings in Parks Policy.

Updates Vaughan said the operating budget for Community Services is the same as last year. Staff did submit a supplemental request to change one PT maintenance position to full time and to change the other PT Maintenance position to two seasonal mower positions. There was also a supplemental request to add two seasonal summer staff to work tournaments on weekends. It is not clear at this point if these will be approved. Vaughan said a part time custodial staff position was requested for the indoor pool, but was denied. She said the renovation created additional cleaning needs for the facility due to an increased number of restrooms and windows.

The new Concession Coordinator position, budgeted last year for \$10.50 per hour, is now posted. This position will handle concession operations for the Pool, Soccer Complex, and the Sports Park. Steimling asked that he be kept updated on available job openings for students.

Vaughan said she did not receive a lot of initial feedback from administration regarding Capital Improvement Plan (CIP) projects that were presented. For the most part they focus on improving existing facilities. With the upcoming Community Center renovation project, the City would like to discuss what projects could be included in a potential bond referendum. The list of potential projects includes an ice skating rink, adding restrooms to parks, etc. Steimling suggested including lines for pickle ball on existing tennis courts as it is a fast growing sport. Vaughan stated that there is a group that often plays pickle ball during open gym on Tuesdays. Vaughan said the City did receive a grant from Walmart to purchase a pickle ball net for the gym. Van Zante asked whether the skate park is included in the CIP projects. Vaughan explained that the skate park would fall under Caldwell Park improvements and is mentioned in the budget narrative. She said the City has received inquiries from a local student who is interested in the state of the current skate park. Vaughan reported that the DeVries family has requested a sand volleyball court be built in Fountain Hills Park this spring. If the City expends any funds, then it would have to go through the budget process. However, if the DeVries family pays 100% of the cost the project may be constructed sooner. However, staff schedules are very tight this spring with the opening of the new complex. She asked the Board if they had any issues with the donation as it would likely be over \$10,000. Van Zante said no, but asked at what point the City will review the DeVries' plans. Vaughan said the City will have to approve how and where the volleyball court is built. Steimling recommended that the volleyball court be placed north to south on the site, to take into consideration the sun's position. Vaughan has contacted a local contractor for pricing.

Van Zante asked whether there were any updates on the Community Center renovation. Vaughan said that the topic will come up in budget discussions. She encouraged the Board to attend the City's budget work session concerning Community Services on February 9, 2016.

Next Meeting

The next meeting is scheduled for Friday, February 19, 2016 at noon in room 204 of the Community Center.

Adjournment

Motion by Van Zante, second by Fyfe to adjourn at 1:07 p.m.

Respectfully submitted:

Cynthia Vaske

January 21, 2016

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 City of Pella's FY 16-17 Annual Budget. No written or oral comments were received. Councilmember Schiebout moved to close the public hearing, seconded by Councilmember Bokhoven. On roll call, the vote was: AYES: Schiebout, Bokhoven, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried.

SUBJECT: Public Hearing and Resolution Adopting the FY 16-17 Budget

DATE: March 1, 2016

BACKGROUND: This resolution approves the proposed FY 16-17 Budget. In February, special budget work sessions were held with the City Council, and the proposed FY 16-17 Budget is the same as previously approved budget as reviewed in the work sessions. Listed below are highlights of the proposed FY 16-17 Budget, which include all City operations:

- The FY 16-17 Budget includes projected revenues of \$45,824,935 and expenses of \$47,673,798. The overall budget has a projected drawdown of fund balance of \$1,848,862, which is attributed to the drawdown of funds from the Pella Business Corridor Fund for the use in reconstruction of Oskaloosa Street and the use of the 2015 electric capital loan proceeds for the improvements to the City's west electric substation.
- For the fifteenth consecutive year, the City's property tax rate will remain at \$10.20 per \$1,000 of taxable valuation or lower. In comparing us to similar sized communities, the City of Pella has one of the lowest tax rates in the State.
- The FY 16-17 Budget includes \$1,517,454 for the full reconstruction of Oskaloosa Street from Prairie to SE 16th and an asphalt overlay from E 3rd to Prairie. This project also involves the lining of the sanitary sewer, replacing water mains as necessary and upgrading the storm sewer system. The total project cost, which is estimated to fall within two fiscal years, is \$3,154,278. To assist in the financing for this project, the City will be utilizing \$1,700,000 of federally allocated regional transportation funding. The remaining funding is expected to be provided by the City's Pella Business Corridor Urban Renewal Area fund which identified the project as an eligible use.
- The FY 16-17 Budget includes \$960,973 for the full reconstruction of Washington Street from E. 1st to Hazel. This project, currently being engineered, follows the electric underground conversion expected to be completed by the spring of 2016. Included in this project is removal and replacement of water and wastewater mains as well as the placement of new storm water intakes and sub drains. The proposed funding for this project is from the City's Pella Business Corridor Urban Renewal Area fund.
- The FY 16-17 Budget includes \$120,000 of funding to replace the communications console and the Records Management System at the Public Safety Complex. The current system is eighteen years old and has limited operational capacity. The proposed new system will allow public safety personnel to access records efficiently, and it will also assist the Police Department in staying abreast of industry standards.
- The FY 16-17 Budget includes \$6,636,000 of funding for continuation of the City's water supply plan. Overall, the Water Supply Plan includes a new Jordan well and a 3.0 million gallon per day (mgd) Reverse Osmosis Treatment Process and improvements to the water treatment plant for an estimated cost of \$14,548,000. This project is expected to be completed by the fall of 2017 and is being financed by the State Revolving Loan program.
- In partnership with Vermeer Corporation, the FY 16-17 Budget includes \$397,500 for the replacement of the water main near the Vermeer Corporate Campus with 5,300 LF of 12" main along with new fire hydrants every 350 to 400 feet. This project will be constructed through the water utility service revenues.
- The FY 16-17 Budget includes continued improvements to the City's electric west substation and north feeder. The total project cost is roughly \$5.3 million and includes transmission, generation, and distribution improvements. This project will allow for connection of the Red Rock Hydroelectric project in the spring of 2017 as well as improve reliability throughout the west and north areas of the City. In December of 2015, the City issued approximately \$4 million in capital loan notes to support the improvements and is expected to be reimbursed approximately \$1.3 million by the Missouri River Energy Services for the generation components of the project.
- The FY 16-17 Budget includes funds to complete the West Central underground conversion project which is estimated to cost \$628,100. The area of the City associated with the project is the Central College area, bounded by Washington Street and University Street, between W. 1st Street and W. 5th Street. This project involves converting the existing 4.2 kV overhead distribution system to a 12.5 kV underground distribution system. By increasing voltages and placing the existing electric distribution line underground, reliability in this area will improve. The City's portion of the project is tentatively scheduled to be completed in the fall of 2016. This project will be funded through electric utility service revenues.
- Personnel initiatives for FY 16-17 focus on public safety through the addition of a 17th officer. The request for the addition of an officer is a result of an increase in police focus on criminal charges. The addition of an officer will provide for adequate time to pursue and resolve these type of cases, which have become more prevalent in the community in recent years. Also, the addition of an officer will allow for the promotion of a current officer to the lieutenant, which will allow for 24/7 supervisory coverage.
There will be a PowerPoint presentation during the public hearing which will outline many of the key points. The detailed FY 16-17 proposed budget book is on file at the Library and City Hall and is available for public review.

ATTACHMENTS: Resolution, Summary Sheet, and Budget Estimate

REPORT PREPARED BY: Finance Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve Resolution

1. b. Resolution No. 5668 entitled, "RESOLUTION ADOPTING THE FY 16-17 ANNUAL BUDGET".

Councilmember Schiebout moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Schiebout, De Jong, Bokhoven, Van Stryland, Peterson. NAYS: None. Motion carried.

E. PETITIONS & COMMUNICATIONS

1. a. Special Event-Resurrected Tin Car Show. Councilmember Bokhoven moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Bokhoven, Schiebout, Peterson, De Jong, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Special Event Permit Request for Resurrected Tin's 37th Annual Car Show

DATE: March 1, 2016

BACKGROUND: The Resurrected Tin Car Club has requested a special event permit for "Resurrected Tin's 37th Annual Car Show" scheduled for Saturday, July 9, 2016 from 6:00 a.m. to 4:00 p.m.

As a part of this request, Resurrected Tin has requested the closing of Main Street between Washington Street and Liberty Street, and Franklin Street between Broadway Street and East 1st Street. The streets would be closed from 6:00 a.m. to 4:00 p.m. on July 9th.

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 Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve special event and resolution.

1. b. Resolution No. 5669 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS "RESURRECTED TIN'S 37TH ANNUAL CAR SHOW". Councilmember Peterson moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Peterson, Van Stryland, Schiebout, De Jong, Bokhoven. NAYS: None. Motion carried.

2. a. Special Event-Kiwanis Easter Egg Hunt. Councilmember Schiebout moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Schiebout, De Jong, Bokhoven, Van Stryland, Peterson. NAYS: None. Motion carried.

SUBJECT: Special Event Permit for Kiwanis Easter Egg Hunt

DATE: March 1, 2016

BACKGROUND: The Pella Kiwanis Club has requested a Special Event Permit for the "Kiwanis Easter Egg Hunt" on March 19, 2016. The event starts at 10:30 a.m., with set up/take down time scheduled from 8:00-11:15 a.m. The event is scheduled to take place in the grassy areas on the south side of Central Park near the Tulip Toren. Rain date is scheduled for March 26, 2016 at the same time and place. In the past, this event has had approximately 300-400 children participating.

As part of this event, the Kiwanis Club has requested the reservation of approximately 4 parking spaces on the north side of the 700 block of Franklin in front of the Tulip Toren for the Big Red Radio.

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 Head Comments, Map

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: City Administrator

City Clerk

RECOMMENDATION: Approve permit and resolution.

2. b. Resolution No. 5670 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH THE SPECIAL EVENT KNOWN AS "KIWANIS EASTER EGG HUNT". Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Bokhoven. NAYS: None. Motion carried.

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

NONE

H. RESOLUTIONS

NONE

I. ORDINANCES

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

1. Ordinance No. 906 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA BY AMENDING CHAPTER 165, ZONING ORDINANCE, 165.33 BY AMENDING THE PROVISIONS PERTAINING TO HIGHWAY 163 BYPASS SIGNAGE." (This item was tabled on February 16, 2016.) There was no motion made. Therefore, the item remains tabled.

SUBJECT: Ordinance Amending Zoning Regulations, 165.33 Sign Regulations by Amending the Provisions Pertaining to Highway 163 Bypass Signage

DATE: March 1, 2016 (This item was tabled on February 26, 2016.)

BACKGROUND:

The City Council in 2004 amended the City Code to permit up to 60 foot pole signs for food, fuel and lodging uses located within a 1,600 foot radius of the Highway 163 interchanges at Washington Street, Clark Street and the County line. Prior to this amendment, the maximum height for a pole sign was 15 foot. As background, this code amendment was driven by visibility concerns at the Clark Street and Highway 163 interchange. Specifically, it was felt businesses in this area needed to have signs in height of 60 feet in order to be visible from Highway 163. However, over the twelve years since this amendment has been in place, the tallest constructed at these interchanges was 30 feet. Furthermore, Dairy Queen was recently approved for a 40 foot pole for their new restaurant located in the vicinity of Clark Street and Highway 163.

Since businesses over the last twelve years have only requested to construct pole signs up to 40 feet in height, staff discussed this issue with Council during Policy and Planning on November 17, 2015. Specifically, the concern with the current maximum height of sixty feet for pole signs does not appear to be needed by businesses. Furthermore, tall signs have traditionally been viewed as contrary to the City's zoning ordinance and gateway zoning districts. For comparison purposes, staff inquired with three comparable communities who abut Interstates 80, 35, and 235. Listed below is the maximum sign height each of these communities allow for businesses located in the vicinity of an interstate interchange:

	Maximum Sign Height	Maximum Sign Area
West Des Moines	30 ft.	100 sq. ft.
Urbandale	50 ft.	300 sq. ft.
Clive	30 ft.	100* sq. ft.
Pella	60 ft.	180 sq. ft.
Average without Pella	36.6 ft	166.66 sq. ft.

* Allows business owners who own 25 acres of land and have 1,000 linear feet of frontage abutting the interstate to construct a monument sign of 30 feet in height and up to 750 square in area.

After discussing this issue, Council directed staff to solicit feedback from the Community Development Committee and Planning and Zoning on this issue. For these two committees, staff proposed a draft ordinance which would limit the size of a pole sign constructed at a Highway 163 interchange to 40 feet, which was the tallest sign any business has requested over the past twelve years.

Listed below is a summary of the proposed sign code amendment:

Current Hwy 163 Sign Height Limitations

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

Proposed Hwy 163 Sign Height Limitations

- A sign area of up to 120 square feet for signs 40 feet in height.
- A sign area of up to 90 square feet for signs 30 feet in height.
- Signs less than 30 feet in height shall be limited to a maximum sign area of 50 square feet.

Committee Actions

The Community Development Committee (CDC) at their December 9, 2015 meeting voted 8 to 0 to recommend approval of the ordinance.

The Planning and Zoning Commission at their January 25, 2016 meeting voted 9 to 0 to recommend denial of the ordinance. Due to the fact the Ordinance amendment was denied by the Planning and Zoning Commission, a super majority of Council, three-fourths (3/4) or 5 out of 6 of the members, is required to approve this ordinance per 165.38.

At the Council meeting on February 16, 2016, Ordinance No. 906 was tabled to allow representatives from the Community Development Committee and Planning and Zoning to meet to further discuss the bypass signage issue.

ATTACHMENTS: Ordinance; Highway 163 Bypass Sign Graphic

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDATION: Table Ordinance until representatives from CDC and P&Z have met for further discussion on this topic.

2. Ordinance No. 907 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 69 PARKING REGULATIONS." Councilmember Van Stryland moved to place Ordinance No. 907 on its first reading, seconded by Councilmember De Jong. On roll call the vote was: AYES: Van Stryland, De Jong, Bokhoven, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Washington Street Parking

DATE: March 1, 2016

BACKGROUND: Due to traffic flow concerns, the City contracted with Snyder and Associates to complete a traffic analysis of Washington Street between Broadway and Main Street. During the February 16, 2016 Policy and Planning meeting, the City Council discussed the recommendations made by Snyder and Associates. At the conclusion of the meeting, Council directed staff to proceed with an ordinance adopting the recommendations made by Snyder and Associates.

This proposed ordinance encompasses the recommendations of Snyder and Associates to improve the traffic flow on Washington Street from Broadway Street to Main Street. Listed below is a summary of this ordinance's proposed changes.

- The seven parking spaces on the north side of Washington Street between Broadway Street and Main Street will be removed.
- Parking spaces on the south side of Washington Street from Broadway Street to Main Street will be reconfigured from a 45 degree to a 60 degree angle. This reconfiguration will add approximately six parking spaces on the south side of Washington Street and will compensate for the removal of parking spaces on the north side of Washington Street.
- With the removal of parking on the north side of Washington Street, the west to east road lane will be reconfigured to a straighter continuous path than currently exist.
- Due to safety concerns, the mid-block pedestrian crosswalk on Washington Street between Broadway Street and Main Street will be removed.

The above changes allow for the removal of the left-right wave in the roadway, widen travel lanes, and result in a net loss of only one parking space for the entire length of the block.

It should be noted, if Ordinance No. 907 is approved, the sandblast removal of existing lines and the painting of new parking and travel lines is scheduled to be completed in April or May dependent upon weather conditions. Therefore, this ordinance would become effective after its final passage, approval, publication, and completion of the parking and travel lane reconfigurations.

ATTACHMENTS: Ordinance; Snyder and Associates Traffic Analysis

REPORT PREPARED BY: Robert A. Bokinsky, Chief of Police

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDATION: Approve ordinance.

J. CLAIMS

1. Abstract of bills No. 1954. Councilmember Schiebout moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Schiebout, Van Stryland, Peterson, De Jong, Bokhoven. NAYS: None. Motion carried.

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

Comments were received and addressed. Councilmember Bokhoven reported on information from local banks concerning 30 year mortgages on residences close to a gas station. Councilmember Schiebout moved to accept the information into public record, seconded by Councilmember De Jong. On roll call the vote was: AYES: Schiebout, De Jong, Bokhoven, Van Stryland, Peterson. NAYS: None. Motion carried.

L. CLOSED SESSION

1. At 7:42 p.m., Councilmember Peterson moved to enter into closed session pursuant to Iowa Code Chapter 21.5 1 (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, seconded by Councilmember De Jong. On roll call the vote was: AYES: Peterson, De Jong, Bokhoven, Van Stryland, Schiebout. NAYS: None. At 8:15 p.m., Councilmember De Jong moved to reconvene to regular session, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: De Jong, Van Stryland, Schiebout, Peterson, Bokhoven. NAYS: None. Motion carried. No action was taken regarding this closed session.

M. ADJOURNMENT

There being no further business claiming their attention, Councilmember De Jong moved to adjourn, seconded by Councilmember Peterson. On roll call the vote was: AYES: De Jong, Peterson, Bokhoven, Van Stryland, Schiebout. NAYS: None. Motion carried. Meeting adjourned at 8:17 p.m.

Policy and Planning Minutes
March 1, 2016

PRESENT: Mayor Jim Mueller, Mark De Jong, Tony Bokhoven, Harold Van Stryland, Bruce Schiebout, Larry Peterson

ABSENT: Dan L. Vander Beek

OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 8:17 p.m. The only item on the agenda was a review of several current City of Pella fees. As background, during the FY 16-17 budget review session, Council noted the desire to review fees associated with false alarms. Staff did research and found that the City’s false alarm rates are near the bottom of the surveyed communities.

Based on the surveyed numbers and the City’s desire to cover costs associated with false alarms as well as put in place incentives to avoid repeated false alarms, staff recommended that Council consider the following proposed rates:

First and Second False Alarm:	No Charge
Third through Fifth False Alarm:	\$50.00 each
Fifth through Tenth False Alarm:	\$100.00 each
Eleventh and thereafter:	\$150.00 each

The Fire Department believes the fee increase is justified. After discussion, staff was directed to proceed with the proposed rates.

Another rate reviewed was that of the Peddler-Transient Merchant Permit – Chapter 122. The City’s rate is again relatively low when compared to surveyed communities. In addition, the Pella City Code states that for a business who has been classified as a transient merchant during the previous two consecutive years, there shall be no fee, provided the business meets the following criteria:

1. The business has not changed its name, ownership or location during the previous two consecutive years.
2. The business has not changed the goods, wares, property, services or merchandise offered for sale during the previous two consecutive years.
3. The business has not had its permit revoked or suspended during the previous two consecutive years.

In order to ensure equitable treatment for those who operate brick and mortar businesses within the city limits and also to ensure administrative and enforcement time is recovered, staff recommended the following amendment to the fee structure for peddler-transient merchant permits as well as the removal of the exception for those merchants who have operated for two consecutive years:

	Current Fee	Proposed Fee
Application Fee:	\$25.00	\$ 25.00
Daily Permit:	\$ 5.00	\$ 25.00
Weekly Permit:	\$15.00	\$ 75.00
Monthly Permit:	\$30.00	\$150.00
Seasonal Permit:	\$50.00	\$300.00

After discussion, staff was directed to proceed with the proposed fees.

The final fee reviewed was for a returned electronic payment or returned check. The current policy of the City is to charge residents a \$13.00 fee when the City is notified of a returned electronic payment or returned check. Given the bank fees and, more importantly, the staff time necessary to process insufficient funds notifications, staff recommended Council consider adopting the following policy which would fall under Chapter 9 of the Pella City Code: "The charge for a returned electronic payment or a returned check shall be the maximum amount allowed under Iowa Code Chapter 554.3512. Returned items must be redeemed with cash, certified bank check or money order."

The current maximum for insufficient fund fees as set by State Code Chapter 554.3512 is \$30, which would be adjusted in the future when and if state code is ever amended. After discussion, staff was directed to proceed with the proposed return check fee.

All of the proposed fees listed above will be presented as an ordinance change for consideration at the March 15, 2016 Council meeting.

The meeting adjourned at 8:37 p.m.

Respectfully Submitted,
Ronda Brown, City Clerk

Planning and Zoning Commission
Regular Meeting
January 25, 2016

- 1) The meeting was called to order at 7:00 p.m.
- 2) Roll Call.
Present: Craig Agan, Jim Danks, Cathy Haustein, David Landon, Bob Smith, Mike Vander Molen, Gary Van Vark, Ann Visser, Teri Vos.
Absent: Ervin Van Wyk.

Others Present: Greg Ebeling, Robert Vos, George Wesselhoft.
- 3) Approval of Minutes. The minutes of the January 11, 2016 special meeting were approved as submitted.
- 4) Public Hearing on Ordinance Amending Zoning Regulations, 165.33 Sign Regulations by Amending the Provisions Pertaining to Highway 163 Bypass Signage.

No written or oral comments were received.

- 5) Ordinance Amending Zoning Regulations, 165.33 Sign Regulations by Amending the Provisions Pertaining to Highway 163 Bypass Signage. The City Council in 2004 after extensive review by ad hoc sign committee 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 previously were the only uses that have utilized this option and they opted to only go up to 30 feet for maximum height. Recently Dairy Queen was approved for a 40 foot pole sign at their new business location. In light of businesses only opting or considering 30 or 40 foot tall signs, staff sought Council direction as to whether this ordinance provision should be amended to limit the maximum height to 40 feet. City Council at the November 17 Policy & Planning meeting directed staff to prepare the ordinance amendment.

The Community Development Committee at their December 9, 2015 meeting recommended approval of the ordinance amendment.

Gary Van Vark stated that they went through a lot of turmoil getting it done the first time to put up the 60 foot sign and just because nobody has used that up to this point he does not think it is necessary that we really change this; someone could very well come down the road, do something and their corporate structure might be to have a sign that is 60 feet. Why then will we have to go back to change the ordinance again to make it possible because we obviously will change our mind again. He stated he cannot support it. He realizes that Council has directed but that does not mean we have to approve it or be in favor of it. Mr. Van Vark thinks there is a good chance someone will come down the road such as the east side at the county line and they will want a tall sign over the hill. He stated he is not going to vote for it.

David Landon questioned whether it was staff that brought it to Council and made the suggestion to consider the ordinance.

George Wesselhoft explained that it was brought before the Council at Policy & Planning and conveyed that no one has done the taller signs and asked whether they would want to keep the ordinance the same or amend the Code.

Cathy Haustein asked if there was an aesthetic concern that the big signs are ugly or that they do not fit in with the town as she does not understand.

Mr. Wesselhoft responded that one potential concern would be that since no one has done a 60 foot tall sign it might be jarring because no one has done it.

Craig Agan asked if there was no uproar about this issue.

Mr. Wesselhoft responded there has been no uproar and when the Community Development Committee approved the ordinance in December the approval for the Dairy Queen 40 foot tall sign was on the same agenda.

Mr. Van Vark stated let the City Council use their supermajority voting capability and override the Commission if they want to do it that way.

Mike Vander Molen stated he agrees with Mr. Van Vark and sees this as a solution to a problem that does not really exist and he does not understand it at all.

David Landon made a motion to recommend to deny the proposed ordinance amendment. Gary Van Vark seconded the motion. There was further discussion on the ordinance. Upon vote, all voted yes. Motion carried 9 to 0.

- 6) Site Plan for the Pella Community School District. The Pella Community School District is proposing building addition, parking modifications and detention for

the existing high school facility. The building addition would be 18,714 square feet in size.

Gary Van Vark asked Mr. Ebeling in a nutshell what the new building addition consists of.

Greg Ebeling explained that the biggest part of the addition would be a new student center with new lunch room which will hold about 350 students compared to 250 students currently, so it will move them to a two period lunch section instead of a three period lunch. Because they are going out that way that is where the weight room is so the fitness room and weight room have to be moved. It will wrap around the east gym. There will also be a new prep area where students receive their lunch and two new lockers rooms. Essentially locker rooms, student lunch area, and fitness room and wrestling room.

Bob Smith asked whether they will have to raise the grade there.

Mr. Ebeling yes that it will stay the same grade until it reaches a certain point then it will change.

Gary Van Vark asked if the Ag department and shop has been moved into the Career Academy.

Mr. Ebeling responded yes, anything that was in this facility has now been moved and after this addition is made then the art room will be where the current lunch room is.

Gary Van Vark made a motion to approve the site plan. Bob Smith seconded the motion. Upon vote, all voted yes. Motion carried 9 to 0.

- 7) Other Business. Mr. Wesselhoft briefly reviewed the 2015 Development Report.
- 8) The meeting was adjourned at 7:20 p.m.

Respectfully submitted,
George Wesselhoft
Planning and Zoning Director

Community Development Committee
Regular Meeting Minutes
January 13, 2016

1.) Call the Meeting to Order

The meeting of the Community Development Committee was called to order by Chairperson Patsy Cody at 5:30 p.m.

2.) Roll Call.

Members Present: Jerry Brummel, Patsy Cody, Phil Groenendyk, Ginny Moore, Lori Parisee, Dennis Vander Beek.

Members Absent: Linda Groenendyk, Mike Kiser, Jody Lautenbach, Wayne Stienstra, Robyn Van Berkum.

Others Present: George Wesselhoft – Director of Planning and Zoning, Jerry Byers – CDC Secretary, Jim and Brenda Sperr – Dairy Queen.

3.) Design Manual Change for LED Colors

Dairy Queen as part of their corporate branding is proposing blue LED lighting for their new restaurant building. The Design Review District Design Manual only permits white or non-colored LED lighting for buildings. The Dairy Queen is requesting an amendment to the Design Manual to permit blue LED building lighting.

Jim & Brenda Sperr passed around photos showing the blue led lights that attach to the architectural eyebrow at the north and west side of the building.

Secretary to the Committee Jerry Byers stated to the committee that they were to make a either make a recommendation to the City Council for a change to the Design Manual or not, depending on the committee's decision.

Chairperson Cody informed the rest of the Community Development Committee and the Sperrs that in the past, the committee has always said no to neon and only allowed white accent lighting.

Mr. Sperr informed the committee that the blue was the corporate color for Dairy Queen and a part of their corporate look. He continued by indicating that where on the building the lighting would occur.

Mr. Wesselhoft informed the committee that it would be a change to the Design Manual to allow colors or just blue. He continued by stating that there would be a design permit with any application for an architectural design element and that the committee was just changing the Design Manual to allow for it if that is the decision. Then the committee would have the opportunity to review the element on a case-by-case situation.

Ms. Moore stated that when Applebee's asked for the red lighting for their corporate image, the committee elected to deny their application because the committee had said white only. The committee also denied blue lights for Holiday Inn architectural feature.

Ms. Moore felt that the committee set a precedent for not allowing color in lights.

Mr. Vander Beek agreed with Ms. Moore but asked at what time do you make changes to reflect new design?

Discussion ensued.

Ms. Sperr asked if there was a difference between someone wanting a color on lighting and the colors for a corporate franchise.

Mr. Groenendyk made the comment that each site should be made on a case-by-case basis. He continued by saying that he understood if the downtown was all white lights.

Phil Groenendyk made a motion to recommend to City Council to amend the Design Review Manual to allow blue or white lights and to review each request on a case-by-case basis for businesses outside the Central Business District (CBD).

Jerry Brummel second the motion.

Upon vote, Brummel – yes, Cody – yes, Groenendyk – yes, Moore – no, Parisee – yes, Vander Beek – yes. Motion passed 5 to 1.

4.) Election of Officers

Discussion ensued concerning election of officers.

Jerry Brummel made a motion to elect Patsy Cody as Chairperson and Ginny Moore as Vice Chairperson.

Lori Parisee seconded the motion.

Upon vote, motion carried.

Patsy Cody will be committee Chairperson for 2016 and Ginny Moore will serve as Vice Chairperson.

The Design Sub-committee consists of Dennis Vander Beek, Ginny Moore, and Lori Parisee.

The Sign Sub-committee consists of Patsy Cody, Robyn Van Berkum, and Jerry Brummel.

5.) Approval of Minutes

Approval of the minutes of the December 9, 2015, Regular Meeting.

The minutes were approved as submitted.

6.) 2015 Design and Sign Permit Summaries

There was no discussion concerning the design and permit summaries.

7.) Other Business

There was no other business.

8.) Adjourn

Chairperson Cody adjourned the meeting at 6:25 p.m.

Respectfully submitted.
Jerry Byers
Building Official

Board of Adjustment
Meeting Minutes
December 14, 2015

1.) Call the meeting to Order

Chairperson Jim Corbett called the meeting of the Board of Adjustment to order at 6:00 p.m.

2.) Roll Call.

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

Members Absent: No members were absent

Others Present: George Wesselhoft – Planning and Zoning Director, Jerry Byers – Board Secretary, Mike Nardini – City Administrator, Gary Van Vark, Denny Van Zante, Ed Pelds, Katherine Seekamp, Joe Seekamp, Sherri Seekamp, Caleb Woods, Mikal Woods, Nancy Van Roekel, Eileen Hiemstra, Rich Hiemstra, Steve Woodhouse, JoAnne Dyar, LeAnne Krell, Dennis Vander Beek, Joyce Vander Beek, Joan Haman, Ken Haman, Laura Nieboer, Jim Nieboer, Jan Erichen, Jennifer Spotten, Dan Spotten, Bernice Van Gorp, Sandie McDaniel, Candace DePenning, Scott DePenning, Michael Robinson, Chris Robinson, Lynn Branderhorst, Nick Branderhorst, Dody Boat, Josh Cowman, Ann Visser, Cathy Haustein, Robin Vos, Jon DeNooy, Dan Comstock, David Kermode, Rhonda Kermode, Monica Newendorp, Vince Newendorp, Payson Nossaman, John Vander Wert, Sayne Stienstra, Jacquieline Hale, Dan Houser, Mark DeJong, Don Andie, Kris Andie, Fred Kreykes, Dennis Vander Horst, Angie Viersen, Arla Rietveld, Chris Brown, Willie Van Essen, Robert Van Essen, Emely Wiersma, Bret Wiersma, Lance Van Zee, Aaron Vander Meiden, Byron Vander Meiden, Kyle Winward, Bruce Boertje, Daryl Gates, Nate Vander Struck, Larry Peterson, Derek Bradford, Shelley Jean Bradford, Verna Van Dyk, Merlin Van Dyk, Bruce Thompson, Keith Van Nimwegen. *(Others were present)*

3.) Welcome new member

Chairperson Corbett welcomed new Board of Adjustment Member Jane Smith.

4.) Approval of Agenda

Lyle Vander Meiden made a motion to approve the agenda as submitted. Glenn Van Wyk seconded the motion. Upon vote, all voted yes. The agenda was approved.

5.) Approval of Minutes

John Van Den Berg made a motion to approve the Minutes of the November 9, 2015 meeting as submitted. Vince Nossaman seconded the motion. Upon vote, all voted yes. The minutes were approved as submitted.

6.) Public Hearing on a variance application by Casey's Marketing Company.

Public Hearing on Variance Application by Casey's Marketing Company Concerning a Site Plan for a Proposed New Convenience Store (Casey's General Store) Located at 505 – 513 main Street & 705 Union (Legal description: Lot 1, except the West 70.00 feet thereof, and all of Lots 4 and 5 in Block 61 in the City of Pella, Iowa).

Chairperson Corbett explained to the audience that Casey's first has a chance to explain why they are requesting a variance. Then the microphone will be open for public comments. He continued by asking that everyone state their name and address and limit comments to three minutes.

Chairperson Corbett asked if there were any written comments.

Jerry Byers, secretary to the Board told the Board that there were 10 sets of written comments. Darrell and Karen Dobernecker, Brenda Munson, Eileen Hiemstra, Bruce Boertje, Adam and Jacqueline Hale, Citizen Petition, Don Andre, Keith Van Nimwegen, Dave and Rhonda Kermode, Verna Van Dyk. *(Attached)*

Chairperson Corbett asked for a motion and a second to enter the comments into the record.

Mike Vander Wert made a motion to enter the written comments into the record.

Karissa Hastings seconded the motion.

Upon vote, motion passed 9 to 0.

Chairperson Corbett opened the floor to public comments.

Ed Pelds, of Pelds Engineering Company, representative for Casey's Marketing Company spoke to the Board concerning building a new Casey's General Store.

Mr. Pelds, spoke about the lot being a dual frontage lot and the issue with not being able to put the parking to the rear of the store.

He continued by explaining how by moving the building to the rear of the lot would keep parking, lighting, canopy and other element to the front of the store and create a buffer from residential neighbors.

He stated that Casey's is trying to be good neighbors and still have the best use for this site.

Vince Nossaman asked the question, "if the request for variances are denied, does Casey's have a plan B", "and are they prepared to re-configure the building that would meet the zoning for the property and build on that property?"

Leanne Krell, Assistant General Counsel for Casey's General Stores, Inc., stated that the use was zoned correctly and Casey's is asking for variance for several reasons. If Casey's turn the building any other direction, we have concerns about buffer to the neighborhood, and safety concerns with the operation of a Casey's store.

She continued by stating that Casey's did not have an option B or one that suits that property.

Mr. Nossaman indicated that he just wanted to make sure that if the variances were denied, that there wasn't another option on the table and that the Board was not saddling the neighbors with a bigger problem by denying the variances.

Mr. Nossaman continued by telling the audience that it is possible to configure a building on that property that by denying the variances that they could have bigger issues.

Ms. Krell stated that they have had their engineers and draftsmen look at other options for the building, but that there were still other issues with buffers and safety for their industry.

Mr. Nossaman asked Robert Benton, City of Pella attorney, if Casey's does configure a building on the lot that meets all of the zoning requirements, do the citizens have any other process to challenge the project?

He continued by stating that if the Board denies the variances that Casey's may develop a plan B, even though they may not have one at this time. He asked if there is any other recourse that the people may have concerning that they just don't want a Casey's as a neighbor.

Mr. Benton, stated that at this time, Casey's is saying they do not have a plan B. He continued by saying that there is a way for Casey's to not have to ask for a variance.

Ms. Krell stated that the ground is zoned properly and that Casey's can build without asking for a variance. But to build the building as they currently can, would not be as friendly to the neighborhood as the building design they are asking the variances for.

Mr. Benton indicated to the audience that there could be other businesses that could build on the lot other than a Casey's. These other businesses could build without needing to come and ask for a variance.

Casey's could absolutely put their store in that location stated Ms. Krell; They don't think it would be the right thing to do given the neighborhood, they want to do this right, well, and something good for the community.

John Van Den Berg asked what their hardship would be and if they are closing other stations.

Ms. Krell stated that they are proposing to close three stations and their employees are aware of that, and Casey's wants to put the new store to replace those three to better serve the needs of the City.

Chairperson Corbett opened the floor to Pella Citizens.

Don Andre, 601 W. 1st, spoke about how unregulated growth contributed to problems. He gave a list of his concerns for the City and the property in question.

Jim Nieboer, 514 Broadway, indicated he was a safety manager and that he worked in risk management. He expressed concern about safety issues associated with the proposed building and the neighborhood.

Rhonda Kermode, 510 Broadway Street, had concerns about the hardship going to the land owner, not the applicant. She continued by stating that a reasonable profit was due the land owner but not the maximum profit. She stated that the hardships associated with the property were of the making of the land owner and Casey's.

Ms. Kermode continued by stating the hardships that would be bestowed upon her own property by having a "Super Casey's" in her back yard. She submitted pictures of Casey's in neighboring towns into the record. *(Attached)*

Chairperson Corbett asked Legal Counsel to explain how Casey's is able to apply based on them not owning the property.

Mr. Benton stated that they have a property interest that allows them to come before the Board to ask for a variance.

Mr. Nossaman asked if the variance, if approved, would stay with the property.

Mr. Benton stated that he thought that the variance would not stay with the property due to the differences in projects with another entity.

There was more discussion about the variance process.

Joan Haman, 707 Union, made note of the 1112 signature petition that asked the Board of Adjustment to deny the variances. She commented on Sherman Hills and Valley Junction in Des Moines as examples of historical areas. She also stated that a Casey's would bring down the property values for the houses and that there was going to be a vote at Council concerning a moratorium on Gateway corridors.

Chairperson Corbett asked about the moratorium.

Mr. Wesselhoft informed the audience that the moratorium only pertains to single family and two family homes. Commercial construction, as long as they met City codes, would not be affected.

Mr. Corbett asked Mr. Wesselhoft to address the use and appropriateness of commercial zoning along Main Street.

Mr. Wesselhoft continued by stating vehicle service use and food sales convenience were a permitted use.

Mr. Corbett asked about the Comprehensive Plan and the Gateway Corridor.

Mr. Wesselhoft went on to say that after talking to the City Attorney, the Comprehensive Plan is just a guide and not binding for a developer.

Ken Haman, 707 Union, talked about his hardship of having a Casey's next to his house would be imposed by others. He continued that the Vander Beek Trust bought the properties on speculation so if he has a hardship, which would be self-imposed.

Eileen Hiemstra, 807 W. 2nd Street, had concerns that this variance would set a precedent along Main Street and that it would go against current zoning, the Gateway Overlay District and the Comprehensive Plan for the City.

Laurie Nieboer, 514 Broadway, informed the audience that she was a customer of Casey's and that she didn't have any problems with Mr. Vander Beek developing the properties along Main Street. However, she did feel that there could be a better use for the property in question other than building a Casey's there. She went on to talk about the Gateway Overlay District and about how beautiful and quaint the city is.

Mr. Nossaman spoke to the fact that something worse could be built on the property.

Wayne Stienstra, 1019 Park Lane, commented that he owns a historic home on the National Register, and that he is on the Community Development Committee and that once you grant an exception, the exception usually becomes the rule.

Michael Robinson, 513 Broadway, stated that he bought gas at Casey's because all of the little businesses were run out by big Casey's. He continued by saying he had seen multiple variances approved over the years and that communities are trying to get back

what they once had. He continued by stating that he was afraid of losing historic buildings to new development.

Mr. Robinson continued with concerns over property rights and that the houses that were on the property were part of the actual fabric of Americans. He said that if progress was not watched we would end up with blighted neighborhoods.

He asked the question why we have zoning as this is an inappropriate place to put a Casey's. He continued by stating there are other places in Pella to put a convenience store.

Doty Boat, 915 Elm Street, asked if the building permit had been issued.

Mr. Byers confirmed that it had not been issued.

Ms. Boat said that Casey's could just turn around and leave.

Kaleb Woods, 610 Peace Street, area supervisor for Pella and Knoxville, commented that the building in question is not a Mega Casey's, or a Super Casey's but a standard Casey's store. He continued by stating that a new store would provide restrooms for Tulip Time, would help with traffic around the square, provide area for delivery trucks, better parking for customers and allow more room for inventory in the stores.

Mason Ouderkirk, Ouderkirk Law Firm, Indianola, Iowa, represent David and Rhonda Kermode, commented that he would not go over again all of the issues presented. He did address that the need is to focus on the property in question. He talked about hardship for the owner of the property and if there was one. He did comment that another building for Casey's or another business could go in and comply with the Gateway Overlay. He stated what the board needed to address if they wanted a building that did not comply with the setbacks as the other buildings along the block.

Mr. Ouderkirk continued by stating that Casey's submitted a case in Iowa called Greenawalt vs Dubuque regarding hardship and use of the property.

Mr. Ouderkirk went on to talk about hardship.

Chairperson Corbett asked Legal Counsel about the criteria for meeting hardship.

Mr. Benton said he would take a moment and read City of Pella Code concerning zoning hardship.

Ms. Krell stated there were two types of variances that boards look at. One being use and the other being dimensional. They are not asking for a use variance because the property is zoned commercial. They are asking for a variance on the dimensions and setbacks of the property. The use is permitted, but is there a hardship for this particular lot due to safety and being a corner lot.

She also addressed the statements of a Mega Casey's or a Super Casey's, or a truck stop. It is a standard Casey's. We are not going to see a lot of truck traffic. She continued by saying there are Casey's in historic areas. They have one in Valley Junction and Galena, IL. and are used to working with historic areas.

Michael Robinson spoke that he doesn't want any Casey's there.

Arla Zanten, 2506 Scholte Straat, concerned about safety, and that the variance would make things safer. If they don't get the variance, and decide to build, would they have all these safety issues?

Allis DeJong, 514 W. 3rd Street, also expressed concerns about safety and traffic turning on Main Street.

Bob Van Essen, 511 Broadway, stated he does not want this to happen.

Joe SeeKamp, 507 Broadway, we don't want Casey's anywhere around due to driving down property prices.

Randy Lunsford, 507 W. 1st Street, started off by asking how everyone knows that a new Casey's would drive down property prices. He commented that there is a 1000 signatures, yet there are 9000 others who could want a new Casey's.

There was discussion on property values.

Kyle Windward, 603 Peace Street, stated that it was ironic that Casey's keeps presenting about safety. He indicated that he has daughters that walk to the Library and Community Center and yet know there will be more traffic. He asked about turn lanes and crosswalks.

Scott DePenning, 1009 Broadway, talked about Comprehensive Plan. He stated that he has a hard time seeing a Casey's fit the Comprehensive Plan for that neighborhood.

Keith Van Nimwegen, 503 Main Street, (owner) said the Casey's in Valley Junction is half the size of the Casey's they want to build here.

Dan Comstock, 610 Huber Street, said he had heard a lot of concerns about safety issues.

Mr. Comstock told a story about walking along Oskaloosa Street and vehicles running the lights at the corner of Oskaloosa and Clark coming out of the Casey's on the corner. He continued about concerns with traffic.

Ed Pelds, Pelds Engineering, addressed traffic issues with controlled choke points and two distinct exits from the store. He commented that you want people to exit onto the street instead of exiting from an alley.

The public hearing was closed.

7.) Variance Application by Casey's Marketing Company – street side yard parking.

Variance Application by Casey's Marketing Company Concerning a Site Plan for a Proposed New Conveyance Store (Casey's General Store) Located at 505 – 513 main Street & 705 Union (Legal description: Lot 1, except the West 70.00 feet thereof, and all of Lots 4 and 5 in Block 61 in the City of Pella, Iowa).

Variance A. – Table 165.12-3 Summary of Site Development Regulations CUC District Maximum amount of Total Parking located in the Street Yard of 35 percent. Casey's proposed 100 percent of parking in street yard.

Vince Nossaman said he would make a motion. He read the criteria from the report, "The authorization of the variance will not be of substantial detriment to the adjacent property and the character of the district will not be changed by granting of the variance".

Mr. Nossaman continued by asking City of Pella Legal Counsel, if he would need to read every criteria or could he have a blanket statement for the motion.

Mr. Benton informed Mr. Nossaman that now was not the time to leave anything unsaid.

Mr. Nossaman continued, "I appreciate everything Casey's has done in trying to produce a plat that would be safe for the City of Pella". He continued, "It is kind of a unique location, but yet not as there are other locations in the corridor that would be a corner lot that would have the same problems that you got. While you have done your best to have something safe and convenient for everyone I still don't think that it is the only option on the property. That you could do something else there too".

Mr. Nossaman said he was going to make a motion to deny the variance. He continued by saying " I feel that by granting a variance would have an extreme hardship on the adjoining properties and that I do believe that property values will go down on properties adjacent to this in the immediate vicinity of it".

"I do think that all of the other business in that area are going to have to play by the same rules. I don't think that it is asking something special that isn't asked of all of the other properties that are going to be built or have been built, using Leighton State Bank as an example."

"I do think that by granting it we are pushing the envelope and setting a precedent to the properties that are of a similar nature. That once we grant this to Casey's we are leaving the door open to precedent."

Mr. Nossaman made a motion to deny the variance.

Mike Vander Wert seconded the motion.

Upon vote, motion to deny passed 9 to 0.

8.) Variance Application by Casey's Marketing Company – parking areas to side or rear.

Variance B. – 165.18 (1) (B) Parking areas shall be located along the side of the buildings or in the rear of the building. Casey's proposed parking in the front of the building.

Lyle Vander Meiden made a motion to deny using the same criteria as the first motion.

Merlan Rolffs seconded the motion.

Upon vote, motion passed to deny, 9 to 0.

9.) Variance Application by Casey's Marketing Company – maximum building setback.

Variance C. - 165.18 (1) (D) (1) The maximum building setback from the public right of way shall be based on the average of setbacks within 200 feet (composite 16' 4" plus or minus) or 20 feet, whichever is less. Casey's proposed 118 foot front setback.

Lyle Vander Meiden made a motion to deny based on the same criteria.

Glenn Van Wyk seconded the motion.

Upon vote, motion passed to deny, 9 to 0.

10.) Other Business

Mr. Vander Meiden spoke to the audience and thanked everyone in the audience and applauded their input and the process. He spoke about the uniqueness of Pella and about pride and ownership in the community and the process of government in a community.

11.) Adjournment

The meeting adjourned at 8:20p.m.

Respectfully submitted,
Jerry Byers
Building Official

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Printed Name	Address	Signature
Lindsay Miller	303 Franklin	Lindsay Miller
Bob Owens	309 FRANKLIN STREET	Robert L. Owens
Lori Broogdon	404 Franklin St	Lori Broogdon
MIKE JAWERS	404 FRANKLIN	Mike Jowers
Brechen Poren		
Brody Doren	615 East 2nd St.	
WILLIAM HOLT	609 E 2nd St	William Holt
ENICE HOLT	609 E 2nd ST	Enice Holt
Courtney Munch	603 E. 2nd St.	C. Munch
HARRY KOOPMANS	508 WASH ST	Harry Koopmans
MELVIN J BOLLINGER	510 WASH ST	Melvin J Bollinger
Betty Bollinger	510 Washington	Betty Bollinger
Sandra McBeth	512 Washington	Sandra M. Beth
Erica Bettran	606 Washington St.	Erica Bettran
Cindy P. Peirce	513 WASHINGTON ST	Cindy Peirce
Jess Beranek	612 1/2 Franklin St. apt 2	Jess Beranek
Darci Kaplan	2207 Elba Ave Leighton, IA	Darci Kaplan
Gerald Peirce	513 Washington St. Pella, IA	Gerald Peirce
Nicole Morlan	809 E. 2nd St Pella, IA	Nicole Morlan
Jean VanHeukelom	807 E 2nd Pella	Jean VanHeukelom
Claire Core	814 E 2nd Pella IA	Claire Core
Bruce Schorten	407 Washington St Pella	Bruce Schorten
Myra Anthony	405 Washington St Pella	Myra Anthony
Zach Harris	313 Washington St Pella	Zach Harris
Becky Van Houweling	311 Washington St Pella	Becky Van Houweling
Justin Steenbeck	309 Washington St Pella	Justin Steenbeck
Seiten Sanders	307 Washington St Pella	Seiten Sanders

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Printed Name	Address	Signature
Curtis Brobst	689 1/2 Franklin St Pella	
Samuel Davis	932 202nd Ave.	
Clarissa LaPlante	812 University Street	
Deanna Shalon	1309 Main St Pella	
Hannah Flanagan	202 E 8 th St	
Joseph Reigstad	808 Liberty St. Apt. 207	
Andrea Brobst	1100 Lincoln St	
Kristin Kemper	516 Lincoln St.	
Steph Bars	2700 Bos Lander Dr	
Seeleka Hays	1256 170 th St	
Matthew Hays	1015 W. 1 st	
Scott Peur	1347 Main St.	
Stacey Bonham	100 Amsterdam Dr, Pella	
Michael Bonham	100 Amsterdam Dr. Pella	
Laura Nieboer	514 Broadway	
JIM NIEBOER	514 BROADWAY, PELLA	
Eileen Hiemstra	807 West 2nd St, Pella	
Rich Hiemstra	807 W 2nd St Pella	
Robert Van Essen	511 Broadway Pella	
Willede Van Essen	511 Broadway Pella	Willede Van Essen
Christopher Braun	415 East 1st St Pella	
WAYNE STIENSTRA	1019 BARKLANE PELLA	
Kim Van de Vuert	2402 Jesup Dr. Pella	
James H. Van de Vuort	2402 Jesup Dr. Pella	
Bruce Boertje	614 Monroe St. Pella	
Laura Jolker	126 Regina Dr. Knoxville	
Thomald Hiestel	520 Madison Street Pella	
Gurise Jolker	126 Skyline Dr. Knoxville	
Charles Van Dessel	618 180 th Ave	

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Printed Name	Address	Signature
Peilin Yang	304 pine Dr. Pella. IA 50219	
Fengyong Wang		
Richard Mark	308 Pine Dr	
Tim Fribley	304 Cedar	
Sandy Fribley	304 Cedar	
Jim Mullon	306 Cedar	
Mark Mullon	306 Cedar	
Gary Fox	315 Jefferson St	
Bonnie Chase	15 Hemlock	
Sharon Petersina	101 Hemlock	
Sy Koupas	105 Hemlock St	
LYNN DEWEESE	1332 EAST 6th	
Ameel Priya	1344 6th St	
Celia De Vries	1321 E 6th St	
Michele Magfale	1006 Washington St	
Lu Lu	1112 Washington St.	
Trish Remington	1210 Washburn St	
John Muttman	1302 Washington St	
GEORGE PATCH	1303 WASHINGTON	
Doris Patch	1303 Washington	
MARK FALCK	1001 WASHINGTON	
Flora Falck	1001 Washington	
Larry Breakwater	909 Washington	
Mary Farmer	907 Washington	
Lee Sam	907 Washington	

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Printed Name	Address	Signature
JIM MANSURTO	1304 Main Pella	Jim Mansurto
Janet Vermeer	7 Union	Janet Vermeer
Stu Vermeer	7 Union	STU VERMEER
JANDA VANDERWERF	102 Union Pella	Janda Vanderwerf
Joe Holstengen	13 Union St.	Joe Holstengen
Emily VanGent	812 UNIVERSITY ST 1144	Emily VanGent
Michelle Knox	1250 Hwy 17	Michelle Knox
Shawn Knox	1250 Hwy T-17	Shawn Knox
Kathy Jones	1250 Hwy T-17	Kathy Jones
Pam Boat	101 Park Lane Pella	Pam Boat
Wendy Bigbee	1522 Broadway Pella	Wendy Bigbee
Morgan Bigbee	1522 Broadway St. Pella	Morgan Bigbee
Greg Bigbee	1522 Broadway St Pella	Greg Bigbee
Dan Fynaardt	908 Columbus St	Dan Fynaardt
Clint Van Stennis	915 Franklin St Pella IA	Clint Van Stennis
Ross Davidson	606 E 3rd St Pella IA	Ross Davidson
Heidi Davidson	606 E 3rd St Pella IA	Heidi Davidson
Heather Van Stennis	915 Franklin St. Pella IA	Heather Van Stennis
Katelynn Fynaardt	908 Columbus st Pella IA	Katelynn Fynaardt
Julie Klyn	1333 Hazel St Pella	Julie Klyn
Mandy Klyn	1005 Lincoln street Pella	Mandy Klyn
Robin Van Berkum	1427 W 7 th	Robin Van Berkum
Amy Stravers	510 Woodlawn Dr	Amy Stravers
Reece Miller	1015 21 st Place	Reece Miller
Galen Van Wyk	1208 Oakwood Dr.	Galen Van Wyk

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Printed Name	Address	Signature
JOHN RITZEMA	204 FRANKLIN	[Signature]
She Gyle	304 Franklin St	[Signature]
Bruce Coyle	304 Franklin St	[Signature]
JEFF VANDER WERF	308 FRANKLIN ST	[Signature]
Stephen Bandstra	314 Franklin St	[Signature]
Rady Bandstra	314 Franklin St	[Signature]
Danielle Stuen	315 Franklin St	[Signature]
Karla Stever	315 Franklin St.	[Signature]
Jan Veerstra	313 Franklin St	[Signature]
Brittany Cameron	702 East 1 st St.	[Signature]
Mary Stump	610 E 1 st	[Signature]
Greg Stump	610 E 1 st	[Signature]
Kayla Stump	406 B East 15 th St.	[Signature]
Jane Langner	1215 Hwy 14 Knoxville	[Signature]
Jill Baze	22959 500 th St Centerville	[Signature]
Nathan Buchheit	2111 Idaho Drive Pella	[Signature]
Clarissa Molyneux	902 N. I St Oskaloosa	[Signature]
Rhonda York	303 Crestview Ct, Monroe	[Signature]
Jessika Annis	818 4 th Knoxville	[Signature]
Maria Cervantes	708 Jefferson St.	[Signature]
Lorrie Weaver	1377 Prospect St Knoxville	[Signature]
BRYAN WILLIAMS	1102 MABEL OSKALOOSA	[Signature]
Michael Kinkannon	2009 6 th Ave East Oskaloosa	[Signature]
Fred L. Willett	316 Oskaloosa St. Pella IA	[Signature]
Doug Rexroth	501 S Cedar Kirkville IA	[Signature]
Michael Long	100 E 3 rd St - Pella	[Signature]
Gene Rjaeger	601 B Ave E. Albia	[Signature]
Tonya Teuffer	416 5 th Ave E Oskaloosa	[Signature]
Dane Parker	11636 E 92 nd St. S. Reasnor	[Signature]

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Printed Name	Address	Signature
Matt Van Gelder	229 Main St	Matt Van Gelder
Curt RUS	228 Main	Curt R. Rus
CHAD & JEN RHODES	218 MAIN	Chad Rhodes
DAN COMSTOCK	610 HYBER ST	Daniel H. Comstock
Irvin V. Wit	215 1 st ST	Irvin V. Wit
Brandi Vinu	281 1 st ST	Brandi Vinu
KEITH SWERY	307 E 1 st	Keith Swery
Mari Swery	307 E 1 st	Mari Swery
Matt Ridgway	600 Peace St	Matt Ridgway
Mercia Carter	705 Peace	Mercia Carter
Kinda Casebolt	607 Independence	Kinda Casebolt
Mike Casebolt	607 Independence	Mike Casebolt
Juan Swenson	511 Union St.	Juan Swenson
Rodney Swenson	519 WOODLAND DR	Rodney Swenson
Joe Campbell	1203 Shadow Ln Pella IA	Joe Campbell
J. Pratt	509 W 1 st St Pella	J. Pratt
Arita Carroll	412 Columbus St Pella	Arita Carroll
Keneel Salz	608 University St. Pella	Keneel Salz
Harlyn Hartman	1102 Bruce Ln Pella	Harlyn Hartman
Alyssa Haman	707 Union St.	Alyssa Haman
LAWRENCE VAN ZANTE	508 LIBERTY	Lawrence Zante
Margaret Van Zante	508 Liberty	Margaret Van Zante
Jane Reimer	306 Liberty	Jane Reimer
Keith Ratzlaff	306 Liberty	Keith Ratzlaff
Bernice Stump	304 Liberty	Bernice Stump
Jerry Stump	304 Liberty	Jerry Stump
Cheryl da El	302 ———	Cheryl da El
Ernie's G. Komerick	209 Franklin	Ernie's G. Komerick
Patricia Komerick	209 Franklin	Patricia Komerick

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Printed Name	Address	Signature
Ruth Langstraat	406 Washington	Ruth Langstraat
DAVID LINDGREN	905 E 1st St	David Lindgren
Sue Smith	909 E 1st St	Sue Smith
Craig Hendrick	911 E 1st	Craig Hendrick
Yvonne Saelle	933 Main	Yvonne Saelle
Calvin Roose	604 Columbus	Calvin Roose
Stephanie Roose	1004 Columbus	Stephanie Roose
Karen Ryals	1001 E 1st Pella	Karen Ryals
Dina Ryals	1001 E 1st Pella	Dina Ryals
Lisa Zylstra	504 Columbus St. Pella	Lisa A. Zylstra
Brian Zylstra	504 Columbus St. Pella	Brian Zylstra
Trent Poyel	404 Columbus St Pella	Trent Poyel
Lisa Staples	914 E 3rd Pella	Lisa Staples
Erin Ruff	916 E 3rd Pella	Erin Ruff
NANCY GILBERT	914 E 2nd Pella	Nancy W. Gilbert
Amy Koorda	1009 E 1st Pella	Amy Koorda
Daniel Koorda	1009 E 1st Pella	Daniel Koorda
Brent Martin	1010 E 1st St Pella	Brent Martin
Kathy Martin	1010 E 1st St Pella	Kathy Martin
Alana Archer	609 Lincoln St	Alana Archer
Randy Icebice	604 Lincoln St	Randy Icebice
Leanne Hessing	512 Lincoln St	Leanne Hessing
Chanda Forscher	504 Lincoln	Chanda Forscher
Donnie McMahan	412 Lincoln	Donnie McMahan
Linda Stelzer	408 Lincoln	Linda Stelzer
Jeri Sue Koorda	400 Lincoln St	Jeri Sue Koorda
Wally Fopma	308 Lincoln St	Wally Fopma
Paul Freeman	302 Lincoln	Paul Freeman
Jane Freeman	302 Lincoln St.	Jane Freeman

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Brenda Jones	407 E. 8 th St. Pella	Brenda Jones
Deb Campbell	1008 Union	Deb Campbell
Jonna Steenhok	1125 W. 4 th St. Pella	Jonna Steenhok
Lois Melhus	43 Bos London Dr.	Lois Melhus
Andsey Branderhorst	1777 Coolidge St	Andsey Branderhorst
Jamie Sheehan	707 Franklin St.	Jamie Sheehan
Judi Alt	948 218 th St	Judi Alt
Barbara Renaud	1428 Broadway Str.	Barbara Renaud
Tami Van Zante	607 ^{1/2} Elm St	Tami Van Zante
Raquel De Graaf	305 Elm St	Raquel De Graaf
Janni Steltor	125 W. 1 st St.	Janni Steltor
Dale Jansen	1215 W 2nd	D ALE JANSEN
IRMA JANSEN	1215 W 2nd	Irma Jansen
Heat Openharzen	406 Independence st.	Heat Openharzen
Phemi Pothoven	1341 E. 13 th	Phemi Pothoven
Phyllis VanderPol	1012 Edgewater Dr	Phyllis VanderPol
Pam Bridgewater	808 Jefferson St.	Pam Bridgewater
Alaina Archer	609 Lincoln St	Alaina Archer
Jariece Von Werkom	643 218 th Place	Jariece Von Werkom
Tereen Cummings	1107 E. 2 nd	Tereen Cummings
Kathy Maha Wilkey	402 Columbus	Kathy Maha Wilkey
Mark Fopma	608 Monroe St	Mark Fopma
Joan Lucas	502 1/2 Brabant Ln	Joan Lucas
Patty Leahs	2602 Herald Dr	Patty Leahs
Mary DeCory	1311 Boone St	Mary DeCory
Marion Rietvald - Ebberts	1711 New Cr.	Marion Rietvald - Ebberts
Pam Bettger	621 N. Oaks Dr	Pam Bettger
Mary Kuyper	1413 W. 3	Mary Kuyper
Sophie Mahoulet - Van der Wal	1119 W. 2 nd	Sophie Mahoulet - Van der Wal

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Printed Name	Address	Signature
Hilary Van Vark	119 E 13 th St	Hilary Van Vark
Bob Keen	200 E 13 th St.	Bob Keen
Irene Van Wyke	204 E th St	Irene Van Wyke
Stan Roorda/Judy	213 E. 14 th St	Stanley Roorda
Terry McCombs	201 E 14 th St	Terry McCombs
Angie Bar	117 E. 14 th street	Angie Bar
Beau Banne	109 E 14 th St.	Beau Banne
Dianna Uemata	112 E 14 th	Dianna Uemata
Brian Niemck	200 E. 14 th	Kim Niemck
Karen J. Russell	204 E. 14 th St.	Karen J. Russell
Ealib J. Lee	220 E. 14 th St.	Ealib J. Lee
Sonya Post	220 E. 14 th St.	Sonya Post
Emily Ebely	510 E 13 th St	Emily Ebely
Alfred Post	220 E. 14 th St.	Alfred Post
Pete Rawstein	111 E 15 th St	Pete Rawstein
Callan Rawstein	111 E, 15 th St.	Callan Rawstein
Jolyn Hartson	203 E. 15 th St	Jolyn Hartson
NICK HARTSO	203 E. 15 th St.	Nick Hartso
LOUIE LOE	207 EAST 15 th ST	Louie Loe
RANDAL F. VAN HAAFTEN	211 E. 15 th ST.	Randal F. Van Haften
Verlan Van De Voort	1108 24 th Place	Verlan Van De Voort
Annex Bandstva	502 Liberty St	Annex Bandstva
PAUL WEIHE	314 LIBERTY	Paul Weihe
Judy Sents	303 LIBERTY ST.	Judy Sents
John Dieleman	215 Van Lint	Bob Dieleman
Jim Lanzer	301 Franklin	Jim Lanzer
Phyllis Lanzer	301 Franklin	Phyllis Lanzer
Jos Sallu	2404 Drenthe Laan	Jos Sallu
DANA SADILO	2404 Drenthe Laan	Dana Sadilo

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We, the citizens of Pella, petition the Board of Adjustments to uphold city code 165.18 to protect two of the five Gateway Corridors (Washington Street from W 5th St. to E 2nd St and Main St from Washington St to Oskaloosa St.) into Pella. The importance of protecting these corridors is reiterated in "165.31 15. The requirements for the Gateway Corridor Overlay District are based on the *Washington Street/Vermeer Road Visual Quality Study* and are intended to protect and enhance property values and provide a high level of visual aesthetics as one enters Pella. In particular, they are intended to help these corridors maintain a quaint and beautified appearance as new development and redevelopment occurs." We further ask that variances, which deviate greatly from these codes not be granted.

Printed Name	Address	Signature
Margaret Van De Kuyf	211 East 10 th	Margaret VanDeKuyf
Dan Van Gorp	201 East 10 th	Dan Van Gorp
Maria Aguilera	119 East 10 th	Maria Aguilera
Guillermo Aguilar	119 East 10 th	Guillermo Aguilar
Travis Van Zee	120 E 10 th	Travis Van Zee
Kristin Scott	120 E 10 th	Kristin Scott
Maris Vos	206 E. 10 th St.	Maris Vos
Patrick Lyle	216 E. 10 th Street	Patrick Lyle
Jared Van	234 E 10 th	Jared Van
Long / Long	235 E 15 th	Long / Long
KONSTANTIN BASTAS	706 INDEPENDENCE ST.	Konstantin Bastas
RENÉE BASTAS	706 INDEPENDENCE ST.	Renée Bastas
BOB SCHURING	220 EAST 12 TH ST	Bob Schuring
Jana Schuring	220 East 12 th St	Jana Schuring
Bred Erybers	216 E 12 th St	Bred Erybers
Willa Brandenhorst	210 E 12 th St.	Willa Brandenhorst
Robelot Taxiot	206 E 12 St	Robelot Taxiot
Ronald E Helm	204 East 12 th ST	Ronald E Helm
Sheila Helm	204 East 12 th St	Sheila J. Helm
Bill Kooser	114 E. 12 th St	Bill Kooser
Jane Brant	114 E 12 th St	Jane Brant
Joseph Garland	121 E. 12 th St	Joseph Garland
Chad Dixon	207 E. 12 th St	Chad Dixon
MAKOTIXSON	207 E 12 th ST	Carlynn Dixon
Nancy Moreland	215 E. 13 th St.	Nancy Moreland
MARK MORELAND	215 E 13 th ST	Mark Moreland
DAVID ZYSTRA	207 E 13 th ST	David Zystra
Walter Ward	205 13 th St	Walter J. Ward
Shirley Van Hemert Ward	205 E. 13 th St	Shirley Van Hemert Ward

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We, the citizens of Pella, petition the city council to uphold city code 165.18 to protect two of the five Gateway Corridors (Washington Street from W 5th St. to E 2nd St and Main St from Washington St to Oskaloosa St.) into Pella. The importance of protecting these corridors is reiterated in "165.31 15. The requirements for the Gateway Corridor Overlay District are based on the *Washington Street/Vermeer Road Visual Quality Study* and are intended to protect and enhance property values and provide a high level of visual aesthetics as one enters Pella. In particular, they are intended to help these corridors maintain a quaint and beautified appearance as new development and redevelopment occurs." We further ask that variances, which deviate greatly from these codes not be granted.

Printed Name	Address	Signature
Amy Todmolik	307 Prairie St	Amy Todmolik
Laura Hale	315 Prairie Street	Laura Hale
Peggy Kirschman	313 Prairie	Peggy Kirschman
Mike Randol	308 HAZEL ST	Mike Randol
Kendra Randol	308 Hazel St	Kendra Randol
Devin Pushor	208 South Clark St.	Devin Pushor
Josh Huffman	313 Hazel St.	Josh Huffman
Wilbur R ROZENBERG	303 PRAIRIE ST	Wilbur R Rozenberg
Alberta Pol	207 E University	Alberta Pol
Jack E Brockway	203 E University	Jack E Brockway
Jerry Jansen	205 EAST 8 th ST Pella	Jerry Jansen
Norma Bishop	266 E 8 th ST	Norma Bishop
Justin Depp	214 E 8 th ST	Justin Depp
Becky Marlow	218 E 8 th ST.	Becky Marlow
Ren Marlow	218 E 8 th ST	Ren Marlow
Sue De Bruin	211 E Univ.	Sue De Bruin
Alan Stator	275 E. 9 th St	Alan Stator
Amber Stator	225 E 9 th ST	Amber Stator
Kristy Baker	703 N. Broadway	Kristy Baker
Ed Herman	217 E 9 th	Ed Herman
Ty Gross	211 E 9 th Street	Ty Gross
Megan Gross	211 E 9 th Street	Megan Gross
CONSTANCE FRUEH	205 E 9 th	Constance Frueh
Matthew Hakeman	203 E 9 th ST	Matthew Hakeman
Sue Hakeman	203 E 9 th ST	Sue Hakeman
Russ Jansen	200 E 9 th ST	Russ Jansen
Don C. Howell	206 E 9 th ST	Don C. Howell
Marg VanHoulieling	316 EAST ST.	Marg VanHoulieling
Bev Lyman	224 E. 9 th	Bev Lyman

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Printed Name	Address	Signature
Megan Northcutt	125 E 3 rd St.	Megan Northcutt
Karl White	219 East 3 rd	Karl White
Peggy White	219 East 3 rd	Peggy White
Amanda Ware	305 E. 3 rd St.	Amanda Ware
STAR VOZ	307 1/2 E 3 RD	Star Voz
Marilyn J Fox	405 Peace St	Marilyn J Fox
Max Fox	405 PEACE ST	Max J. Fox
Harriet Van Vark	310 E. 2 nd St.	Harriet Van Vark
Merlin Van Vark	310 E 2 nd ST.	Merlin Van Vark
Marvin De Zwart	301 E 2 nd St.	Marvin De Zwart
MARY De Zwart	301 E 2 nd ST.	Mary De Zwart
Glean Vander Ley	299 Hwy 714	Glean Vander Ley
Cynthia Mahmood	410 Peace	Cynthia Mahmood
Alicia Roozeboom	408 Peace St.	Alicia Roozeboom
Gary Mathes	314 E. 3 rd	Gary Mathes
Shirley Mathes	314 E. 3 rd	Shirley Mathes
Adam Bissin	310 E 3 rd	Adam Bissin
Karyn Renand	300 E. 3 rd	Karyn Renand
MARY E RENAND	300 E 3 rd	Mary E Renand
Dennis Henle	220 E 3 rd ST	Dennis Henle
Steven Warden	212 East 3 rd St.	Steven Warden
Jeri Ryperson	220 Carson St	Jeri Ryperson
Joyce Nikkel	311 University	Joyce Nikkel
Bruce Nikkel	311 University	Bruce C. Nikkel
Wendy Albers	250 208 th Ave	Wendy Albers
Kenneth Ruskamp	220 Carson St	Kenneth Ruskamp
Caron Ruskamp	220 Prairie	Caron Ruskamp
Barbara Ruskamp	220 Prairie	Barbara Ruskamp
Bethany Von Zee	218 Huber St	Bethany Von Zee

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Printed Name	Address	Signature
Dody Boat	915 Elm St. Pella	Dody Boat
Kevin McQuade	201 UTRECHT LAAN	Kevin McQuade
Donna Smith ^{DONNA SMITH}	2315 Drexler Lane	Donna Smith
Arlene Verboon	713 Broadway	Arlene Verboon
Beth Hill	2514 Scholto Street	Beth Hill
Jo Lovett	607 157th Pl Oley	Jo Owens - Lovett
Nancy A. Gehl	1445 Country Club ⁵⁰²¹⁴	Nancy A. Gehl
James Neyster	708 Boardman Hwy	James Neyster
Wm A White	1008 Broadway	Wm A White
Linda McQuade	201 Utrecht Laan, Pella	Linda McQuade
Ray DeCook	1349 NW dr.	Ray DeCook
Glenda Brunner	1404 Hazel St	Glenda Brunner
^{Liz Epper} 4 Fritz Epperly	1425 Broadway	Fritz Epperly
Tom Epperly	1425 Broadway	Tom Epperly
Nola Vander Street	1335 NW Dr	Nola Vander Street
James A. Emmert	203 Franklin St	James A. Emmert
Nancy Dunham	222 Jefferson #6	Nancy Dunham
Janice Vander Streek	2283 Jesup Dr.	Janice Vander Streek
Janice Vander Streek	2283 Jesup Dr.	Janice Vander Streek
Paul Vander Streek	2783 Jesup Dr.	Paul Vander Streek
Barbara Butler	804 East Liberty	Barbara Butler
Herb Blom	912 Elm St	Herb Blom
Andrick Sutphen	203 Elm St	Andrick Sutphen
Thomas Rugg	604 W 3 rd	Thomas Rugg
Mary Blom	215 Independence	Mary Blom
Marcia McCartney	92 Brook Circle	Marcia McCartney
Jim Frank	1204 Main	Jim Frank
Mary Kuehler	1015 Washington St	Mary Kuehler
Cindy Eeling	1313 Columbus St	Cindy Eeling

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Printed Name	Address	Signature
Katie Rich	506 Broadway	Katie Rich
Emily Wiersma	504 Broadway	Emily Wiersma
BRETT WIERSMA	504 BROADWAY	Brett Wiersma
Angie Viersen	714 Independence St	Angie Viersen
Scott Butler	714 INDEPENDENCE ST	Scott Butler
Josh Visser	807 W. 3 rd	Josh Visser
Bruce Thompson	805 Union Street	Bruce Thompson
Connie Marlow	1423 W 4	Connie Marlow
Wendy Visser	807 W 3 rd	Wendy Visser
Michael Robinson	513 513 Broadway	Michael Robinson
Kelly Heerema	190 220 th Pl.	Kelly Heerema
Shirley Bryan	1777 Fox Ridge Rd. Pella	Shirley Bryan
Christin Niskus	1005 Edgewalk	Christin Niskus
Juan Janning-Reicks	309 W. 5 th St.	Juan Janning-Reicks
Heather Vander Heiden	606 Franklin St.	Heather Vander Heiden
Heather Vanthemert-Colem	513 East 1 st	Heather Vanthemert-Colem
Ray Kennedy	509 Broadway	Ray Kennedy
Carol Kennedy	505 Broadway	Carol Kennedy
Sara Stelpling	612 Country Side	Sara Stelpling
Kathy Burton	1304 University St	Kathy Burton
Cathy Jones	212 E 10 th St.	Cathy Jones
Beverly DeVries	1621 Park Lane	Beverly DeVries
Dan Jones	212 E. 10 th ST.	Dan Jones
Amber Wyle	216 E. 10 th St.	Amber Wyle
Suzanne Vogel	623 N. Oak	Suzanne Vogel
Raean Hudson	113 E 14 th	Raean Hudson
Garissa Vander Linden	1009 Fountain View Dr	Garissa Vander Linden
Ardis Giddings	401 Vermeer St.	Ardis Giddings
LaObsta VanDyk	37 Brook Cir Pella, IA 50224	LaObsta VanDyk

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Printed Name	Address	Signature
Sharon Thompson	805 Union	Sharon L. Thompson
Hailey Roland	505 W 1 st St.	Hailey Roland
Stephen Roland	505 W 1 st St.	Stephen Roland
Joann Nibbel	909 Union St	Joann Nibbel
Nathan Kirkegaard	911 Union St.	Nathan Kirkegaard
Sorothy Toorn	913 Union St.	Sorothy Toorn
Melissa Sherman	915 Union	Melissa Sherman
Melissa Sabier	915 Union	Melissa Sabier
Katie Modic	1000 Independence St.	Katie Modic
Debbie McClure	503 W 2 nd St	Debbie McClure
Jana Rus	1005 Union St.	Jana Rus
Margaret Reed	602 W 2 nd St	Margaret Reed
Lana F. Rigby	606 W 3 rd St	Lana F. Rigby
Carl Hoff	609 W 3 rd St	Carl Hoff
Berria Van Kooten	1015 Liberty	Berria Van Kooten
Elena Vishnevskaya	1009 Liberty St.	Elena Vishnevskaya
Scott Haynie	1009 Liberty St.	Scott Haynie
Alex Mandi	1005 Liberty St.	Alex Mandi
Rosemary L. Reed	602 W. 2 nd St Pella	Rosemary L. Reed
Betty Van Donzelaar	607 W 2 nd Pella	Betty Van Donzelaar
Dale Van Donzelaar	607 W. 2 nd Pella	Dale Van Donzelaar
Jessica Williams	913 Liberty St, Pella	Jessica Williams
Iwan Williams	913 Liberty St, Pella	Iwan Williams
Vernon Drenning	916 Liberty St, Pella	Vernon Drenning
Margaret B. Gies	612 W. First	Margaret B. Gies
JAMES B STANK	904 Union St.	James B Stank
Robert Handberg	906 Union St	Robert Handberg
Linda Witzenberg	100 W 1 st	Linda Witzenberg
Cindy Watts	107 W 1 st	Cindy Watts

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Printed Name	Address	Signature
Mitch Horn	402 Main St	Mitch Horn
Tyler Sundeen	400 Main St	Tyler Sundeen
Bark Van Zante	306 Main St	Bark Van Zante
Stacia Van Zante	306 Main St	Stacia Van Zante
Carl Van Houweling	304 Main St	Carl Van Houweling
Andrea Vander Ploeg	311 E. 1st	Andrea Vander Ploeg
Demi E. McNamari	606 Independence	Demi E. McNamari
Christine Robison	513 Broadway	Christine Robison
Kris Andrie	601 West 1st	Kris Andrie
Verna Van Dyk	708 Independence	Verna Van Dyk
Merlin Van Dyk	708 Independence	Merlin Van Dyk
Elizabeth Edwards	156 Timber Ridge	Elizabeth Edwards
Ken Haman	707 Union	Ken Haman
Denny Van Zante	306 Main	Denny Van Zante
Shay Talbert	801 W. 4th Street	Shay Talbert
Andrea Smith	508 Huber St	Andrea Smith
Melissa Van Dyke	512 Huber St	Melissa Van Dyke
Christine Reisinger	516 Huber St.	Christine Reisinger
Matthew Reisinger	516 Huber St	Matthew Reisinger
Sarah Ferguson	516 Huber St	Sarah Ferguson
ALLEN TETZSCHNER	221 CLARK ST	Allen Tetzschner
Terri Van Dusseldorp	225 Clark St.	Terri Van Dusseldorp
Dwight Vandusseborn	225 CLARK ST	Dwight Vandusseborn
Don Connett	419 University	Don Connett
MILBY MERRITT	229 E. 2ND ST	Milby Merritt
Fred M Newman	229 E 2nd St	Fred M Newman
SHARON MAyer	222 E. 2nd St	Sharon Mayer
Dwight Blak	222 E. 2nd St	Dwight Blak
Tyler Hark	219 E. 2nd St	Tyler Hark

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Printed Name	Address	Signature
Joan Haman	707 Union	Joan Haman
KEVIN GIBSON	814 INDEPENDENCE	Kevin Gibson
Adrian Gibson	814 Independence Street	Adrian Gibson
Ramona Gibson	814 Independence St	Ramona Gibson
Danelle Barnes	14 Morningside Dr.	Danelle Barnes
Colin Barnes	14 Morningside Dr.	Colin Barnes
Shelley Bradfield	515 W. 1st St	Shelley Bradfield
DEREK BRADFIELD	515 W 1st St	Derek Bradfield
Mike Lyons	914 Union St.	Mike Lyons
Dee Sevin	515 W. 2 nd St.	Dee Sevin
Wayne Steving	515 W. 3 rd St.	Wayne Steving
Shirley Steving	511 W. 3 rd St.	Shirley Steving
NELSON SPATANA	1004 UNION ST	Nelson Spatana
Cathy Seepin	1006 Union St.	Cathy Seepin
Mark A. DeVries	1012 Union St.	Mark A. DeVries
Jill Greenwood	613 W 3 rd St	Jill Greenwood
Bonnie Kane	1011 Liberty St	Bonnie Kane
Barry Kane	1011 Liberty St	Barry Kane
Melanie Meinders	1004 Liberty St.	Melanie Meinders
Cornie Milligan	604 West 2nd	Cornie Milligan
Terry Lenox	601 West 2nd	Terry Lenox
Mary Lenox	601 W 2nd St	Mary Lenox
Don Witt	907 Liberty St	Don Witt
Sue Drey	904 Liberty St.	Sue Drey
Don Anderson	601 W. 1st	Don Anderson
Jean Clark	406 Main St.	Jean Clark
Christina Wynn	404 Main St.	Christina Wynn
Andrew Wynn	404 Main St.	Andrew Wynn
Jamie Horn	402 Main St.	Jamie Horn

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Printed Name	Address	Signature
Debra Steenhoek	1011 E Third St	Debra Steenhoek
John Steenhoek	1011 E Third St	John Steenhoek
DAVID PEALER	1007 EAST 3rd St.	David Pealer
Grace Visser	405 Lincoln St.	Grace Visser
Wilma Ryken	1012 E. 2nd. St.	Wilma Ryken
GOPT VANAM	509 LINCOLN ST	Gopt Vanam
MASON PRUEKSAT	607 JEFFERSON ST.	Mason Prueksat
Brandon Storm	607 Jefferson St.	Brandon Storm
Linda Vos	609 Jefferson	Linda Vos
Evelyn Insigne	1126 main	Evelyn Insigne
KEN KERGER	1106 MAIN ST	Ken Kergner
BENHARD BESCHEL	1011 MAIN ST	Benhard Beschel
Cynthia Beschel	1011 Main St	C Beschel
Cornelius Vanderbeek	1005 MAIN ST	Cornelius Vanderbeek
Dorcas Braathen	1001 Main St.	Dorcas Braathen
NICK BRAATHEN	939 Main	Nick Braathen
Doug Teerstra	935 Main	Doug Teerstra
Kim McLean	931 MAIN	Kim McLean
Cody Huisman	609 Spruce	Cody Huisman
Alma Witzenburg	603 Spruce	Alma Witzenburg
Loren Witzenburg	603 Spruce	Loren Witzenburg
Darin Olson	508 Spruce	Darin Olson
Dustin Brown	506 Spruce	Dustin Brown
Rechel Brown	506 Spruce	Rechel Brown
Mrs. Ron Geetings	310 Woodlawn Dr.	Ron Geetings
Karen Geetings	310 Woodlawn Dr.	Karen Geetings
Michelle Smith	407 Woodlawn Dr.	Michelle R Smith
Will VanWynarden	505 Woodlawn Dr	Will VanWynarden
Eric VandeZande	505 Madison St	Eric VandeZande

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Printed Name	Address	Signature
Quentin Vande Street	34 Century Mobile Home Park	Quentin Vande Street
Saul Romero	1118 Broadway St.	Saul Romero
Don Rumburg	101- Glenwood	Don Rumburg
Don Hall	1400 W 50 Albion	Don Hall
DAVE LOUWSMA	209 S. 2 nd Eddyville	Dave Louwsma
Chris Engelby	12 1/2 Green St	Chris Engelby
Carlos F. Cervantes	910 E 1 st St.	Carlos F. Cervantes
Brenda Vos	507-210 th Ave; Pella, IA	Brenda Vos
Dorsha Moyer	820 South D	Dorsha Moyer
Aesha Huppu	610 Spruce	Aesha Huppu
Richard Dickinson	615 Spruce Drive	Richard Dickinson
Lisa Brummel	607 Spruce Dr.	Lisa Brummel
Sheryl McBride	1302 Orchard	Sheryl McBride
Kathy Veenstra	517 Spruce Dr.	Kathy Veenstra
Bob Vander Waal	507 Spruce Dr.	Bob Vander Waal
Marilyn Vander Waal	507 Spruce Dr.	Marilyn Vander Waal
Kathi Lucas	505 Spruce Dr.	Kathi Lucas
Jeff DeVries	318 Woodlawn	Jeff DeVries
Tyler Coleman	320 Woodlawn	Tyler Coleman
Cass Rozendaal	410 Woodlawn Drive	Cass Rozendaal
Bee Rozendaal	410 Woodlawn Dr.	Bee Rozendaal
Diane Anderson	502 Madison St.	Diane Anderson
Bob ANDERSON	502 MADISON ST.	Bob Anderson
Bryan Hartmann	512 Madison St	Bryan Hartmann
Edith Kuwolda	514 Madison St.	Edith Kuwolda
Sandra Coops	1036 Coline Rd.	Sandra Coops
DAVID PIRNELL	1203 MAIN	David Purnell
Chad Vande Lune	1205 Main St.	Chad Vande Lune
Juan Vande Lune	1211 Main St	Juan Vande Lune

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Printed Name	Address	Signature
Chris Simmons	513 Madison St.	Chris Simmons
RAY STRALOW	607 MADISON Street	Ray Stralow
Kathy Stralow	607 madison Street	Kathy Stralow
Chris Reilly	1206 Main St.	Chris Reilly
Kelli Reilly	1206 Main St.	Kelli Reilly
Bruce Hauster	1214 Main	Bruce Hauster
Glen Miller	1220 MAIN ST.	Glen Miller
Bernie Brown	1346 main ST	Bernie Brown
Kenneth McAllister	1344 Main	Kenneth McAllister
Majorie McAllister	1344 ymain	Majorie McAllister
Deb DeNooy	1386 main	Deb DeNooy
Miriam Elagh	1332 Main St	Miriam Elagh
Diane Mitchell	1326 Main	Diane Mitchell
Edith Pope	1324 Main	Edith Pope
Bob De	1311 main st.	Bob De
Jalithalos	1311 Main street	Jalithalos
Kate Beekhuizen	1313 Main street	Kate Beekhuizen
Greg Beekhuizen	1313 Main Street	Greg Beekhuizen
John Van Berkum	1325 Main St.	John Van Berkum
Zim Miller	1335 Main Street	Zim Miller
Shaun Van Berken	1337 Main Street	Shaun Van Berken
Robert Wolf	1356 mark Street	Robert Wolf
Marks Schaefer	616 Elm Street	Marks Schaefer
Nathan Nunnikhoven	1354 E 3rd St	Nathan Nunnikhoven
Carrie Rosse	502 Elm St	Carrie Rosse
Jocelyn Meinders	418 Elm St.	Jocelyn Meinders
Rebecca Way	416 Elm St	Rebecca Way
Paul Marvin Zylstra	414 Elm	PAUL MARVIN ZYLSTRA
DEE WASSENAAR	410 Elm	Dee Wassenaar

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Printed Name	Address	Signature
Amanda Johnston	52 Brook Cir	
Arlene Dahm	207 Lindview	
Donna Tonda	613 Broadway	
Jackson & Gilliland	709 Broadway	
Wade Jones	804 Liberty	
Dorothy Van Sant	810 Liberty	
Leo J. Warden	810 Liberty	
Brian Warden	705 West 1st St.	
Lynn Akerberg	707 W. 1st St.	
Lon Akerberg	" "	
Matt Kissinger	607 W 1st St	
Debbie Kissinger	607 W 1st St	
W. Plong	909 Franklin	
Ellie White	1207 Broad Ln	
Jeff Ande	601 West 2nd Pella	
Heather McCrae	402 Srenkin	
Jerry Alder	716 Jefferson	
Al Van Zee	604 E. 15th	
Church Church	THUCH CHUON	
Cheryl Thompson	1000 Washington	
James Hoden	1400 Washington St	
Frank Vandenberg	222 E 10	
SHUCK LAUK	1008 MAIN ST	
Ross Hoden	111 Union	
Bridgette Handeshy	906 Union	
Candi Noteboom	1706 W 3rd St.	
Tim Mahaffey	1314 Hazel St	
Kalyn Mahaffey	1314 Hazel St	
Tina DeYoung	1314 Hazel St	

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Printed Name	Address	Signature
Angela VandeZande	505 Madison St	<i>Angela VandeZande</i>
<i>Edrick Van Zee</i>	311 Elm St	EDRICK VAN ZEE
JOHN VAN ZEE	311 Elm St	<i>John Van Zee</i>
INONA TOMCZYK	301 Elm St	<i>Inona Tomczyk</i>
Roger C. Haug	308 Elm St	<i>Roger C. Haug</i>
John Haug Lora Haug	308 Elm St	<i>Lora Haug</i>
Helena Auberg	1406 Country Club Dr.	<i>Helena Auberg</i>
Mary Elslou	1410 Country Club Dr.	<i>Mary Elslou</i>
W. J. Nikkel	1412 " " "	<i>W. J. Nikkel</i>
<i>Lillian Nikkel</i>	1412 Country Club Dr.	Lillian Nikkel
Kelly Nikkel	1440 Country Club Dr.	Kelly Nikkel
VERA M. GATES	1435 COUNTRY CLUB DR.	Vera M. Gates
Tyler Klyn	1423 Country Club Dr.	<i>Tyler Klyn</i>
Russ Bergen	1407 Country Club Dr.	<i>Russell Lee Bergen</i>
Heather Montgomery	705 Elm St	<i>Heather Montgomery</i>
JAMES MONTGOMERY	705 Elm St.	<i>James Montgomery</i>
<i>Loren DeZaarte</i>	2600 Prairie	Loren DeZaarte
<i>Lidia Magary</i>	1341 Hazel St. Pella	<i>Lidia Magary</i>
Ethel Van Rheena	1340 N. Prairie	Ethel Van Rheena
<i>Debra Komney</i>	1338 N Prairie St	Debra Komney
Terry Klevan	1334 N Prairie St.	Terry Klevan
Kathryn Klevan	1334 N. Prairie St	Kathryn Klevan
JOAN TERLOUW	1336 N PRAIRIE ST	<i>Joan Terlouw</i>
Louis Terlouw	1336 N PRAIRIE ST	<i>Louis Terlouw</i>
Lang Allen	1324 N Prairie St	<i>Lang Allen</i>
Henry Van Rhen	1318 N Prairie St	<i>Henry Van Rhen</i>
Ben Kemp	1316 N Prairie St	<i>Ben Kemp</i>
Abbie Olson	1300 N. Prairie St	<i>Abbie Olson</i>
Stacie Van Weelden	1302 Hazel	<i>Stacie Van Weelden</i>

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Printed Name	Address	Signature
Adam Slings	206 Jackson St.	
David Van Mann	212 Henlock St.	
James	1115 Cordova Ave Pella	James
Guy Winters	1362 Dean St Pella	
Donal Canavan	1805 Cardinal Ln, Pella, IA	Donal Canavan
Steve Van Zante	712 16th Place	Steve Van Zante
Phil Mats	490 Hwy 640	Phil Mats
Ronald Zwiers	406 Liberty St	Ronald Zwiers
Ron Haeck	18 Peace St.	Ron Haeck
Karl Boylan	809 Union St.	Karl Boylan
Cristy Roozeboom	809 Union St.	Cristy Roozeboom
Lori Witt Lori Witt	907 Liberty St Pella, IA	Lori Witt
Carl R. Gray	308 E 13th S. Unit 6	Pella, IA 50249
Art Ruiger	1508 Broadway	Pella, IA 50249
BOB BOKHOVEN	601 WST	
Doug Affens	117 E 15th St	
Made Stymonds	1107 Hwy 102 Pella	
Chick Van Zant	508 Franklin St	
Mel Van der Vliet	1915 Washington	Mel Van der Vliet
Anya Butt	507 Lincoln St	Anya Butt
Neegan S. Deering	1344 E. 6th St Pella, IA	GREGORY S. DEERING
KIM RYAN	1110 COLUMBUS	KJ Ryan
Bill Van Zant	2602 FIFIELD RD 314B	
David Van Vark	1200 FRANKLIN ST	DAVID J. VAN VARK
Wilma Meinders	404 Hazel St	Wilma Meinders
MARY J RYAN	1110 COLUMBUS	Mary J. Ryan
Chris Shivers	1004 Main St Apt. 12	Chris Shivers
Dale Nelson	16 Hemlock St	
Carlos Chou	18 Hemlock St.	Carlos Chou

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Printed Name	Address	Signature
Megan Northcutt	225 E 3 rd St.	Megan Northcutt
Karl White	219 East 3 rd	Karl White
Peggy White	219 East 3 rd	Peggy White
Amanda Ware	305 E. 3 rd St.	Amanda Ware
STAN VOZ	307 1/2 E 3 RD	Stan Voz
Marilyn J Fox	405 Peace St.	Marilyn J Fox
Max Fox	405 PEACE ST	Max Fox
Daniel Van Vark	310 E. 2 nd St.	Daniel Van Vark
Merlin Van Vark	310 E 2 nd ST.	Merlin Van Vark
Marvin De Zwart	301 E 2 nd St.	Marvin De Zwart
MARY De ZWART	301 E 2 nd ST.	Mary De Zwart
Glen Vander Ley	299 Hwy 714	Glen Vander Ley
Cynthia Mahmood	410 Peace	Cynthia Mahmood
Alicia Roozeboom	408 Peace St.	Alicia Roozeboom
Gary Mathes	314 E. 3 rd	Gary Mathes
Shirley Mathes	314 E. 3 rd	Shirley Mathes
Adam Bissen	310 E 3 rd	Adam Bissen
Karyn Renaud	300 E. 3 rd	Karyn Renaud
MARY E RENAUD	300 E 3 rd	Mary E Renaud
Dennis Henle	220 E 3 rd ST	Dennis Henle
Steven Warden	212 East 3 rd St.	Steven Warden
Teri Ryerson	220 Carson St	Teri Ryerson
Joyce Nikkel	311 University	Joyce Nikkel
Bruce Nikkel	311 University	Bruce C. Nikkel
Wendy Albers	250 208 th Ave	Wendy Albers
Kenneth Rueran	220 Carson St	Kenneth Rueran
Caron Kuskamp	220 Prairie	Caron Kuskamp
Barbara Kuskamp	220 Prairie	Barbara Kuskamp
William Von Zee	218 Huber St	William Von Zee

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Printed Name	Address	Signature
Doug Fox	104 Maple	Doug Fox
Jerald Hoch	209 Jefferson	Jerald Hoch
Gene Wolf	1002 S Clark	Gene Wolf
BRUCE VOS	1021 BIG ROCK RD	Bruce Vos
DAVE WAY	2237 DAKOTA DRIVE	Dave S. Way
Terry Robinson	1444 COUNTRY CLUB DR.	Terry Robinson
Rick Place	2086 Tobler Drive	Rick Place
Richard Ridden	900 E. 6 th St.	Richard Ridden
Mark Rhinehart	907 E 6 th ST	Mark Rhinehart
TODD SHEFFIELD	1322 BROADWAY ST	Todd Sheffield
Darla De Haan	215 W 1st St	Darla De Haan
Stelby Olson	204 W 1st St	Stelby Olson
Michelle Seibert	210 W 1 st St.	Michelle Seibert
Kelly Kammerick	814 Huber St.	Kelly Kammerick
John H. Grandia	802 Huber St	John H. Grandia
Finda Grandia	802 Huber St	Finda Grandia
Ashli DeJong	203 Broadway	Ashli DeJong
Maggie Miltenthauser	203 Broadway	Maggie Miltenthauser
David Kerbury	810 Oskaloosa St	David Kerbury
Vingessa Baker	810 Oskaloosa St	Vingessa Baker
Karen VanDerVee	817 Oskaloosa St	Karen VanDerVee
Carl W. VanDerVee	817 Oskaloosa St	Carl W. VanDerVee
Craig Wright	818 Oskaloosa St.	Craig Wright
Shirley Van	822 Oskaloosa St	Shirley Van
Julie Paul	822 Oskaloosa St	Julie Paul
DUANE McHEWINS	216 Broadway	Duane McChewins
Judy De Witt	214 Broadway	Judy De Witt
Daniel Wichhart	218 Broadway	Daniel Wichhart
Pat Reynolds	701 University St	Pat Reynolds

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Printed Name	Address	Signature
Tom Vander Linden	1211 Main St.	
Elizabeth Oosterhout	1218 Main St	Elizabeth J. Oosterhout
Jim Duggar	1322 Hazel	Jim Duggar
Marlene De Jong	1328 Hazel	Marlene De Jong
Joyce Hackert	1330 Hazel	Joyce Hackert
Rebecca Schroeder	1340 Hazel St.	Rebecca D. Schroeder
Bill Davis	1342 Prairie	WILLIAM C. DAVIS
MARIAN DAVIS	1342 "	Marian E. Davis
DONNA Riley	1341 N. Prairie	Donna R. Riley
Kristin Vaidyan	1329 N. Prairie	Kristin Vaidyan
Lavern Starkey	1323 North Prairie	Lavern Starkey
Berice Starkey	1323 North Prairie	Berice Starkey
Jayne Langrud	1317 N. Prairie	Jayne Langrud
Del Zuidema	1313 N. Prairie	Delmar Zuidema
Jon Heit	1312 N. Prairie	Jon Heit
Chian	209 Hemlock	Chian
Cindy Heedsink	1211 N. Prairie St	Cindy Heedsink
Wayne Smith	1209 N. Prairie St	Wayne Smith
Joyce Smith	1209 N. Prairie St	Joyce Smith
Shall	1214 Hazel St	Shall
Victoria O'Neill	1216 Hazel St.	Victoria O'Neill
NICK O'Neill	1216 Hazel St.	Nick O'Neill
JOSHUA HARRINGTON	1306 HAZEL ST.	Joshua Harrington
Henrietta Veldhuizen	311 Pine	Henrietta Veldhuizen
Mark Schnell	312 Pine Drive	Mark Schnell
Rich Pitkin	1338 E. 3 rd St.	Richard Pitkin
Fred Mick	308 Cedar Dr.	Fred Mick
Ray VAN Dyk	405 Jefferson	Ray Van Dyk
Elisabeth	1009 W 1 st St	Elisabeth

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Printed Name	Address	Signature
Brad L. De Jong	644 228 th Pl	Brad De Jong
MIKE PERISO	935 Broadway	Mike Periso
Dawn vanHaaften	929 Broadway	Dawn vanHaaften
Louise Zaffiro	928 Broadway	Louise Zaffiro
Jim Zaffiro	928 Broadway	James J Zaffiro
LARRY PIATC	1000 Broadway	Larry Piate
Nick Oldridge	1004 Broadway	Nicholas Oldridge
Debi Vandenberg	1004 Broadway	Debi Vandenberg
Scott Vandenberg	1004 Broadway	Scott Vandenberg
Laurie Vos	1012 Broadway	Laurie Vos
Scott Vos	1012 Broadway	Scott Vos
Marilyn Hochberger	1014 Broadway	Marilyn Hochberger
Jeremiah Teeple	1000 W 1 st Street	Jeremiah Teeple
Darlene Rozenboom	906 Columbus	Darlene Rozenboom
Linda Cole	914 Columbus	Linda Cole
Todd Cole	1004 Columbus	Todd Cole
Kendra Manchester	1006 Columbus	Kendra Manchester
Stee Manchester	1006 Columbus	Stee Manchester
Cynthia Krenz	1108 Columbus St	Cynthia Krenz
Kim Ryan	1110 Columbus	Kim Ryan
Jeff Sasser	1210 Columbus	Jeff Sasser
Jeff Sargis	1211 Columbus	Jeff Sargis
Robert Groeneboom	1109 Columbus	Robert Groeneboom
Verna Elslou	1007 Columbus	VERNA ELSLOO
John Post	915 "	John Post
Lee Current	914 W 1 st St	Lee Current
Elise Post	813 Columbus St	Elise Post
Lacy Johansen	1008 W 1 st St	Lacy Johansen
Jason Brand	1014 W 1 st St	Jason Brand

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Printed Name	Address	Signature
Ruby Van Vark	812 Brentwood, Pella	Ruby Van Vark
Nela Spoelstra	112 Independence Pella	Nela Spoelstra
Byron Van Es	1203 Oakwood Pella	Byron Van Es
BRAD WILDMART	506 BRADANT PELLA	Brad Wildmart
Jerry N. Ellis	1215 MAIN ST ✓	Jerry N. Ellis
Larry Ellis	1215 Main	Larry E. Ellis
Zelma Roberts	516 Liberty	Zelma Roberts
James Ebers	1711 N. D. St	James Ebers
Jane Van Oss	571 W First	Jane Van Oss
Alan Schreuder	1511 Main St.	Alan Schreuder
Sue Schreuder	1511 Main St	Sue Schreuder
Vincent Bontje	906 Hazel Pella	Vincent Bontje
Shirley Bontje	906 Hazel Pella	Shirley Bontje
Jaren Steenkamp	1125 W 4th ST, Pella	Jaren Steenkamp
Judy Nikkel	716 Jefferson St., Pella	Judy Nikkel
Bob W. Jones	511 Monroe	Bob W. Jones
Henry Wade King	1331 W W DRIVE	Henry Wade King
Deb Bost	2200 Coolidge St.	Deb Bost
Marla Waddie	908 Lincoln	Marla Waddie
Ruth Renaud	811 Lincoln	Ruth Renaud
Steve Trotter	103 University St	Steve Trotter
Joe Schutte	816 LINCOLN	Joe Schutte
Shirley Schutte	816 LINCOLN	Shirley Schutte
Michael Brust	1100 Lincoln St	Michael Brust
Kimberly Brust	1100 Lincoln St	Kimberly Brust
Andrea Brust	1100 Lincoln St	Andrea Brust
Sarah Zimmerman	1100 Lincoln St	Sarah Zimmerman
Brita Oyen	1178 Lincoln	Brita Oyen
Brita Oyen	1118 Lincoln	Brita Oyen

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Printed Name	Address	Signature
Kathy Sinclair	707 1/2 Franklin St Pella	Kathy Sinclair
Kellie Phillips	510 Liberty St Pella	Kellie Phillips
Beverly Stevenson	812 E 2nd Pella	Beverly Stevenson
TAKI APOSTOLOPOULOS	626 FUTURE ST	TAKI APOSTOLOPOULOS
Jamie Vink	202 University Pella	Jamie Vink
Andrea Allison	514 Woodlawn Dr. Pella	Andrea Allison
Debbie Pavlat	607 E. 14th St PELLA	Debbie Pavlat
HANK LOVAN	1115 W 3rd ST PELLA	HANK LOVAN
Whitney Pavlat	607 E. 14th St. PELLA	Whitney Pavlat
Tanner Phelps	942 202 nd Ave. PELLA	Tanner Phelps
Jennie Van Zante	1742 MAIN ST PELLA	Jennie Van Zante
Debbie Grotzky	1213 Sherb PELLA	Debbie Grotzky
Jean Van Wyk	219 E 10th St-Pella	Jean Van Wyk
NELSON VAN WYK	219 E 10th ST PELLA	NELSON VAN WYK
Roussos SAMBAS	370 E 13 ST PELLA	Roussos SAMBAS
Katie Garrison	1009 W. Third St. Pella	Katie Garrison
MICHELLE MICKEL	1204 MARLOW AVE	MICHELLE MICKEL
Evelyn Mickel	1113 Lincoln St.	Evelyn Mickel
Tim Mickel	1113 Lincoln St.	Tim Mickel
ROSS BISSONNETTE	1615 W. 3rd St.	ROSS BISSONNETTE
Travis Etha	1611 W 3rd St	Travis Etha
MANE MORIS	1005 W 3rd St	MANE MORIS
JOE SEEKAMP	507 Broadway	JOE SEEKAMP
SHERRI SEEKAMP	"	SHERRI SEEKAMP

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Printed Name	Address	Signature
Merlin Van Dyk	708 Independence St Pella, Iowa, 50219	Merlin Van Dyk
Verna Van Dyk	708 Independence St Pella, Iowa, 50219	Verna Van Dyk
Lana Jones Keith Jones	155 Timber Rd W Pella, IA 50219	Lana Jones Keith Jones
Ivan Mulder Gerry Harms	407 Union 405 Union	Ivan Mulder Gerry Harms
Elizabeth Remissen	309 Union St	Elizabeth Remissen
Timothy Trapp Kathy Trapp	208 Morningside Dr 208 Morningside Dr	Timothy Trapp Kathy Trapp
Deliya Burrey Fallon Burrey	214 Union 214 Union	Deliya Burrey Fallon Burrey
C. Cindy McCurry Kyle Steinhilber	216 Union St 216 Union St	C. Cindy McCurry Kyle Steinhilber
Brenda Klyn Kathy Heyward	300 Union St. 308 Union St	Brenda Klyn Kathy Heyward
Liz Vander Werf Kelly Hugen	308 Franklin 520 Huber	Liz Vander Werf Kelly Hugen
Betty Kelderman Ryan Hugen	909 W 1st 520 Huber	Betty Kelderman Ryan Hugen
Kimberly Van Gorp	818 E. Liberty	Kimberly Van Gorp
Jacque Schmeel Shanna Arken	100 E. Independence St 1135 W. 16 th St Pella	Jacque Schmeel Shanna Arken
Pam Hartman Mary Bartzellis	Rte 3 Hwy 628 1258 Hwy 17	Pam Hartman Pella
Angie Deering	1805 E. Rhan Trail	Pella
Linda Vander Werf Celia Vander Werf	1546 W 4th 1546 W 4th	Pella Pella

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Printed Name	Address	Signature
Rodney D. Visser	228 E 8 th St Pella, IA 50219	Rodney D Visser
Julie Visser	228 E 8 th Pella, IA	Julie Visser
CARL VEENSTRA	112 E 14 th PELLA, IA	Carl Veenstra
HARVEY BLOM	1221 145 th ST PELLA IA	Harvey J. Blom
Colton Richardson	228 E 8 th Pella, IA	Colton Richardson
FREDA VISSEK	909 W 15 th Pella, IA	Freda S. Visser
Teresa Bayer	1759 Hwy. 163 Ottu, IA	Teresa Bayer
Lisa Hutchinson	410 Hwy T 14 Pella, IA 50219	Lisa Hutchinson
Monica Newendorp	2630 Hemel Dr.	Monica Newendorp
Vincent W Newendorp	2630 Hemel Dr.	Vincent W Newendorp
Janice Erickson	1433 Edgewood Drive	Janice Erickson
Laura Blankespoor	15 Maple St. Pella, IA	Laura Blankespoor
Mark Blankespoor	15 Maple St. Pella, IA	Mark Blankespoor
Jam Punke ^{Jamie Punke}	1506 Edgewood Dr.	Jamie Punke
ARVIN M. PLEIMA	1117 PARK LANE PELLA, IA.	Arvin M. Pleima
Angela Wilson	2074 Hawthorne Dr. Pella	Angela Wilson
Lisa VanMaanen	1511 W. 4 th Pella	Lisa Van Maanen
Mark Ver Meer	2131 Eaton Ave Leighton	Mark Ver Meer
Ju Ann Von Ahn	714 West 14 th St Apt	Ju Ann Von Ahn
Steve Van Meer	2131 Eaton Ave Leighton	Steve Van Meer
Bob Holdsworth	1321 Main	Bob Holdsworth
Charlee Seehoff	2114 S. Falls Drive	Charlee Seehoff
Matthew Guirade	734 1/2 Main St.	Matthew Guirade
Holly Brandt	502 Spruce	Holly Brandt
Amy Pedersen	1212 E 7 th St	Amy Pedersen
Carol Ribbens	1604 W. 4 th	Carol Ribbens
Kevin Sturmsma	1135 210 th St	Kevin Sturmsma
Karla Hofman	2275 Dakota Wood Dr	Karla Hofman

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Printed Name	Address	Signature
John Dieleman	1105 Big Rock Rd	John Dieleman
Faye Dieleman	1105 Big Rock Rd	Faye Dieleman
Ann Summitt	1435 Hazel St.	Ann Summitt
Jul Mueller	1008 E 2nd St	Julie Mueller
Brenda Van Steeg	1907 West 4th St	Brenda Van Steeg
Keith Van Nimwegen	503 Main St. Pella 716 38 th St. WDM, IA 50265	Keith Van Nimwegen
Kim Doschadis	774 18 th Pl. Pella, IA	Kim Doschadis
John Anelse	1020 Meadow Crest Dr Pella	John Anelse
Kelvin Bokhoven	313 Union St.	Kelvin Bokhoven
Julie Flory	756 18 th Ave	Julie Flory
Hiedi Van Hemert	1432 Country Club, Pella	Hiedi Van Hemert
Rochelle Veenstra	1546 Elmwood Dr, Pella	Rochelle Veenstra
Debra Monsma	517 Hwy 714 Pella	Debra Monsma
Terry Zelmert	711 W. 3rd St. Pella	Terry Zelmert
Kent Van Hemert	1432 Country Club Dr. Pella	Kent Van Hemert
Brad Jungling	1008 Meadow Crest Dr. Pella	Brad Jungling
Walter Ribbens	516 Broadway. Pella	Walter Ribbens
Terry Van Dusseldorp	1213 Bruce Lane	Terry Van Dusseldorp
Steven Duss	1213 Bruce Lane	Steven Duss
Amy N. Klein	1913 W. 4th St	Amy N. Klein
Tracy Dickel	1105 Boone St. Pella	Tracy Dickel
Barry Westerkamp	716 18 th Ave Pella	Barry Westerkamp
Gayle Punt	811 19 th Pella	Gayle Punt
Arda Van Zanten	2506 Scholte Straat Pella	Arda Van Zanten
Dennis Van Zanten	2506 Scholte Straat, Pella	Dennis Van Zanten
Diane R. Goodyk	201 Maple St. Pella	Diane R. Goodyk
LINDA TROOSE	903 East 6 th St. Pella	Linda Troose
Corrine Verschuure	1 Lincoln St Pella	Corrine Verschuure
Randy Bergerding	1020 Edgewater Dr. Pella	Randy Bergerding

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Printed Name	Address	Signature
Norman Kolczakowski	811 E Union St	Norman Kolczakowski
Getchen Bearce	1113 Bruce Lane	Getchen Bearce
Fran De Jong	808 Lincoln	Fran De Jong
Carol Williamson	600 E 15 th Street	Carol Williamson
Edward E. Welle	1241 E. 6 th St	Edward E. Welle
Gary Boyer	623 Goodwin Way	Gary Boyer
Jeff Schuring	2263 Dakota Dr	Jeff Schuring
Shirely Weller	700 Main St	Shirely Weller
LISA ROCK	915 HAZEL	Lisa Rock
Jim Schulze	915 Hazel	Jim Schulze
Richard Phillips	510 LIBERTY	R. Phillips
Kristin KIRK	1054 Hwy 117 Pella.	Kristin Kirk
N Vanderbrink	2 Deer Ln	N Vanderbrink
M. Aldrich	1323 NW Dr	Marilyn Aldrich
Lynne Henry	1710 W. 3RD Pella	LYNNE HENRY
Bernice Van Gorp	200 Elm Pella	Bernice Van Gorp
JACOB J. VAN GORP	200 ELM PELLA	Jacob J. Van Gorp
Melissa Zulk	1146 Hwy 102 Pella	Melissa Zulk
Jamie Goodryk	109 Timber Ridge Dr.	Jamie Goodryk
Brenda Nugteren	957 204th Place, Pella	Brenda Nugteren
J. Kuipers	5th Liberty Pella	J. Kuipers
Lisa Groenendyk	2099 Eaton Ave. Leighton, IA	Lisa Groenendyk
Lois Van Houwelingen	210 Union St. Pella	Lois Van Houwelingen
Donna Rooda	508 Johnston Otley	Donna R. Rooda
CONNIE BINSTRA	712 TEFFERSON	Connie BINSTRA
Michelle Van Maanen	2280 Dakota Wood Drive	Michelle Van Maanen
Jeanne Sloan	1223 9 th Prairie	Jeanne Sloan
Melvin Hibma	402 Liberty St	Melvin Hibma

We, the citizens of Pella, petition the city council to uphold city code 165.18 to protect two of the five Gateway Corridors (Washington Street from W 5th St. to E 2nd St and Main St from Washington St to Oskaloosa St.) into Pella. The importance of protecting these corridors is reiterated in "165.31 15. The requirements for the Gateway Corridor Overlay District are based on the *Washington Street/Vermeer Road Visual Quality Study* and are intended to protect and enhance property values and provide a high level of visual aesthetics as one enters Pella. In particular, they are intended to help these corridors maintain a quaint and beautified appearance as new development and redevelopment occurs." We further ask that variances, which deviate greatly from these codes not be granted.

Printed Name	Address	Signature
Megan Northcutt	125 E 3 rd St.	Megan Northcutt
Karl White	219 East 3 rd	Karl White
Peggy White	219 East 3 rd	Peggy White
Amanda Ware	305 E. 3 rd St.	Amanda Ware
STAN VOZ	307 1/2 E 3 RD	Stan Voz
Marilyn J Fox	405 Peace St.	Marilyn J. Fox
Max Fox	405 PEACE ST	Max J. Fox
Harriet Van Vark	310 E. 2 nd St.	Harriet Van Vark
Merlin Van Vark	310 E 2 nd ST.	Merlin Van Vark
Marvin De Zwart	301 E 2 nd St.	Marvin De Zwart
MARY De Zwart	301 E 2 nd ST.	Mary De Zwart
Glen Vanderhey	299 Hwy 714	Glen Vanderhey
Cynthia Mahmood	410 Peace	Cynthia Mahmood
Alicia Roozeboom	408 Peace St.	Alicia Roozeboom
Gary Mathes	314 E. 3 rd	Gary Mathes
Shirley Mathes	314 E. 3 rd	Shirley Mathes
Adam Bissen	310 E 3 rd	Adam Bissen
Karyn Renaud	300 E. 3 rd	Karyn Renaud
MARY E RENAUD	300 E 3 rd	Mary E Renaud
Dennis Henle	220 E 3 rd ST	Dennis Henle
Steven Warden	212 East 3 rd St.	Steven Warden
Jeri Ryerson	220 Carson St	Jeri Ryerson
Joyce Nikkel	311 University	Joyce Nikkel
Bruce Nikkel	311 University	Bruce C. Nikkel
Wendy Albers	250 208 th Ave	Wendy Albers
Kenneth Ryerson	220 Carson St	Kenneth Ryerson
Caron Kuskamp	220 Prairie	Caron Kuskamp
Barbara Kuskamp	220 Prairie	Barbara Kuskamp
Billy Van Zee	218 Huber St	Billy Van Zee

Don Andre
601 West 1st St.
Pella, IA. 50219

George Wesselhoft
Planning and Zoning Director
City of Pella
100 Truman Road
Pella, IA. 50219

Dear George,

This letter is in reference to the variance requested by Casey's to erect a truck stop size convenience store at 505-515 Main Street and 705 Union Street.

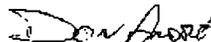
My concerns are as follows:

- ◆ Environmental impact
- ◆ Noise pollution
- ◆ Light pollution
- ◆ Air pollution
- ◆ Storm water run off
- ◆ Quality of life for area resident
- ◆ Property value of adjacent home owners
- ◆ Increase traffic problems on corner of Main and Union
- ◆ Slow destruction of the character of neighborhood

is this the best use of this site? As written in December 3rd, 2015, The Chronicle, The Historic Trust of Pella wrote, "people tend to live, work, shop and visit areas that invoke pleasant memories." They do not visit truck stop size convenience stores.

My hope is the Pella City Code is upheld and no variance will be granted.

Sincerely,


Don Andre

To the Board of Adjustments:

I am very opposed to having
a Super Casey's built
on the Outway Corridor.

Also I am very concerned
with what will happen
with the existing Casey's.

Another concern is the
congestion with Traffic,
especially with the bike/
walking path.

I would request that
you deny the variances.

Thank-you

Edison Niemata

George Wesselhoff

From: Bruce Boertje <boertje@windstream.net>
Sent: Wednesday, December 09, 2015 6:18 AM
To: George Wesselhoff
Subject: Caseys Variance

Mr. Wesselhoff - I would appreciate it if you could pass this message along to the Board of Adjustment members and other appropriate city officials.

As a concerned citizen of Pella I am opposed to giving Caseys a variance for both their set-back and parking requests. Drastically altering or waving altogether our zoning requirements in this manner seems not so much a variance as a dangerous precedent and complete abandonment of the regulations. Main Street is one of our two premier gateways into our historic downtown area and Caseys is asking to take over almost an entire block along that gateway. If we cannot hold our gateway requirements - even (especially) one block from downtown - then we might as well give up enforcing any of our zoning regulations. Let's work to maintain the unique character of our community; once it is gone, it is gone forever. We can proudly ask visitors to stop and see our historic Dutch community with its unique character, but it's going to be a lot tougher to ask them to stop and see another Super Caseys.

Please vote against allowing the variance to Caseys.

I thank you,

Bruce Boertje
614 Monroe St.
Pella, Iowa

November 12, 2015

To: Pella Board of Adjustment Members
Re: Proposed new Casey's store on Main Street

As your Board considers the variances to allow the building of the new Casey's store on Main Street, we would respectfully hope that you would consider the following factors very carefully.

- In 2015 Pella completed a very extensive Comprehensive Plan study to help leaders determine future direction the city should move with regard to future developments as well as many other recommendations. Over 40 of our City leaders spent hundreds of hours completing this study, which was paid for by tax payer funds at a cost of approximately \$85,000. While some may state that the Plan is just a guide for future planning, it did represent the thinking of many of our citizens. In that Plan, **this kind of business was not recommended for the area being considered.**
- **Safety for "all" citizens** should be considered with any new business location. With the amount of traffic anticipated with a 24/7 store such as being proposed, it is very questionable why it should be allowed **close to our library, community center, churches, etc.** Many young people use these facilities every day and their **safety should be a major consideration.**
- Hopefully, consideration can be made for those who live in the near vicinity. Obviously, this will create a very negative impact not only for the value of their properties, but even more importantly **the way of life they now enjoy.**
- Many studies have been made over the years to determine how certain action can impact an area. Hopefully adequate study has been undertaken with regard to traffic impact, safety, and environmental issues.

In conclusion, there are many areas around the community where such a store can be built **without the negative impact it would have on the proposed location.** We wish you well as you consider your decision, and certainly thank you for all of your efforts on this important Board.

Respectfully,

Darrell and Karen Dobernecker
1430 Broadway, Pella

George Wesselhoft

From: Brenda Munson <bjdj120661@gmail.com>
Sent: Wednesday, November 18, 2015 9:40 AM
To: George Wesselhoft
Subject: Mega Casey's

Please say no to a mega Casey's! First, I don't believe it's a good look for the location they're looking at. Second, why do we need a mega store? Please don't let Casey's take over Pella any more than they already have.

Brenda (De Jong) Munson

Wednesday, December 9, 2015

To whom it may concern:

We are writing you today about the proposal to put a Casey's across from El Charro and Pizarro Ranch. Being fairly new to town, we did not have a deep understanding of how things are zoned, policies, or history of the area. Upon hearing this proposal we did a little digging and have come to the conclusion that we are fairly disappointed in Pellet's leadership as they consider allowing this Casey's. We are also disappointed in Casey's General Stores, Inc. It used to be that we looked at them as a corporation with Midwestern roots and values. One such value is being a good neighbor, but now from Casey's we are getting the impression that they are not concerned about the ripple effect building this new store would have on the surrounding neighborhood and community.

It seems backwards that citizens have to present reasons against a Casey's being in this location instead of Casey's having to present the positives that would come to the community with this store despite the fact that it's Casey's (not the citizens) that are working to gain variances to already established regulations.

Probably the biggest concern we have is what this will do to property values for homeowners on land adjacent to where this Casey's would be. Admittedly, we are not experts on real estate, but it seems that each of the surrounding homeowners would be losing thousands of dollars from the value of their property.

It is also our understanding that \$85,000 plus time and effort by several citizens was put into developing a plan for this same space. Something similar to a Casey's was not a part of that plan, so it seems irresponsible to go against the conclusion that so many resources went into finding.

Upon attending the first City Council meeting, we were able to see a drawing of the proposed "Mega Casey's". While the drawing itself was high quality and very nicely put together, it still seems to me that a Casey's does not fit that part of town and would be an eyesore. Furthermore, we have concerns about what will happen to the other two or three stores that are rumored to be shut down if this new one is built. Recently the City of Monroe had a "bigger and better" Casey's built while a smaller one was closed. That smaller one has sat, boarded up, since the day it closed.

If two or three stores are going to be shut down, and one store is going to be built to take its place, then we also have a concern for fellow citizens who will potentially be losing jobs. While some positions may be easily transferred to the new location, we cannot help but think that there may be a manager or two who would be at the risk of losing their position.

Another area of concern we have is that this store is said to be open 24/7. The light alone would be a nuisance, but group that with the noise of tanker trucks, garbage trucks, and the noise of foot and vehicular traffic and things really become an issue for those living in the neighborhood. While the fence and sporadic trees shown in the drawing will admittedly help the situation a bit, they will not be a complete solution.

As things are currently without a Casey's in our backyard, we still find litter dropped in our driveway and yard from college students and others who pass by. Our concern is that this

situation would only worsen with a convenience store behind us, and we would find empty cans, wrappers, etc. on our property. In a similar vein, we are concerned for how this will affect Central College's dry campus policy. As alumni, we are already fully aware that the campus is not truly dry and feel that having alcohol so readily available at a spot so convenient to college students will only further the problem.

When looking at the proposed layout, it is hard not to think of the potential traffic situations that will happen in this area. Main street is already busy, and adding this location will escalate the problem. During Tulp Time it seems like this store will be virtually inaccessible to anyone in a vehicle.

When viewing this situation practically, we find it hard to justify a need for another Casey's in Pella. There are already two stores this size within an approximate five minute drive of any in-town location.

We have tried to find positives in putting this Casey's here and they are hard, if not impossible, to find. The only real winner in this deal would be the person selling the land, and probably Casey's General Stores, Inc. The reasons listed above, especially the money surrounding homeowners would lose as the value of their homes drop, seem to be more than enough to keep Casey's out of this location. A vote in favor of Casey's seems to be a vote against the citizens of Pella.

Respectfully,
Adam and Jacqueline Hale
/04 Independence

Print

Close

503 Main Street

*To: Board of Adjuncts
Pella, IA*
RE: Casey's Request For Variance's

From: Van Nimwegen, Patty (Patty.VanNimwegen@unitypoint.org)
Sent: Wed 11/04/15 1:51 PM
To: DMEYER1929@hotmail.com (DMEYER1929@hotmail.com)
Cc: Van Nimwegen, Patty (Patty.VanNimwegen@unitypoint.org)

My name is Keith Van Nimwegen and I am writing this in conjunction with Casey's General Store requests to build a convenience store in the 500 block of Main Street in Pella, IA.

I own the property at 503 Main Street (the big yellow house on the hill) which is a three plex located adjacent to the proposed building location. It has been a 3 plex for 65 years.

I have considerable experience with the production of noise at this location. Forty plus years ago a Clark gasoline station was constructed on Main street across from this property. At that time I resided at 503 Main Street with my family and can still recall the noise that was produced from a single gas station when there were nearly a dozen places to purchase gas in Pella at that time.

Many a night it was difficult to get to sleep until the station closed for the day, which was not early. In those days we had babies and invariably there would be one or more noisy cars every night, I repeat every night that would awaken one of the children. Not pleasant memories even today and we were happy when the station closed.

At the time the Clark station was proposed I was told that the hill would absorb much of the noise. Guess what, sound travels up as well as straight, the hill may have absorbed some of the sound but there was plenty left for both the first and second stories at this property.

Just with the size of the proposed Casey's convenience store that sells gasoline, grocery items and pizza, the amount of traffic and noise has to be tremendous. With very few places left in Pella to purchase gasoline it is bound to be a very heavy traffic area and I have heard that Casey's plans to close two of their existing locations leaving even fewer locations to purchase gas. I suspect that in the evening and much, much later at night this will be the loudest place in Pella. This is a massive operation for a quiet town. What hour would Casey's close or is this to be a 24 hour location.

I feel it very inconsiderate, at the very least, for Casey's to place both driveways to their location adjacent to the residential properties. The entrance from Main Street that is adjacent to the 503 Main Street property will possibly carry as much as 90% of the traffic since it is the only entrance located on the high traffic 2 lane Main street. Casey's recently built a facility very similar to this in West Des Moines, however it was located on an intersection where both streets are 4 lane streets and flanked by a parking lot and beside a bank. There surely must be a better traffic flow to keep the noise down for the proposed residential site in Pella.

I don't think building a 6 foot fence will do much to keep the noise away from the yellow house. Unfortunately, I can attest that the greatest amount of noise is produced by vehicles entering and especially by accelerating when leaving the establishment. I can just imagine the college students picking up their pizza and beer, then gunning it the 100 feet in front of the yellow house, then hanging a right turn onto Independence Street, THEN GUNNING IT AGAIN, probably squealing the tires around the corner, to get back to the dorm in a hurry before the pizza gets cold.

In conclusion, of course I am not in favor of the Casey's building next to the property I own at 503 Main Street. It doesn't appear an operation this large belongs in the center of a small town in a residential area.

How about a nice strip mall, that closes at 9:00 PM !!!

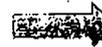
This is the super Casey's in Montezuma with 12 pumps. It was taken at 1:30 in the morning. If you don't think this would be appropriate on Main St. please sign our petition.



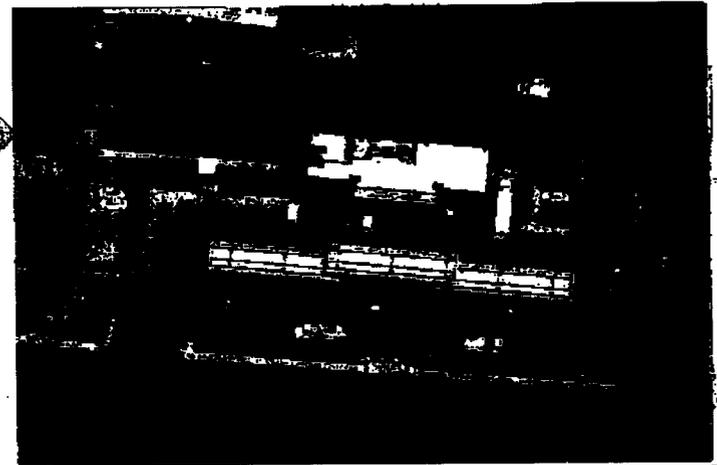
- It will certainly increase traffic by Pizza Ranch.
- Will it cause a problem when the ambulance and fire trucks get called out?
- It will be on the same side of the street as the bike trail.
- It's right next to the library.
- It will be on the parade route at Tulip Time.
- It certainly doesn't blend in well with the fire station, police station, and fire station.
- What will happen to the old Casey's stores?



If you look at the attached aerial view, you'll see that the West Des Moines Casey's site plan is nearly identical the one proposed for Pella— same location of waste containers, exits, etc. except the store's building footprint (97x33) is smaller than what's being proposed for Pella (100x44).



Your support at the Board of Adjustments Meeting Dec. 14 at 6PM at the Joan Kuyper Farver Auditorium in the Community Center would be greatly appreciated.



PELLA PUBLIC LIBRARY

Board of Trustees Meeting

February 9, 2016

I. Call To Order: President Rebecca Manifold called the meeting to order at 3:59 p.m. Board members present were: Alli Bogaard, Kenny Nedder, Praveen Mohan, Jane Koogler, John Evenhouse 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 January minutes prior to the meeting. Rebecca moved to approve the minutes. Jane seconded the motion. The minutes were unanimously approved.

V. Approval of Bills: All Board members received the February list of bills prior to the meeting. The Board discussed the bills and questions were answered. Alli moved to approve the bills. Jane seconded the motion. The bills were unanimously approved.

VI. Unfinished Business: None

VII. New Business:

Microfilm reader/printer: The current reader is approximately 15 years old. Our annual maintenance contract is \$955/year. The company is no longer guaranteeing that they can get parts for the machine. Wendy wanted to cancel the maintenance contract, however the penalty would have been the amount of the annual maintenance contract due to time constraints, so she renewed the contract for one more year. Wendy did solicit bids for new machines and they are \$6,000 - \$10,000, plus \$600 - \$1,000/year in maintenance contracts. The machines would also require a PC. The current machine is rarely used. Wendy has not purchased toner for the machine for at least 2 years. The only microfilm not digitized yet is some county records, 2-3 reels, and would cost approximately \$600 to digitize, and we would need permission from the Historical Society to do so. By not purchasing a new machine, we would not lose any content from our collection as all the information is available on-line (except those 2-3 reels of county records).

As the current machine is now covered under a maintenance contract through 2016, Jane moved to defer this discussion until fall 2016. Praveen 2nded the motion and it carried.

VIII. President's Report and Announcements: None

IX. Director's Report:**A. Budget**

- The Architectural Services CIP project got moved back to FY 18-19 to "accommodate some of the other large construction projects expected to take place in the next few years." However, the city manager assures us that city staff and city council will have a work session outside of the budget process to discuss how best to handle the various projects which may require a bond referendum. These would include the Public Safety Complex, the Community Center and the Library.
- The Friends of the Library agreed to fund the washer/dryer in 2016.

- Wendy also attended the Marion County Board of Supervisor's budget meeting. There is an \$80,000 budget for the 5 libraries in Marion County. Each library gets \$3000 and then the rest is distributed to each library according to their circulation rates among rural patrons. The libraries asked for a \$5000 increase to the overall budget.

B. Integrated Library System

For the most part, the transition has gone well. We have had some issues with family cards and bills transferred from the old system, but we are working through those manually. Credit cards are being accepted and we have had several transactions.

C. Trustee training options in 2016

1. I contacted the State Library about a class on "the future of libraries." They don't have anyone prepared to talk on that subject, but Marianne Mori offered to do a session on "library trends."
 2. I found an archived webinar from the American Library Association called "The Future of Libraries." It is a Q&A format, is 1 hour long, and was recorded March, 2015. It is intended for librarians, not trustees, so there is a fair amount of jargon.
- The Board of Trustees has agreed to do option #1. Wendy will schedule this ASAP. We plan to do the training from 4-5 PM and hold our meeting 5-6 PM.

D. Staff activities

Youth Services: In January, we hosted an ELMA Book Bash. Over 200 children and parents attended. The Family Winter Reading Program started on January 26.

Assistant Director: This month, Chris supervised the Go Live of the new SirsiDynix system. He has been troubleshooting, modifying configurations, coming up with new procedures, and providing one-on-one training as needed to staff members.

Director: I worked primarily on adjustments to the new system, getting credit card payments set up and working, online ordering, collections and statistics. I also gathered the Marion County library statistics and prepared the presentation to the County Board of Supervisors.

E. Upcoming events

- February 9 at 4:00 p.m.: Girls LEGO Club for girls in grades K and up. Sign up is required and limited to 20. Sign up at the Circulation Desk.
- February 9 at 7:00 p.m.: L.E.M.M.I.N.G.S. Teen Group. Any students in 6th grade and higher are welcome to join us for our monthly program.
- February 11-15: Friends of the Library book sale in the Meeting Room.
- Wednesday, February 17 from 2:30 to 3:30 p.m.: Drop in LEGO Club for students in grades K and up.
- February 18 at 10:15 a.m.: Genealogy club.
- February 25 at 12:00 noon: The Brown Bag Book Club will discuss *Pioneer Women: Voices from the Kansas Frontier* by Joanna Stratton. Bring your lunch and bring a friend.
- Genealogy classes will be held on Monday nights beginning Feb. 29.

X. Committee reports:

- Review of Personnel Policy: no changes
 - Revision of Fines and Fees Policy: language was added to accommodate the Library now accepting credit card payments. John motioned to accept the policy as revised. Praveen seconded the motion and it carried.
- The Board noticed some issues with the statistics. Wendy reported that it was difficult to run the statistics this time due to the change over of systems. She will have Teresa review the statistics and correct any mistakes.

XI. Adjournment: President Rebecca Manifold adjourned the meeting at 4:58 p.m. The next regularly scheduled Board Meeting is scheduled for March 8, 2016 at 4 PM.



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. E-1

SUBJECT: Special Event Permit for Easter Sunrise Service

DATE: March 15, 2016

BACKGROUND:

Brian Nolder, pastor of the Christ the Redeemer Church, has requested a Special Event permit for an "Easter Sunrise Service" on Sunday, March 27, 2016 from 6:45-8:00 a.m. The event is scheduled to take place on the north stage of the Tulip Toren. An estimated 30-50 people are expected to attend.

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: Application, Department Head Comments, Map

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: City Administrator
City Clerk

RECOMMENDATION: Approve special event permit.



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:

Date Received: 3/4/16 Received by: [Signature] Fee: \$20 Insurance Certificate: Pending

Name of Event: *Easter sunrise service*

Date of Application: 3/3/16

Fee Paid: Yes No

Make check payable to City of Pella

Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".

Insurance Certificate: Yes No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.)

*a short church service, likely attended by 30-50,
at Tulip Town*

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name:	Contact Person: <i>The Rev. Brian D. Ablder</i>
Signature:	Signature: <i>[Signature]</i>
Date of Birth:	Date of Birth: <i>12/2/1966</i>
Address:	Address: <i>1109 W David St. Pella</i>
Phone:	Phone: <i>628-1305</i>
Cell Phone:	Cell Phone: <i>204-1372</i>

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: *Sun. March 27, 7-8 AM*

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: *6:45 AM*

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.

Tulip Town stage

EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? Yes No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name	Distance on Street	Date/ Time for Street Closings		# of Barricades
		Starting:	Ending:	
		Starting:	Ending:	

DO PARKING SPACES NEED TO BE RESERVED? Yes No If spaces need to be roped off or reserved, please indicate below.

Location	# of Cones

WILL SIGNAGE BE USED? Yes No If Yes, complete the Special Event Signage Information Sheet.

WILL POLICE OFFICERS OR RESERVES BE NEEDED? Yes No If Yes, list number needed and for what length of time. You will be billed \$30 per hour per officer.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? Yes No If Yes, complete the Special Event Electrical Information Sheet.

WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

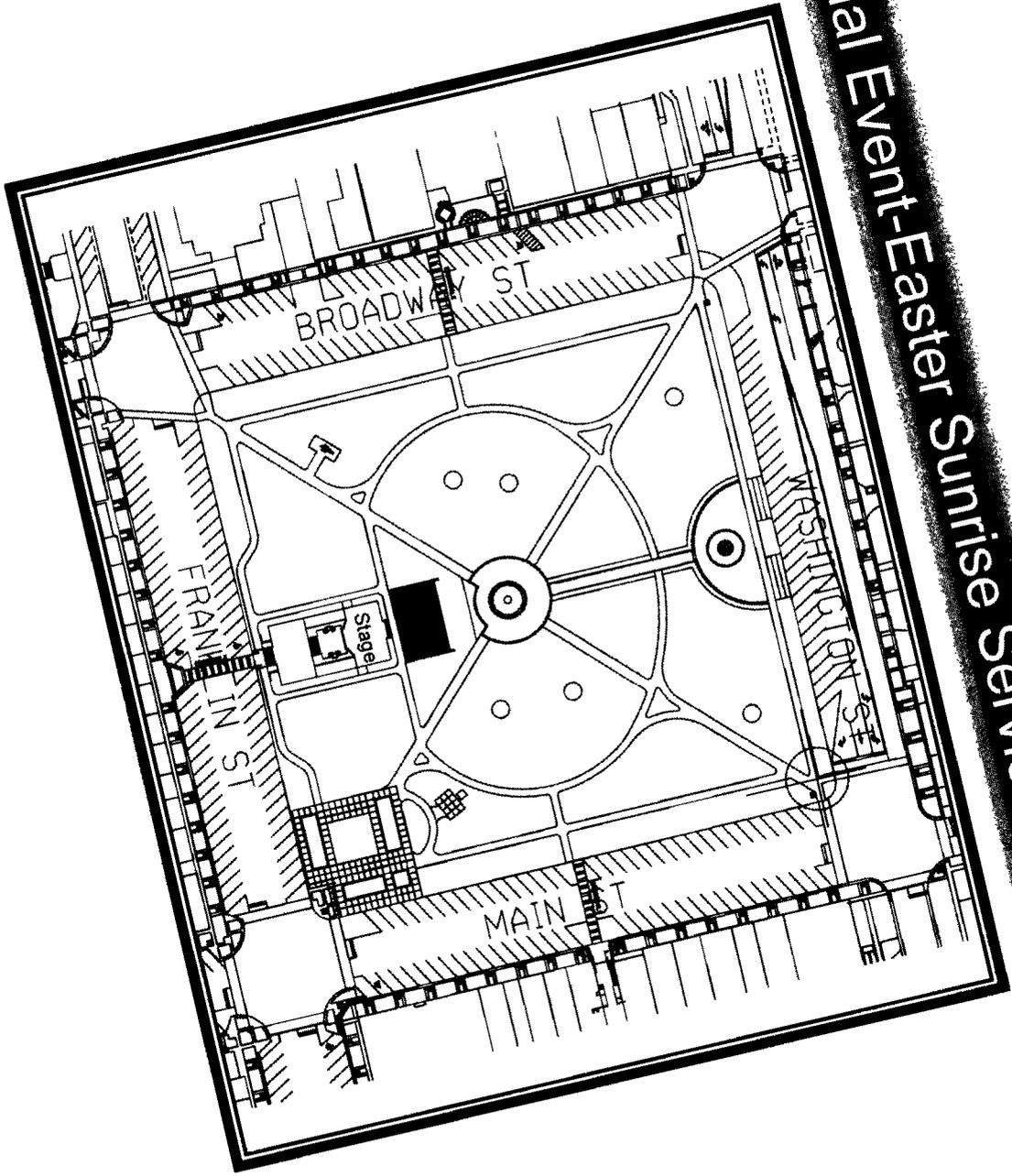
COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: Map Drawing
 If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.

Tulip Tower Stages (North)

WILL THERE BE VENDOR BOOTHS? Yes No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.

WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? Yes No If Yes, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner	Address	Signature of Property Owner



Special Event-Easter Sunrise Service Location



CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

Event:	Easter Sunrise Service
Add Comments by:	March 8, 2016
City Hall Contact:	Ronda Brown
Date of Event:	March 27, 2016
If questions contact:	Brian Nolder 641-204-1372

Recommendation:

Recommend approval. RAB

Recommendation:

Recommend approval. DB

Recommendation:

Recommend approval. GW

Recommendation:

Recommend approval. DM

Recommendation:

Recommend approval. JV



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. G-1

SUBJECT: Request to Change the May 3, 2016 Council Meeting to May 2, 2016

DATE: March 15, 2016

BACKGROUND:

Due to the grand opening of the Pella Sports Park scheduled for May 3, 2016, staff would like to request that the regular Council meeting date be changed from Tuesday, May 3rd to Monday, May 2nd at 7:00 p.m.

ATTACHMENTS: None

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Change Council Meeting from May 3 to May 2, 2016



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-1

SUBJECT: Resolution Accepting Improvements and Authorizing Final Payment for the
38MW Power Plant Deconstruction Project.

DATE: March 15, 2016

BACKGROUND:

This resolution accepts the improvements and authorizes final payment to NorthStar Demolition and Remediation, LP for work associated with the project known as Power Plant Deconstruction Project. The project consisted of the removal of the City's power plant from its current site and restoration of the area to green space.

Listed below is a summary of the construction contract:

Original Contract Price	\$ 1,388,000.00
Change Order No. 1 (Additional Asbestos Abatement)	15,215.00
Change Order No. 2 (Revised Substantial Completion Date)	0.00
Final Construction Contract	\$ 1,403,215.00
Less Previous Payments	(\$1,333,054.25)
Final Amount Due Contractor	\$ 70,160.75

Finally, the engineer for the project, Burns and McDonnell, has approved the closeout documents and is recommending acceptance of the project.

ATTACHMENTS: Resolution, Engineer's Statement, Final Payment Documents

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO. 5671

RESOLUTION ACCEPTING IMPROVEMENTS AND AUTHORIZING FINAL PAYMENT TO NORTHSTAR DEMOLITION AND REMEDIATION FOR WORK ASSOCIATED WITH THE PROJECT KNOWN AS THE 38MW POWER PLANT DECONSTRUCTION PROJECT

WHEREAS, on the 3rd day of December, 2013, the Mayor and Clerk of the City of Pella, Iowa, entered into a construction contract with NorthStar Demolition and Remediation, LP of 16421 Aldine Westfield Road, Huston, TX 77032-1311, for the construction of certain public improvements generally described as the 38MW Power Plant Deconstruction Project; and

WHEREAS, the Engineer, Burns & McDonnell Engineering Company, Inc. has submitted a Final Completion Letter dated March 4, 2016 which states the Contractor has met all contract requirements and any retainage should be released and work be accepted as complete.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract.

Section 2. That the Original Contract Sum of \$1,388,000.00 has been increased to \$1,403,215.00 as a result of previously authorized change orders.

Section 3. Final payment to NorthStar Demolition and Remediation, LP for work completed is authorized in the amount of \$70,160.75.

PASSED AND APPROVED this 15th day of March, 2016.

Mayor

ATTEST:

City Clerk



March 4, 2016

Mr. Mike Norman
Electric Operations Superintendent
City of Pella
1875 Washington Street
Pella, Iowa 50219

Subject: City of Pella - Power Plant Demolition Project
Northstar Demolition and Remediation, LP Project 13-206D
Final Completion Letter

Dear Mr. Norman:

Burns & McDonnell's (BMcD) last site visit on July 30, 2014 to the subject project indicated the demolition effort was completed and the only work scope left was grading and landscaping. Based on the City of Pella photos of the site end condition and the City's receipt of the abatement and landfill documentation from the Contractor (Northstar) required under the Contract, the Contractor has met all contract requirements and we recommend that any retainage be released and the work be accepted as complete.

On behalf of BMcD, we appreciate the opportunity to work on this project with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Vic Ranalletta".

Vic Ranalletta, P.E.
Project Manager
Burns & McDonnell Engineering Company, Inc.

APPLICATION FOR PAYMENT

TO OWNER: CITY OF PELLA
 825 BROADWAY AVE.
 PELLA, IA 50219
 ATTN: MIKE NORMAN

PROJECT: 13-208D
 38 MW POWER PLANT DECONSTRUCTION
 519 OSKALOOSA
 PELLA, IA

APPLICATION NO. 9 Final
 PERIOD TO: 02/25/2016
 PROJECT #s:

Distribution to:
 OWNER
 CONTRACTOR
 ARCHITECT

FROM CONTRACTOR: Northstar Demolition and Remediation, LP
 16421 Aldine Westfield Road
 HOUSTON TX 77032-1311

ARCHITECT: BURNS AND MCDONNELL ENGINEERING
 1431 OPUS PLACE, SUITE #400
 DOWNERS GROVE, IL 60515

CONTRACT DATE: 01/31/2014

CONTRACT FOR: DEMOLITION SERVICES

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

- 1. ORIGINAL CONTRACT AMOUNT \$1,388,000.00
- 2. NET CHANGE BY CHANGE ORDER \$15,215.00
- 3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2) \$1,403,215.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$1,403,215.00
 (Column G on Continuation Page)
- 5. RETAINAGE:
 - a. 0.00% of Completed Work
 (Columns D + E on Continuation Page)
 - b. 0.00% of Stored Material
 (Column F on Continuation Page)
 Total Retainage (Line 5a + 5b or
 Column I on Continuation Page) \$0.00
- 6. TOTAL EARNED LESS RETAINAGE \$1,403,215.00
 (Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT..... \$1,333,054.25
 (Line 6 from prior Application)
- 8. CURRENT PAYMENT DUE..... \$70,160.75
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$15,215.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$15,215.00	\$0.00
NET CHANGES by Change Order	\$15,215.00	

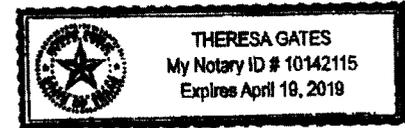
APPLICATION FOR PAYMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: NORTHSTAR DEMOLITION AND REMEDIATION LP
 By: [Signature] Date: 2/25/16

State of: TEXAS
 County of: HARRIS

Subscribed and sworn to before
 me this 25 day of Feb, 2016
 Notary Public: [Signature]
 My Commission Expires: 04/19/2019



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED \$70,160.75

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

ARCHITECT: [Signature]
 By: [Signature] Date: 3/4/2016

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT: 13-206D

APPLICATION NO.:

9 Final

containing Contractor's signed Certification is attached.

38 MW POWER PLANT DECONSTRU

APPLICATION DATE:

02/25/2016

Use Column I when variable retainage for line items may apply.

PERIOD TO:

02/25/2016

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% (G / C)		
01	General Conditions and Mobilization								
02	Mobilization	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	\$0.00
03	Demobilization	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
04	General Conditions Division 1	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	\$0.00
05	Performance & payment Bonds	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00	100%	\$0.00	\$0.00
06	ACM & Non-ACM Abatement								
07	Asbestos Containing Materials	\$652,000.00	\$652,000.00	\$0.00	\$0.00	\$652,000.00	100%	\$0.00	\$0.00
08	Removal and Disposal of Non-AC	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
09	Exterior Excavation Work								
10	Excavation of remaining coal from	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	\$0.00
11	Demolition								
12	Utility Disconnecting and capping	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
13	Removal of Remaining oils, fluids,	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00	\$0.00
14	Power plant equipment	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	\$0.00
15	Power plant piping and ductwork	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
16	Power plant electrical wiring and ra	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$0.00
17	Removal of stack & Eq. Above pow	\$125,000.00	\$125,000.00	\$0.00	\$0.00	\$125,000.00	100%	\$0.00	\$0.00
18	Demolition of power plant superstru	\$74,000.00	\$74,000.00	\$0.00	\$0.00	\$74,000.00	100%	\$0.00	\$0.00
19	Demolition of power plant substruct	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	\$0.00
20	Demo of outbuildings foundation a	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
21	Substation (foundation and superst	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100%	\$0.00	\$0.00
22	Balance of Site piping	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
23	Balance of site electrical wiring and	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
24	Balance of site equipment	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$0.00
25	Balance of site concrete, structures	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	\$0.00
26	South fence and foundation, jersey	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
27	Transportation & Disposal of Gener	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	\$0.00
28	Site preparation & earthwork (Post	\$223,000.00	\$223,000.00	\$0.00	\$0.00	\$223,000.00	100%	\$0.00	\$0.00
29	Backfill & RE-surfacing below grad	\$93,000.00	\$93,000.00	\$0.00	\$0.00	\$93,000.00	100%	\$0.00	\$0.00
	TOTALS	\$1,990,000.00	\$1,990,000.00	\$0.00	\$0.00	\$1,990,000.00	100%	\$0.00	\$0.00

CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT:

13-206D

APPLICATION NO.:

9 Final

containing Contractor's signed Certification is attached.

38 MW POWER PLANT DECONSTRU

APPLICATION DATE:

02/25/2016

Use Column I when variable retainage for line items may apply.

PERIOD TO:

02/25/2016

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED VALUE	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED (D + E + F)	% (G / C)		
30	Installation of Curbs & Gutters	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
31	Seeding and Maintenance	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$0.00
32	Scrap Equipment & Materials/Scra	(\$616,000.00)	(\$616,000.00)	\$0.00	\$0.00	(\$616,000.00)	100%	\$0.00	\$0.00
33	NCM CO#1	\$15,215.00	\$15,215.00	\$0.00	\$0.00	\$15,215.00	100%	\$0.00	\$0.00

	TOTALS	\$1,403,215.00	\$1,403,215.00	\$0.00	\$0.00	\$1,403,215.00	100%	\$0.00	\$0.00
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CONTINUATION PAGE FOR APPLICATION FOR PAYMENT

THE CITY OF PELLA
RELEASE AND WAIVER OF CLAIM AND LIEN RIGHTS

Project: 38 MW Power Plant Deconstruction

Principal Contractor: Northstar Demolition and Remediation, LP

The undersigned is an authorized agent for the person, firm, or corporation who/which has performed labor, or furnished materials, service, or transportation in the construction of that portion of the project for which release of the retainage is requested, such portion of project described as follows: Asbestos Abatement and Demolition

Specify type of labor, materials, service, or transportation provided: Asbestos Abatement and Demolition

Agreement Amount: \$1,403,215.00

The person, firm or corporation hereby agrees to release and waive any and all claims and claim and lien rights against the City of Pella.

DATE: 2/25/16

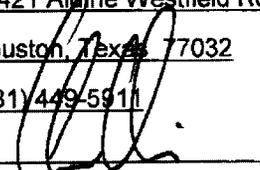
Northstar Demolition and Remediation, LP

Person, Firm or Corporation

Mailing Address: 16421 Aline Westfield Rd

Houston, Texas 77032

Telephone No. (281) 449-5911

Signed By: 

Typed Name: Chris Medlin

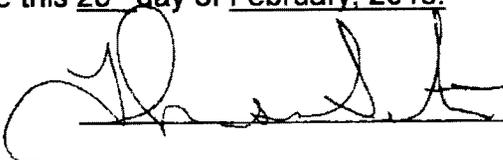
Title: General Manager

STATE OF TEXAS

S.S.

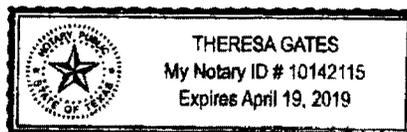
COUNTY OF HARRIS

Subscribed and sworn to before me this 25th day of February, 2016.



My Commission Expires:

04/19/19



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Champion Crane Service, Inc.
Name of Customer: NCM Demolition and Remediation, LP
Job Location: City of Pella/Oskaloosa, Pella, IA 50218
Owner: City of Pella

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: NorthStar Demolition and Remediation, LP
Amount of Check: \$ 60,517.60
Check Payable to: Champion Crane Services, Inc.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: *[Handwritten Signature]*
Claimant's Title: President
Date of Signature: 8/14/14

**SUPERSEDED -
SEE NEXT PAGE**

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Champion Crane Services, Inc
Name of Customer: NCM Demolition and Remediation LP
Job Location: City of Pella/Oskaloosa Pella, IA 50219
Owner: City of Pella

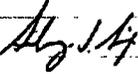
Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed by an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 50,517.50

Signature

Claimant's Signature: 
Claimant's Title: **President**
Date of Signature: **8/19/14**

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Access America Transport

Name of Customer: NCM Demolition and Remediation, LP

Job Location: City of Pella/Pella, IA

Owner: City of Pella

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

[Handwritten Signature]
Cred. & Manager
2/19/16

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Ryan's Electrical Services

Name of Customer: NCM Demolition and Remediation, LP

Job Location: City of Pella/Pella, IA

Owner: City of Pella

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: *Carrie Egan*

Claimant's Title: *Project Coordinator*

Date of Signature: *2/22/16*

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: MidWest Sanitation

Name of Customer: NCM Demolition and Remediation, LP

Job Location: City Of Pella/Pella, IA

Owner: City of Pella

Unconditional Waiver and Release

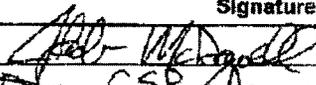
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:



Claimant's Title:

~~CSR~~ CSR/Accounts Receivable

Date of Signature:

2-18-16

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Brackin Land Improvement, Inc

Name of Customer: NCM Demolition and Remediation, LP

Job Location: City of Pella, IA

Owner: City of Pella

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Trina S. Collier

Claimant's Title:

Brackin rep

Date of Signature:

2/25/16



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-2

SUBJECT: Resolution Approving a Lease Agreement for the Rental of 400 Square Feet of the Molengracht Plaza for Outdoor Dining

DATE: March 15, 2016

BACKGROUND:

Staff has received a request from Kellie Phillips, owner of Monarch's Restaurant and Lounge located in the Molengracht Plaza, to renew a lease agreement for the use of 400 square feet outside of their establishment for an outdoor dining area. It is important to note, they have had a lease agreement with the City for the same area since 2011.

Below are highlights of the lease agreement with Monarch's:

- Monarch's will pay \$.50 per square foot for 400 square feet for a total of \$200.
- The term of the lease is from April 1, 2016 to October 31, 2016.
- During the term of the lease, Monarch's will provide comprehensive general-liability insurance coverage in the amount of \$1,000,000 that names the City as additional insured.
- Hours of operation are limited to between 6:00 a.m. and 12:00 midnight.
- Monarch's may play quiet music which does not disturb those utilizing adjoining publically owned space. The purpose of playing the music is to add to the atmosphere, and the same music that is played inside the restaurant is played in the outdoor space. This item was added in 2012, and no complaints have been reported.

It is also important to note that the City has the authority to utilize the space for special events or other City functions during the contract period.

ATTACHMENTS: Resolution; Agreement; Map

REPORT PREPARED BY: Community Services Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the resolution.

RESOLUTION NO. 5672

RESOLUTION APPROVING A LEASE AGREEMENT FOR THE RENTAL OF
400 SQUARE FEET OF THE MOLENGRACHT PLAZA FOR
OUTDOOR DINING

WHEREAS, the Molengracht Plaza was designed as a space where people would gather, stroll, mingle, relax and recreate; and

WHEREAS, the City Council desires to encourage maximum use of the Molengracht Plaza area by people, and

WHEREAS, there has been a request by Monarch's Restaurant and Lounge to utilize the Molengracht Plaza for outdoor dining.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELLA, IOWA that the lease agreement between the City of Pella and Monarch's Restaurant and Lounge be accepted and approved.

PASSED AND APPROVED this 15th day of March, 2016.

James Mueller, Mayor

Attest:

Ronda Brown, City Clerk

MOLENGRACHT PLAZA LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____ 2016, by and between the City of Pella, Iowa, a municipal corporation, (hereinafter referred to as "CITY", and Monarch's Restaurant & Lounge (hereinafter referred to as "LESSEE), witnesseth:

WHEREAS, the City is the titleholder of certain real estate situated in Marion County, Iowa, which real estate is commonly known as the Molengracht Plaza; and

WHEREAS, a portion of said real estate is presently not required for municipal purposes and the City is desirous of leasing said portion of said real estate; and

WHEREAS, said portion of said real estate is not likely to be needed for municipal purposes within the term of this lease;

NOW, THEREFORE, for valuable consideration, the receipt and which is hereby acknowledged, the City and Lessee agree as follows, to-wit:

1. PREMISES. The City leases unto Lessee and Lessee leases from the City certain real property located in the City of Pella, Marion County, Iowa, hereinafter referred to as the "Leased Premises," and more particularly described in Exhibit "A" attached hereto and made a part hereof and which leased premises will at a minimum conform to the following restrictions: (a) a minimum separation of eight feet between the leased space and structures not a part of the restaurant operation: (b) a maximum distance of 27 feet from the structure within which the main restaurant operation is operated to the outer boundary of the leased space.
2. TERM. The term of this Lease shall be for the period of April 1, 2016 to October 31, 2016.
3. CONSIDERATION. Lessee shall pay to the City for the use of the Leased Premises, a rental of \$.50 per square foot for 400 square feet, or \$200.00. The rental shall be paid in full upon execution of this lease. Payment should be made at the office of the City Clerk, City Hall, 825 Broadway, Pella, Iowa 50219.
4. USE OF PREMISES. Lessee may use the Leased Premises for purposes of a patio, walk and outdoor cafe. An "Outdoor Cafe" is defined, for the purposes of this lease, as any group of tables and chairs, and authorized decorative and accessory devices, situated and maintained upon the public space in the Molengracht Plaza for use in connection with the consumption of food and beverages (alcoholic beverage sales with appropriate license only) sold to the public from, or in, an adjoining indoor restaurant, or other indoor business selling food for consumption on the premises. Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any other purpose. The following restrictions shall apply to Lessee's use of the Leased Premises:
 - a. All outdoor dining furniture, including tables, chairs, umbrellas and

authorized accessory items, shall be readily movable. "Readily movable" shall mean that no object, as stated above, which is part of the outdoor cafe, shall be leaded, cemented, nailed, bolted, power riveted, screwed-in or affixed, even in a temporary manner, to either the surface on which the outdoor cafe is placed, to the building, or to any other structure which the outdoor cafe abuts. The use of any form of anchoring device that would penetrate the surface of the Plaza is prohibited. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds.

- b. Barriers separating patrons from the pedestrian traffic on the remainder of the Plaza, which barriers shall be readily movable as defined above, shall delineate the outdoor cafe. There shall be no smoking within the delineated area. There shall be no more than one break in the barrier to allow entrance to the outdoor dining area from the adjoining Plaza area. Additional detailed requirements for the outdoor cafe are set out on the attached Exhibit A and detailed in paragraph (1) above.
- c. The placement of any railings, furniture and accessories is subject to approval of the Community Development Committee (CDC) as to composition, color and design, and must be done in a manner consistent with protection and safety of the public.
- d. If the railings are removed at any time during the lease term and at the termination or expiration of the lease, Lessee must restore the premises to a good and safe condition consistent with the use of the premises as a public way.
- e. The outdoor preparation of food and busing or service stations is prohibited. The use of plastic, paper or other disposable dishes and utensils and accessories and the presetting of table and utensils, glasses, napkins, condiments and the like are prohibited. However, the above provisions need not necessarily apply when done in conjunction with activities covered by a special event permit or private event permit issued by the City.
- f. Trash and refuse storage for the outdoor cafe shall not be permitted within the outdoor dining area, or on adjacent Plaza areas, and the Lessee shall remove all trash and litter as they accumulate. The Lessee shall be responsible for maintaining the outdoor dining area, including the Plaza surface and furniture and adjacent areas in a clean and safe condition.
- g. The Outdoor cafe shall operate on days whenever fair weather would enhance outdoor dining from the dates of April 1 to October 31 of the term of this Lease. The hours of operation are limited to between 6:00 AM and 12:00 Midnight. Tables, chairs and all other furniture used in the operation of the outdoor café shall be removed from the Plaza if for any reason there is an extended period of time that the café is not in operation between

April 1 and October 31.

- h. The City shall have the right and power, acting through the City Administrator or his designee, to prohibit the operation of the outdoor cafe at any time because of anticipated or actual problems or conflicts in the use of the Plaza area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades or marches, repairs to the Plaza or demonstrations or emergencies occurring in the area. To the extent possible, the Lessee shall be given prior written notice of any time period during which the operation of the outdoor cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.
5. DUTY TO MAINTAIN AND RIGHT TO INSPECT. Lessee has inspected the Leased Premises and leases it "as is." Lessee shall have the duty, at Lessee's sole expense, to maintain and repair the Leased Premises and keep same in as good a condition as when Lessee took possession thereof, except for the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee; to remove debris from the Leased Premises; and debris emanating from the leased premises which has migrated to adjoining areas, to cut or mow any grass or weeds, and trim any trees growing on the Leased Premises, and to immediately provide City with notice of any damage to the Leased Premises or of the development of any dangerous condition on the Leased Premises. City shall have the right to reasonably enter and inspect the Leased Premises.
6. COVENANT OF QUIET ENJOYMENT. Lessee, upon payment of the rental herein reserved and upon performance of all of the terms of this Lease, shall at all times during the Lease term and during any extension thereof peaceably and quietly enjoy the Leased Premises without any unreasonable disturbance from City, its agents or employees. This includes the ability for Lessee to enjoy quiet music which does not disturb those utilizing adjoining publically owned space.
7. COMPLIANCE WITH LAW. Lessee at its sole expense shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the City or Lessee with respect to the Leased Premises. Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions.
8. UTILITIES AND OTHER SERVICES. Lessee shall pay all charges for gas, electricity, light, heat and power, and telephone and other communication service used, rendered, or supplied upon or in connection with the Leased Premises, and shall indemnify the City against any liability or damages on such account.

9. HOLD HARMLESS. Lessee shall indemnify, protect, save and hold harmless the City from and against any and all liability, losses, and damages to property or bodily injury or death to any person, including payments made under workers' compensation laws, and including damages caused by or arising out of any act of negligent omission of Lessee, its agents, employees or contractors, happening or done in, on or about the Leased Premises, or arising out of or in any way connected with the tenancy, use or occupancy thereof, or any part thereof, by Lessee or any person claiming through or under Lessee. Lessee's obligation to indemnify, save, protect and hold harmless shall include the obligation to pay all reasonable expenses incurred by the City in defending itself with regard to any of the aforementioned claims, including all out-of-pocket expenses such as attorney's fees and the value of any services rendered by the Legal Department of the City or any other officers or employees of the City.

10. INSURANCE AND INDEMNIFICATION AGREEMENT. Lessee agrees to keep in force during the term of this Lease comprehensive general-liability insurance coverage in the amount of \$1,000,000 combined single limit, with insurance underwriters authorized to do business in the State of Iowa satisfactory to the City. Such insurance shall be provided on an occurrence basis and not on a claims made basis, and shall include coverage for premises and operations liability, and including independent contractors and for products-completed operations. The City shall be named as an additional insured on the insurance policy, and the policy shall provide on its face that it may not be canceled except at least thirty (30) days written notice to the City. The City Administrator of the City, taking into account the financial resources of Lessee, risk involved to the City and to the general public, as well as other salient factors, shall approve the amount of the deductible. Lessee shall file with the City Clerk of the City a certificate of insurance, which clearly discloses on its face coverage in conformity with all of the foregoing requirements, and if requested by the City, the Lessee shall additionally submit a certified copy of the policy to the City.

11. TERMINATION OF LEASE AND DEFAULTS OF LESSEE. This Lease Agreement shall terminate upon expiration of the Lease Term. Upon default of payment of rental or upon any other default of Lessee in accordance with the terms and provisions of this Lease Agreement, this Lease may, at the option of City, be canceled and forfeited; provided, however, before any such cancellation and forfeiture, the City shall give Lessee written notice specifying the default, or defaults, and stating that this Lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults are remedied within such grace period. In addition, the City shall have the right to terminate or cancel this Lease prior to the expiration of the demised term upon a determination by the City Council that the Leased Premises are required for a public purpose and upon giving Lessee at least thirty (30) days written notice stating the intent to so terminate or cancel this Lease. If the City so terminates or cancels this Lease by giving thirty (30) days written notice, there shall be no damages except for prepaid rents, if any, which shall be by the City upon request by Lessee on a pro rata basis.

12. SURRENDER OF PREMISES AT TERMTNATION. Lessee agrees that upon termination of this Lease, Lessee shall surrender and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee.

13. REMOVAL OF EQUIPMENT/FURNITURE. Lessee shall have the right at termination of this Lease, if Lessee is not in default thereof, to remove any equipment/furniture which Lessee has installed in the Leased Premises other than equipment/furniture installed to replace those which were in the Leased Premises immediately prior to commencement of the Lease term, providing Lessee repairs any and all damages caused by removal. Any such equipment/furniture or improvements which remain on the Leased Premises after the date of termination shall be considered abandoned and thereafter may be removed and disposed of at the discretion of the City without the City incurring any liability therefore. However, at the termination of this Lease, Lessee shall remove any equipment/furniture placed on the Leased Premises by Lessee and restore the Leased Premises to its original condition if the City so directs.

14. NOTICES. Notices as provided for in this Lease Agreement to the City shall be deemed sufficient if sent by certified mail with return receipt to the City Administrator, City of City Hall, 825 Broadway, Pella, Iowa 50219. Notices as provided for in this Lease Agreement to Lessee shall be deemed sufficient if sent by certified mail with return receipt requested to:

15. RIGHT TO ASSIGN AND SUBLEASE. Lessee may sublet all or portions of the Leased Premises for the remainder of the term only in conjunction with and as a part of the transfer of the adjoining indoor restaurant business, to be operated at the same location, and only with the prior written approval of the City Council, which approval shall not be unreasonably withheld. The covenants, conditions and terms of this Lease Agreement shall be binding on Lessee's successors and assigns.

16. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa,

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

CITY OF PELLA, IOWA

James Mueller, Mayor

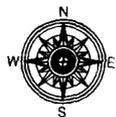
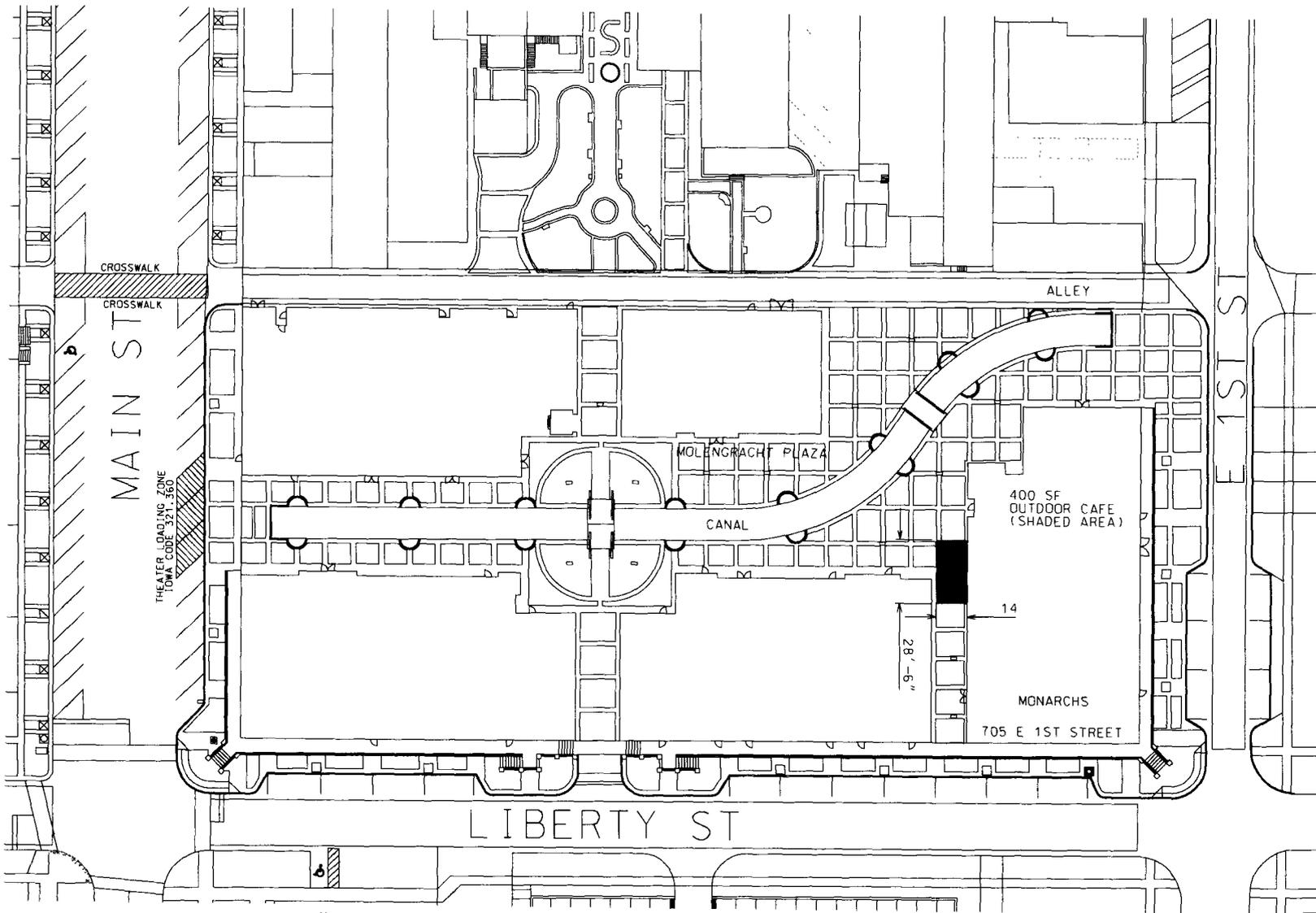
ATTEST:

Ronda Brown, City Clerk

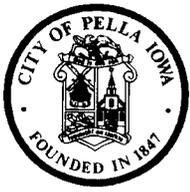
RAKK LLC DBA Monarch's Restaurant and Lounge, Lessee

By _____

By _____



MOLENGRACHT PLAZA
Pella, Iowa



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-3

SUBJECT: Pella Farmer's Market

DATE: March 15, 2016

BACKGROUND: For 2016, the Pella Farmer's Market is scheduled to be held in the parking area of First Reformed Church, 603 Broadway on Thursdays from 3-6 p.m and Saturdays from 9 a.m.-12 p.m. The Market is scheduled to run from late April through mid-October.

According to the Pella City Code, participants in the market are considered peddlers and as such would be subject to obtaining permits. However, according to Pella City Code, by resolution, the Pella City Council may exempt the Pella Farmer's Market from the required permit if the event is declared to be of City-wide interest.

This resolution would exempt the Pella Farmer's Market from obtaining a peddler permit. If approved, this license exemption would be valid for one year from date of resolution upon the condition that the Pella Farmer's Market complies with all other applicable City Code requirements. This includes requiring the sponsor to maintain a list of vendors that includes, names, addresses, and current sales tax permit information.

ATTACHMENTS: Resolution

REPORT PREPARED BY: City Hall

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5673

A RESOLUTION APPROVING PELLA FARMER'S MARKET EXEMPTION FROM
THE REQUIRED PEDDLERS, SOLICITORS AND TRANSIENT
MERCHANT LICENSE

WHEREAS, the Pella Farmer's Market is of City-wide interest; and

WHEREAS, the City Code allows the Pella City Council, by resolution, to exempt the required Peddlers, Solicitors and Transient Merchant license during an event declared to be of City-wide interest; and

WHEREAS, subsequent yearly exemptions must be requested by the Pella Farmer's Market.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PELLA, IOWA, that the City Council exempt the Pella Farmer's Market from the required Peddlers, Solicitors and Transient Merchant license for one year from the date of this resolution upon the condition that the Pella Farmer's Market complies with applicable City Code.

PASSED and ADOPTED this 15th day of March, 2016.

James Mueller, Mayor

ATTEST: _____
Ronda Brown, City Clerk



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: I-1

SUBJECT: Ordinance Amending Zoning Regulations, 165.33 Sign Regulations by Amending the Provisions Pertaining to Highway 163 Bypass Signage

DATE: March 15, 2016 (This item was tabled on February 16, 2016.)

BACKGROUND:

The City Council in 2004 amended the City Code to permit up to 60 foot pole signs for food, fuel and lodging uses located within a 1,600 foot radius of the Highway 163 interchanges at Washington Street, Clark Street and the County line. Prior to this amendment, the maximum height for a pole sign was 15 foot.

As background, this code amendment was driven by visibility concerns at the Clark Street and Highway 163 interchange. Specifically, it was felt businesses in this area needed to have signs in height of 60 feet in order to be visible from Highway 163. However, over the twelve years since this amendment has been in place, the tallest constructed at these interchanges was 30 feet. Furthermore, Dairy Queen was recently approved for a 40 foot pole for their new restaurant located in the vicinity of Clark Street and Highway 163.

Since businesses over the last twelve years have only requested to construct pole signs up to 40 feet in height, staff discussed this issue with Council during Policy and Planning on November 17, 2015. Specifically, the concern with the current maximum height of sixty feet for pole signs does not appear to be needed by businesses. Furthermore, tall signs have traditionally been viewed as contrary to the City's zoning ordinance and gateway zoning districts. For comparison purposes, staff inquired with three comparable communities who abut Interstates 80, 35, and 235. Listed below is the maximum sign height each of these communities allow for businesses located in the vicinity of an interstate interchange:

	Maximum Sign Height	Maximum Sign Area
West Des Moines	30 ft.	100 sq. ft.
Urbandale	50 ft.	300 sq. ft.
Clive	30 ft.	100* sq. ft.
Pella	60 ft.	180 sq. ft.
Average without Pella	36.6 ft	166.66 sq. ft.

* Allows business owners who own 25 acres of land and have 1,000 linear feet of frontage abutting the interstate to construct a monument sign of 30 feet in height and up to 750 square in area.

After discussing this issue, Council directed staff to solicit feedback from the Community Development Committee and Planning and Zoning on this issue. For these two committees, staff proposed a draft ordinance which would limit the size of a pole sign constructed at a Highway 163 interchange to 40 feet, which was the tallest sign any business has requested over the past twelve years.

Listed below is a summary of the proposed sign code amendment:

Current Hwy 163 Sign Height Limitations

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

Proposed Hwy 163 Sign Height Limitations

- A sign area of up to 120 square feet for signs 40 feet in height.
- A sign area of up to 90 square feet for signs 30 feet in height.
- Signs less than 30 feet in height shall be limited to a maximum sign area of 50 square feet.

Committee Actions

The Community Development Committee (CDC) at their December 9, 2015 meeting voted 8 to 0 to recommend approval of the ordinance.

The Planning and Zoning Commission at their January 25, 2016 meeting voted 9 to 0 to recommend denial of the ordinance. Due to the fact the Ordinance amendment was denied by the Planning and Zoning Commission, a super majority of Council, three-fourths (3/4) or 5 out of 6 of the members, is required to approve this ordinance per 165.38.

At the Council meeting on February 16, 2016, Ordinance No. 906 was tabled to allow representatives from the Community Development Committee and Planning and Zoning to meet to further discuss the bypass signage issue.

ATTACHMENTS: Ordinance; Highway 163 Bypass Sign Graphic

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR, CITY CLERK

RECOMMENDATION: Table Ordinance until representatives from CDC and P&Z have met for further discussion on this topic.

ORDINANCE NO. 906

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA BY AMENDING CHAPTER 165, ZONING ORDINANCE, 165.33 BY AMENDING THE PROVISIONS PERTAINING TO HIGHWAY 163 BYPASS SIGNAGE

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. TEXT AMENDMENTS. The City Code of the City of Pella is hereby amended by deleting 15. Highway 163 Bypass Signage replacing with the following:

15. Highway 163 Bypass Signage:

A. Applicability. The provisions of this section shall only apply to food, fuel or lodging uses as defined by this section for parcels within a 1600 foot radius of the center of Highway 163 and the Washington Street, Clark Street or County Highway G5T interchanges.

B. Maximum Area/Maximum Height for Freestanding Elevated Signs. Parcels meeting the above applicability requirements may have one freestanding elevated sign with areas as follows:

(1) A sign area of up to 120 square feet for signs 40 feet in height.

(2) A sign area of up to 90 square feet for signs 30 feet in height.

(3) Signs less than 30 feet in height shall be limited to a maximum sign area of 50 square feet.

C. Number of Signs. Parcels meeting the applicability requirements may have one freestanding sign in addition to one freestanding elevated sign provided the additional sign is a freestanding ground sign. A minimum distance of sixty (60) feet shall be maintained between freestanding elevated signs and freestanding ground signs. A minimum distance of two hundred (200) feet shall be maintained between a freestanding elevated sign and any other freestanding elevated sign on adjacent parcels. In no case shall any parcel have more than one freestanding sign, whether ground sign or elevated, other than specified above for the Highway 163 interchange areas.

D. Wall Sign Allowance. Buildings on parcels meeting the above applicability requirements may have wall signs up to 250 square feet each per building front in area regardless of setback from the nearest public right of way provided all of the following are met:

(1) There is no freestanding elevated sign on the parcel in question.

(2) The wall sign if internally lit is lit with interior lit dimensional letters as defined by the following parameters:

(a) Fabricated dimensional letters w/ interior lighting and translucent faces. Light source may be concealed florescent tube or concealed neon.

(b) Company logos may be housed by a sign cabinet in the shape of the logo.

(c) Graphic layout may not be a line of lettering mounted to the face of a rectangular box cabinet.

(3) The wall sign does not contain more than 2.75 square feet per front foot of wall on which the sign is placed.

(4) The wall sign, when mounted, does not obscure or cover any architectural features of the building.

(5) The wall sign cannot be affixed to any portion or obscure any portion of the roof or roof line.

This requirement shall not prohibit a business from having other wall signs provided they meet all other regulations for wall signs.

E. Maximum Sign Area Ratio. The maximum height to width or width to height ratio for wall signs and freestanding elevated sign areas under this section shall be 3 to 1.

F. Airport Restrictions. Any proposed freestanding elevated sign for the Washington Street interchange shall conform to airport height and lighting restrictions.

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

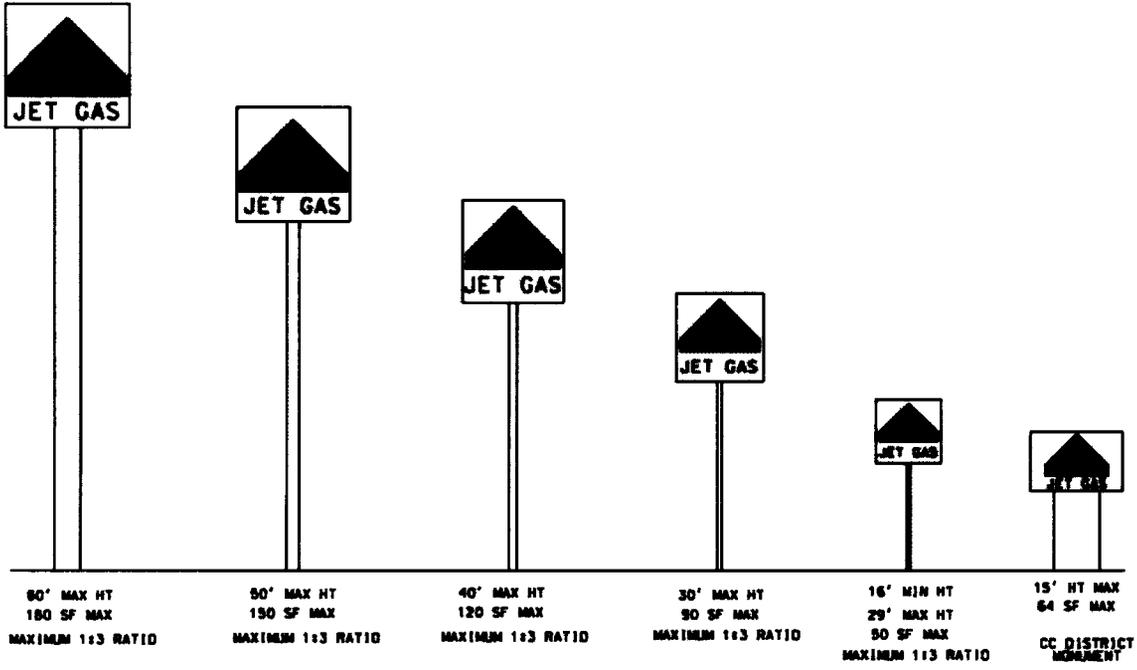
SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this ____ day of _____, 2016.

James Mueller, Mayor

ATTEST: _____
Ronda Brown, City Clerk





THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: I-2

SUBJECT: Washington Street Parking

DATE: March 15, 2016 (2nd Reading)

BACKGROUND: Due to traffic flow concerns, the City contracted with Snyder and Associates to complete a traffic analysis of Washington Street between Broadway and Main Street. During the February 16, 2016 Policy and Planning meeting, the City Council discussed the recommendations made by Snyder and Associates. At the conclusion of the meeting, Council directed staff to proceed with an ordinance adopting the recommendations made by Snyder and Associates.

This proposed ordinance encompasses the recommendations of Snyder and Associates to improve the traffic flow on Washington Street from Broadway Street to Main Street. Listed below is a summary of this ordinance's proposed changes.

- The seven parking spaces on the north side of Washington Street between Broadway Street and Main Street will be removed.
- Parking spaces on the south side of Washington Street from Broadway Street to Main Street will be reconfigured from a 45 degree to a 60 degree angle. This reconfiguration will add approximately six parking spaces on the south side of Washington Street and will compensate for the removal of parking spaces on the north side of Washington Street.
- With the removal of parking on the north side of Washington Street, the west to east road lane will be reconfigured to a straighter continuous path than currently exist.
- Due to safety concerns, the mid-block pedestrian crosswalk on Washington Street between Broadway Street and Main Street will be removed.

The above changes allow for the removal of the left-right wave in the roadway, widen travel lanes, and result in a net loss of only one parking space for the entire length of the block.

It should be noted, if Ordinance No. 907 is approved, the sandblast removal of existing lines and the painting of new parking and travel lines is scheduled to be completed in April or May dependent upon weather conditions. Therefore, this ordinance would become effective after its final passage, approval, publication, and completion of the parking and travel lane reconfigurations.

ATTACHMENTS: Ordinance; Snyder and Associates Traffic Analysis

REPORT PREPARED BY: Robert A. Bokinsky, Chief of Police

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve ordinance.

ORDINANCE NO. 907

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA
CHAPTER 69 PARKING REGULATIONS:

Be it Enacted by the City Council of the City of Pella, Iowa:

SECTION 1: TEXT AMENDMENT: Chapter 69.08, No Parking Zones is hereby amended by deleting the following:

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	Broadway Street excluding adjacent street parking spaces	north

SECTION 2: TEXT AMENDMENT: Chapter 69.10, All Night Parking Prohibited is hereby amended by deleting the following:

No person, except physicians or other persons on emergency calls, shall park a vehicle on any of the following named streets between the hours of two o'clock (2:00) a.m. and six o'clock (6:00) a.m.

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	West 1 st Street	both

SECTION 3: TEXT AMENDMENT: Chapter 69.12, Parking Limited is hereby amended by deleting the following:

Parking on the following streets shall be limited to three (3) hours from nine o'clock (9:00) a.m. to six o'clock (6:00) p.m., Monday through Saturday:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	Broadway Street parking spaces as designated	north
Washington Street	Mid-block crosswalk between Broadway Street and Main Street	Main Street parking spaces as designated	south

Parking on the following streets shall be unlimited day time parking (sunrise to sunset):

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Broadway Street	Mid-block crosswalk between Main Street and Broadway Street parking spaces as designated	south

SECTION 4: TEXT AMENDMENT: Chapter 69.08, No Parking Zones is hereby amended by adding the following:

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	Broadway Street	north

SECTION 5: TEXT AMENDMENT: Chapter 69.10, No Parking Zones is hereby amended by adding the following:

No person, except physicians or other persons on emergency calls, shall park a vehicle on any of the following named streets between the hours of two o'clock (2:00) a.m. and six o'clock (6:00) a.m.

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	West 1 st Street	south

SECTION 6: TEXT AMENDMENT: Chapter 69.12, Parking Limited is hereby amended by adding the following:

Parking on the following streets shall be unlimited day time parking (sunrise to sunset):

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SIDE</u>
Washington Street	Main Street	Broadway Street	south

SECTION 7: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 8: SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

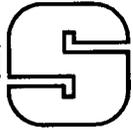
SECTION 9: WHEN EFFECTIVE. This Ordinance shall be in effect after its final passage, approval and publication as provided by law, and completion of the parking and travel lane reconfigurations.

PASSED, ADOPTED AND APPROVED by the Council of the City of Pella, Iowa, this _____ day of _____, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



Memorandum

To: Denny Buyert, Pella Public Works Director

From: Justin Jackson, P.E. JJ

CC: Mark A. Perington, P.E., PTOE

Date: September 4, 2015

RE: Washington Street Parking between Broadway Street and Main Street Review
City of Pella
S&A Project No.: 115.0024.01

Location: On street angle-parking is currently marked on the north side and south side of Washington Street between Broadway Street and Main Street on the north side of the town square in Pella.

Request/Concern: The City requested review of on street parking due to safety and operation concerns with larger parked vehicles on the north side of Washington Street extending out into the westbound travel lane. The photo below shows an average length car parked on the north side of Washington Street.



Photo1: Parked Vehicle on North Side of Washington St

Existing Conditions:

Geometry:

Washington Street is a 2-lane urban local roadway with a width of 60.5 feet. Washington Street at Broadway Street has dedicated left turn-lanes and shared through /right turn-lanes. At Main Street, eastbound Washington Street has dedicated left turn-lane, through lane, and right turn-lane. The existing lane configuration including on street parking is shown in Figure 1.

Speed Limit:

20 MPH Washington Street

Traffic Control: The intersections of Washington Street with Broadway Street and Main Street are signalized. A mid-block pedestrian crossing has longitudinal pavement markings and pedestrian crossing sign (W11-2) with downward arrow plaque is post mounted on the edge of travel lane/parking area on the north side and south side.

Parking Spaces: South side = 23; north-side = 7 + 1 ADA; 45° angle stalls
City staff commented that there are very few parked vehicles on the north side of Washington St during normal business days and evenings. During the field review on July 29, 2015, no vehicles were parked along the north side. The low parking demand on the north side is most likely due to Scholte House Museum & Gardens limited hours of operation and Wells Fargo Bank having its own off-street parking lot.

Collision History: Iowa DOT 2010-2014 crash data was reviewed for the corridor. Intersection related crashes at Broadway St or Main St were excluded from the analysis. Two crashes were reported during the analysis period. Each crash involved a single vehicle with property damage only striking a sign post.

Recommendations: Based on parked vehicles encroaching into travel westbound lane, the low parking demand on the north side, and availability of alternate parking spaces, it is recommend to eliminate on street parking along the north side of Washington Street between Main Street and Broadway Street. With the removal of parking on the north side, the travel lanes are reconfigured so that parked vehicles on the south side of the road will not encroach into the travel lane. The eastbound and westbound travel lane width will increase but given the traveling environment of the roadway and traffic control at either end of the block, vehicles should operate at the same speed as throughout the central business district roadways. The parking spaces on the southside of Washington Street should be oriented to 60° angle as is the existing angle of other on-street angle parking in the central business district. Parking space angle of 60° requires less head rotation for the driver to view oncoming traffic. The 60° angle also allows for additional number of parking spaces within the same distance along Washington Street. With the proposed reconfiguration of lanes, the painted median does provide the extra room a vehicle would need exiting a parking space orientated at 60° angle. The reconfigured lanes will provide continuous straight route for through traffic which is provided for through vehicle west on Washington Street and would be concurrent with driver expectations. The existing lane configurations at the intersections of Washington Street with Main Street and Broadway Street should remain the same.

The mid-block pedestrian crosswalk should also be removed. The mid-block crossing is not compliant with American with Disabilities Act standards because of the lack of curb ramps on either side and also steps on the south side between curb and sidewalk. With adjacent traffic signals on both ends of Washington Street, pedestrians should utilize the signalized crosswalks rather than the mid-block crossing, and potentially emerging from between parked cars on the south side. The removed parking on the north side reduces some of the reasons pedestrians would use the mid-block crossing. With the removal of the mid-block crossing, the no parking area adjacent and in the existing crosswalk on the south side can be used as parking spaces making up for some of the removed parking spaces. The end result is a net loss of 1 space. The Figure 2 shows proposed lane configuration with parking on the north side and mid-block pedestrian crosswalk removed.

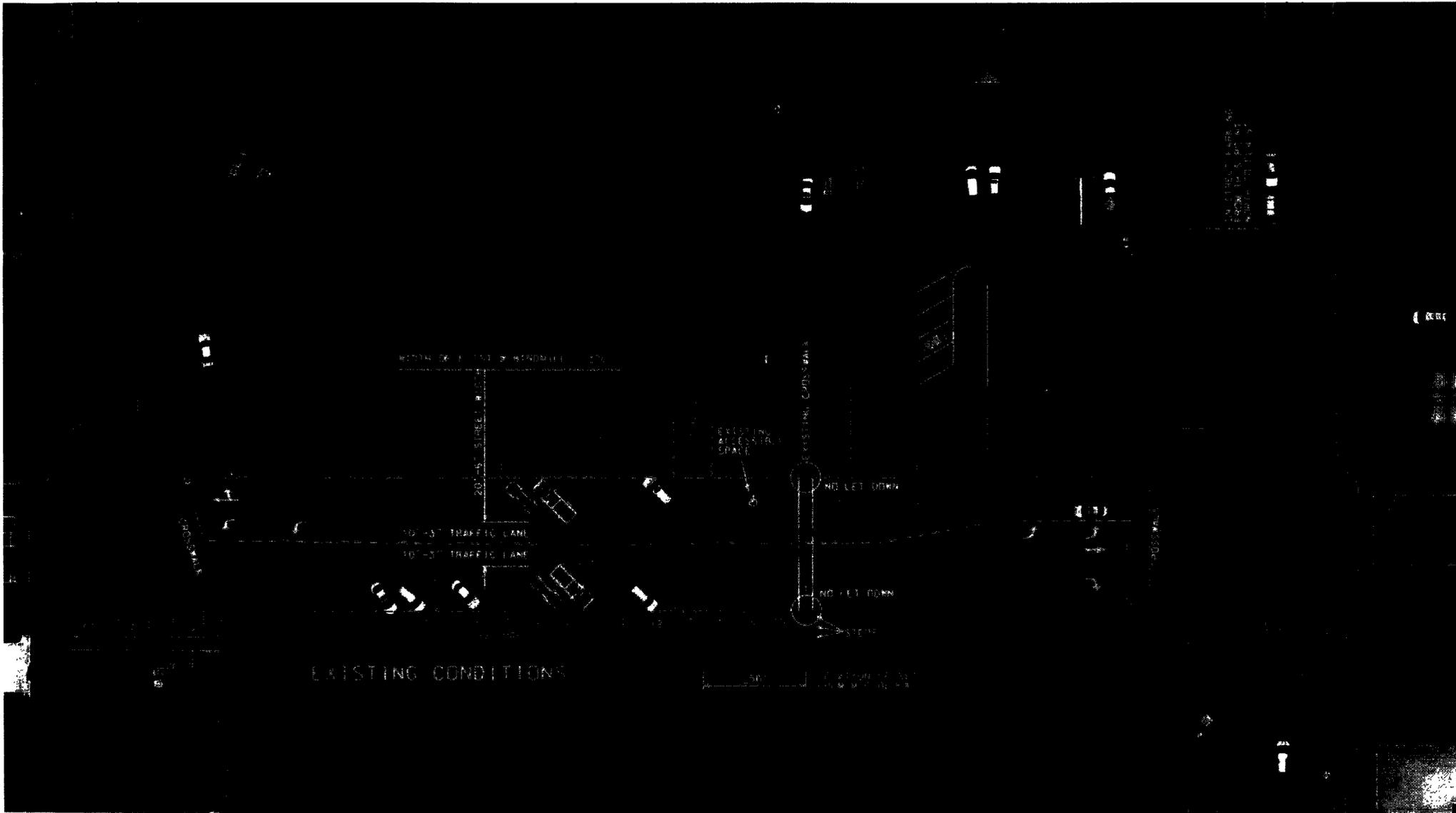


Figure 1: Existing Lane and Parking Layout

Courtesy of Pella
Public Works 7/23/15



THE
CITY of PELLA
 STAFF MEMO TO COUNCIL

ITEM NO: I-3

SUBJECT: Amending Chapter 171 Schedule of Rates and Fees

DATE: March 15, 2016

BACKGROUND: At the March 1st Council meeting, staff reviewed and received recommendations for updating three sections of Chapter 171 – Schedule of Rates and Fees. The three sections reviewed and included in the proposed ordinance make changes to the City’s returned electronic payment and returned check fee, false alarm fees, and peddlers/transient merchant fees. The following is additional information utilized in developing the proposed fee structure for each of the three sections.

False Alarm Fees – Chapter 124: The following is false alarm rate information obtained from surveyed communities.

# False Alarms	<u>Pella</u>	<u>Oskaloosa</u>	<u>Knoxville</u>	<u>Pleasant Hill</u>	<u>W. Des Moines*</u>	<u>Clive</u>
1 \$	-	\$ -	\$ -	\$ 25	\$ -	\$ -
2 \$	-	\$ -	\$ -	\$ 50	\$ -	\$ -
3 \$	15	\$ 25	\$ -	\$ 50	\$ -	\$ 75
4 \$	15	\$ 50	\$ -	\$ 75	\$ 50	\$ 100
5 \$	15	\$ 100	\$ -	\$ 75	\$ 100	\$ 150
6 \$	30	\$ 100	\$ -	\$ 75	\$ 100	\$ 150
7 \$	30	\$ 100	\$ -	\$ 100	\$ 100	\$ 150
8 \$	30	\$ 100	\$ -	\$ 100	\$ 100	\$ 150
9 \$	30	\$ 100	\$ 25	\$ 100	\$ 100	\$ 150
10 \$	30	\$ 100	\$ 25	\$ 200	\$ 100	\$ 150
11+ \$	60	\$ 100	\$ 25	\$ 200	\$ 100	\$ 150

*also has monthly monitoring fee

Based on the surveyed numbers and the City’s desire to cover costs associated with false alarms as well as put in place incentives to avoid repeated false alarms, the proposed ordinance includes the following rates:

- First and Second False Alarm: No Charge
- Third through Fifth False Alarm: \$50.00 Each
- Fifth through Tenth False Alarm: \$100.00 Each
- Eleventh and thereafter: \$150.00 Each

Staff believes these rates are consistent with other surveyed communities in our region and will also ensure alarm users put an emphasis on eliminating repeated false alarms.

Peddler Permit, Transient Merchant Permit – Chapter 122: The following are peddler/transient merchant permit fees obtained from surveyed communities.

Peddler Permit	Pella	Oskaloosa	Creston	Urbandale	Knoxville	Grinnell	W. Des Moines*
Application Fee	\$ 25	\$ 25	\$ 10	n/a	n/a	n/a	\$ 100.00
Daily Permit	\$ 5	\$ 5	\$ 50	\$ 25	n/a	\$ 25	\$ 20.00
Weekly Permit	\$ 15	\$ 15	\$ 150	\$ 75	n/a	n/a	\$ 100.00
Monthly Permit	\$ 30	\$ 30	n/a	n/a	n/a	n/a	n/a
90 Days	n/a	n/a	n/a	\$ 500	n/a	n/a	n/a
Seasonal Permit/6 Months	\$ 50	n/a	\$ 500	n/a	n/a	n/a	n/a
1 year	n/a	n/a	\$ 1,000	n/a	\$ 105	n/a	n/a

In addition, the Pella City Code states that for a business who has been classified as a transient merchant during the previous two consecutive years, there shall be no fee, provided the business meets the following criteria:

1. The business has not changed its name, ownership or location during the previous two consecutive years.
2. The business has not changed the goods, wares, property, services or merchandise offered for sale during the previous two consecutive years.
3. The business has not had its permit revoked or suspended during the previous two consecutive years.

It order to ensure equitable treatment for those who operate brick and mortar businesses within the city limits and also to ensure administrative and enforcement time is recovered, the proposed ordinance amends the fee of peddler and transient merchant permits to the following:

Application Fee:	\$ 25.00
Daily Permit:	\$ 25.00
Weekly Permit:	\$ 75.00
Monthly Permit:	\$150.00
Seasonal Permit:	\$300.00

Also, the proposed ordinance removes the exception for those merchants who have operated for two consecutive years.

Returned Electronic Payment or Returned Check – Chapter 9: The City’s current returned fee policy charges residents a \$13.00 fee when the City is notified of a returned electronic payment or returned check. Given the bank fees and, more importantly, the staff time necessary to processes insufficient funds notifications, the proposed ordinance amends Chapter 9 of the Pella City Code to include the following:

9.05 Insufficient Funds Fee

The charge for a returned electronic payment or a returned check shall be the maximum amount allowed under Iowa Code Chapter 554.3512.

The current maximum for insufficient funds fees as set by State Code Chapter 554.3512 is \$30, which would be adjusted in the future when and if State Code is ever amended.

ATTACHMENTS: Ordinance

REPORT PREPARED BY: Finance Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve ordinance.

ORDINANCE NO. 908

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA
CHAPTER 171 SCHEDULE OF RATES AND FEES

Be it Enacted by the City Council of the City of Pella, Iowa:

SECTION 1: TEXT AMENDMENT: Section 1B. Chapter 9 Fees: (Administrative Fees and Charges), is hereby amended by deleting the section in its entirety and replacing the section with the following:

<u>Description</u>	<u>Fee</u>
24-Hour Disconnect Notice Posting	\$25.00 each
Administrative Fee Added to the Sale and/or Resale of Goods	15% of cost
Engineering Fees for Development	Cost passed on to developer
Deposit – Commercial Accounts	Largest monthly bill prior 12 months
Deposit – Residential Accounts	Largest monthly bill prior 12 months
Returned Check/Insufficient Funds	The maximum amount allowed under Iowa Code Chapter 554.3512

SECTION 2: TEXT AMENDMENT: Section 14. Chapter 122 Fees: (Peddlers, Transient Merchants), is hereby amended by deleting the section in its entirety and replacing the section with the following:

<u>Description</u>	<u>Fee</u>
Application Fee	\$25.00
Daily Permit	\$25.00
Weekly Permit	\$75.00
Monthly Permit	\$150.00
Seasonal Permit	\$300.00

SECTION 3: TEXT AMENDMENT: Section 16. Chapter 124 Fees: (False Alarm), is hereby amended by deleting the section in its entirety and replacing the section with the following:

<u>Description</u>	<u>Fee</u>
First and second false alarm	No Charge
Third through fifth false alarm	\$50.00 each
Sixth through tenth false alarm	\$100.00 each
Eleventh and every false alarm thereafter	\$150.00 each
alarm users with over fifteen false alarms per calendar year will be required to pay \$150.00 for each false alarm for the next calendar year until the number of false alarms is reduced to fifteen for a calendar year	

SECTION 4: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6: WHEN EFFECTIVE. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED, ADOPTED AND APPROVED by the Council of the City of Pella, Iowa, this _____ day of _____, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

J-1

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
ACCO UNLIMITED CORP (1020)						
0160871-IN	CHEMICALS - INDOOR POOL	03/01/2016	03/15/2016	707.69	03/16	100.5.04.4300.6503
Total ACCO UNLIMITED CORP (1020):				707.69		
AHLERS & COONEY P C (1048)						
706825	LEGAL FEES	02/24/2016	03/15/2016	878.00	03/16	132.5.08.5500.6490
707011	LEGAL FEES	02/29/2016	03/15/2016	770.00	03/16	100.5.00.6100.6431
Total AHLERS & COONEY P C (1048):				1,648.00		
ALLIANT-IES (GAS) (1060)						
022416LIB	GAS - LIB	02/24/2016	03/15/2016	252.40	03/16	100.5.03.4000.6371
022516PWO	GAS BILL-PWO	02/25/2016	03/15/2016	174.83	03/16	100.5.05.6500.6371
022516PWS	GAS BILL-PWS	02/25/2016	03/15/2016	561.04	03/16	100.5.05.6500.6371
022516WTP	NATURAL GAS-WTP	02/25/2016	03/15/2016	1,950.42	03/16	300.5.05.8120.6371
022616198LIFT	NATURAL GAS SERVICE- WWTP	02/26/2016	03/15/2016	65.42	03/16	350.5.05.8320.6371
022916PD	UTILITY - GAS EXPENSE - PD	02/29/2016	03/15/2016	996.20	03/16	100.5.01.1000.6371
022916WWTP	NATURAL GAS SERVICE- WWTP	02/29/2016	03/15/2016	155.42	03/16	350.5.05.8320.6371
030116AIR	GAS BILL-AIRPORT	03/01/2016	03/15/2016	53.48	03/16	100.5.05.2200.6371
22477831000	UTILITIES - WAREHOUSE - EL	03/03/2016	03/15/2016	642.93	03/16	400.5.06.8588.9920
5822401000-0316	GAS - POOL	02/26/2016	03/15/2016	45.90	03/16	100.5.04.4300.6371
7838531000-0316	GAS - CC	02/24/2016	03/15/2016	2,306.40	03/16	100.5.04.4100.6371
9113051000-0316	GAS - CC	02/24/2016	03/15/2016	71.72	03/16	100.5.04.4100.6371
Total ALLIANT-IES (GAS) (1060):				7,276.16		
ALTORFER INC (1069)						
PC350105338	SHIPPING - PP	02/20/2016	03/15/2016	50.00	03/16	410.5.06.8951.3430
PC350105386	AFTERCOOLERS - PP	02/23/2016	03/15/2016	17,634.36	03/16	410.5.06.8951.3430
Total ALTORFER INC (1069):				17,684.36		
AMAZON (1070)						
021016LIB	ADULT DVDS-LIB	02/10/2016	03/15/2016	304.98	03/16	151.5.03.4000.6516
021016LIB	JUVENILE DVDS-LIB	02/10/2016	03/15/2016	222.35	03/16	151.5.03.4000.6517
021016LIB	ADULT BOOKS-LIB	02/10/2016	03/15/2016	385.20	03/16	100.5.03.4000.6529
021016LIB	MUSIC CDS-LIB	02/10/2016	03/15/2016	15.10	03/16	100.5.03.4000.6523
021016LIB	SUPPLIES-LIB	02/10/2016	03/15/2016	15.40	03/16	100.5.03.4000.6543
021016LIB	CRICUT CARTRIDGE-LIB	02/10/2016	03/15/2016	26.99	03/16	151.5.03.4000.6527
Total AMAZON (1070):				970.02		
AUTOMATIC DATA PROCESSING INC (1139)						
1313310-02-2016	BACKGROUND CHECKS	02/28/2016	03/15/2016	76.98	03/16	100.5.00.6320.6416
Total AUTOMATIC DATA PROCESSING INC (1139):				76.98		
BAILEY, JUSTIN (1156)						
022416PD	MEALS - TRAINING - PD	02/24/2016	03/15/2016	29.16	03/16	100.5.01.1030.6260
Total BAILEY, JUSTIN (1156):				29.16		
BAKER & TAYLOR INC-BOOKS (1158)						
2031659506	JUVENILE BOOK-LIB	01/28/2016	03/15/2016	166.88	03/16	100.5.03.4000.6534
2031660848	ADULT BOOKS-LIB	01/29/2016	03/15/2016	184.68	03/16	100.5.03.4000.6529
2031683880	ADULT BOOKS-LIB	02/04/2016	03/15/2016	140.51	03/16	100.5.03.4000.6529
2031697539	JUVENILE BOOK-LIB	02/08/2016	03/15/2016	86.73	03/16	100.5.03.4000.6534

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2031708383	JUVENILE BOOK-LIB	02/12/2016	03/15/2016	156.47	03/16	100.5.03.4000.6534
2031708384	YA BOOKS-LIB	02/11/2016	03/15/2016	45.55	03/16	100.5.03.4000.6535
2031709110	ADULT BOOKS-LIB	02/11/2016	03/15/2016	207.63	03/16	100.5.03.4000.6529
2031720927	ADULT BOOKS-LIB	02/16/2016	03/15/2016	201.15	03/16	100.5.03.4000.6529
2031742465	JUVENILE BOOKS-LIB	02/22/2016	03/15/2016	9.51	03/16	100.5.03.4000.6534
5014005441	ADULT BOOKS-LIB	02/23/2016	03/15/2016	30.14	03/16	100.5.03.4000.6529
Total BAKER & TAYLOR INC-BOOKS (1158):				1,229.25		
BRADSHAW FOWLER PROCTOR (1324)						
224858	LEGAL FEES	02/19/2016	03/15/2016	207.00	03/16	100.5.00.6100.6431
224859	LEGAL FEES - EL	02/19/2016	03/15/2016	2,760.00	03/16	400.5.06.8923.9820
Total BRADSHAW FOWLER PROCTOR (1324):				2,967.00		
BREESE, ALEESA M (5776)						
71-10011-18	DEPOSIT REFUND	03/07/2016	03/15/2016	15.44	03/16	400.2210
Total BREESE, ALEESA M (5776):				15.44		
BURNS & MCDONNELL ENGINEERING (1386)						
FEB-MAR 2016	ENGINEERING SERVICES - PP	03/08/2016	03/15/2016	4,322.50	03/16	410.5.06.8953.3110
Total BURNS & MCDONNELL ENGINEERING (1386):				4,322.50		
CABELA'S INC (1409)						
054099876	SAFETY BOOTS-WWTP	02/12/2016	03/15/2016	100.72	03/16	350.5.05.8330.6546
054099876	SAFETY BOOTS-WTP	02/12/2016	03/15/2016	100.72	03/16	300.5.05.8100.6546
Total CABELA'S INC (1409):				201.44		
CENTER POINT LARGE PRINT (1450)						
1351687	LP BOOKS-LIB	02/01/2016	03/15/2016	83.88	03/16	100.5.03.4000.6536
Total CENTER POINT LARGE PRINT (1450):				83.88		
CENTRAL COLLEGE SOCCER TEAM (1455)						
03032016	LITTLE TYKE SOCCER	03/03/2016	03/15/2016	100.00	03/16	100.5.04.4443.6416
Total CENTRAL COLLEGE SOCCER TEAM (1455):				100.00		
CENTRAL IA CHAPTER APA (1457)						
030916	MARCH 2016 CHILD LABOR LAWS ME	03/09/2016	03/15/2016	17.00	03/16	100.5.00.6320.6240
Total CENTRAL IA CHAPTER APA (1457):				17.00		
CENTRAL SALT LLC (5099)						
240814	SALT	02/26/2016	03/15/2016	3,392.01	03/16	115.5.05.2100.6420
Total CENTRAL SALT LLC (5099):				3,392.01		
CHEMSEARCH (1483)						
2224547	YIELD	02/24/2016	03/15/2016	190.26	03/16	300.5.05.8130.6544
2225892	PARTS CLEANER CHEMICAL - PK	02/25/2016	03/15/2016	172.75	03/16	100.5.09.4200.6590
Total CHEMSEARCH (1483):				363.01		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
CITY OF PELLA (1503)						
020916LIFT1	ELECTRIC SERVICE	02/09/2016	03/15/2016	734.90	03/16	350.5.05.8320.6370
020916LIFT1	WATER SERVICE	02/09/2016	03/15/2016	15.52	03/16	350.5.05.8320.6374
021016PWW	ELECTRICITY	02/10/2016	03/15/2016	88.50	03/16	300.5.05.8120.6370
021616FIELD4	ELECTRICITY	02/16/2016	03/15/2016	3,397.49	03/16	300.5.05.8110.6370
021716LIFT2	ELECTRIC SERVICE	02/17/2016	03/15/2016	2,590.90	03/16	350.5.05.8320.6370
021716LIFT3	ELECTRIC SERVICE	02/17/2016	03/15/2016	606.90	03/16	350.5.05.8320.6370
021716SENTS	ELECTRIC SERVICE	02/17/2016	03/15/2016	7,330.90	03/16	350.5.05.8300.6370
021716SENTS	WATER SERVICE	02/17/2016	03/15/2016	98.02	03/16	350.5.05.8300.6374
021816HOWELL	ELECTRICITY	02/18/2016	03/15/2016	30.90	03/16	300.5.05.8110.6370
021816LIFT	ELECTRIC SERVICE	02/18/2016	03/15/2016	230.90	03/16	350.5.05.8320.6370
021816WATER	ELECTRICITY	02/18/2016	03/15/2016	4,774.20	03/16	300.5.05.8120.6370
021816WELL2	ELECTRICITY	02/18/2016	03/15/2016	122.60	03/16	300.5.05.8110.6370
021816WELL4	ELECTRICITY	02/18/2016	03/15/2016	40.40	03/16	300.5.05.8110.6370
021816WELL6	ELECTRICITY	02/18/2016	03/15/2016	42.10	03/16	300.5.05.8110.6370
021816WTP	ELECTRICITY	02/18/2016	03/15/2016	6,400.90	03/16	300.5.05.8110.6370
022916COLL/DIST	ELECTRIC SERVICE	02/29/2016	03/15/2016	142.60	03/16	300.5.05.8130.6370
022916COLL/DIST	ELECTRIC SERVICE	02/29/2016	03/15/2016	142.59	03/16	350.5.05.8330.6370
02292016-101	UTILITIES - 101 CLARK SUB - EL	02/29/2016	03/15/2016	390.34	03/16	400.5.06.8588.9950
02292016-1011	UTILITIES - 1011 W 10TH SUB - EL	02/29/2016	03/15/2016	1,252.01	03/16	400.5.06.8588.9950
02292016-1015	UTILITIES - 1015 ROOSEVELT SUB - E	02/29/2016	03/15/2016	768.47	03/16	400.5.06.8588.9950
02292016-1108	UTILITIES - 1108 VERMEER SUB - EL	02/29/2016	03/15/2016	626.91	03/16	400.5.06.8588.9950
02292016-1875A	WATER - PP	02/29/2016	03/15/2016	128.02	03/16	400.5.06.8548.9030
02292016-222	UTILITIES - 222 TRUMAN - EL	02/29/2016	03/15/2016	677.20	03/16	400.5.06.8588.9920
02292016-222A	UTILITIES - 222 TRUMAN A - EL	02/29/2016	03/15/2016	121.47	03/16	400.5.06.8588.9920
02292016-515	UTILITIES - 515 HUBER SUB - EL	02/29/2016	03/15/2016	601.45	03/16	400.5.06.8588.9950
02292016-519	WATER & ELECTRIC - PP	02/29/2016	03/15/2016	6,924.04	03/16	400.5.06.8549.9020
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	2,914.29	03/16	100.5.08.2500.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	340.90	03/16	100.5.04.4301.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1.00	03/16	100.5.04.4301.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	690.90	03/16	100.5.05.6500.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	53.02	03/16	100.5.05.6500.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	59.50	03/16	100.5.05.6500.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	4,018.90	03/16	100.5.04.4300.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	192.77	03/16	100.5.04.4300.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,086.90	03/16	100.5.04.4100.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	54.02	03/16	100.5.04.4100.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	59.50	03/16	100.5.04.4100.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,582.90	03/16	100.5.00.6100.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	24.02	03/16	100.5.00.6100.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	25.50	03/16	100.5.00.6100.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	2,084.30	03/16	100.5.03.4000.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	54.02	03/16	100.5.03.4000.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	59.50	03/16	100.5.03.4000.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,122.00	03/16	100.5.09.4200.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	98.81	03/16	100.5.09.4200.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	80.75	03/16	100.5.09.4200.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,795.87	03/16	100.5.01.1000.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	37.39	03/16	100.5.01.1000.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	34.00	03/16	100.5.01.1000.6375
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	884.53	03/16	100.5.02.1100.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	42.77	03/16	100.5.05.2200.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,181.90	03/16	100.5.09.4250.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	47.56	03/16	100.5.09.4250.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	1,888.57	03/16	100.5.09.4245.6370
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	13.37	03/16	100.5.09.4245.6374
03012016	PUBLIC AUTHORITY	03/01/2016	03/15/2016	5.87	03/16	100.5.09.4245.6375

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total CITY OF PELLA (1503):				58,815.56		
COMBUSTION CONTROL CO (5768)						
1578	INDOOR BOILER REPAIR	03/01/2016	03/15/2016	312.40	03/16	100.5.04.4300.6310
Total COMBUSTION CONTROL CO (5768):				312.40		
CREDIT BUREAU SVC OF IOWA INC (1596)						
03012016	CREDIT BUREAU REFUND	03/01/2016	03/15/2016	5.98	03/16	400.5.06.8903.9010
03012016 A	DUANE MEYER PAYMENT	03/01/2016	03/15/2016	18.36	03/16	300.4.05.8100.4750
Total CREDIT BUREAU SVC OF IOWA INC (1596):				24.34		
D & D PUMP INC (1624)						
8428	2" 90 ELL	02/01/2016	03/15/2016	12.49	03/16	300.5.05.8120.6350
Total D & D PUMP INC (1624):				12.49		
DE LAGE LANDEN PUBLIC FINANCE LLC (4658)						
49057850	COLOR COPIER LEASE-LIB	02/13/2016	03/15/2016	99.50	03/16	100.5.03.4000.6418
49210167	COPIER LEASE - EL	03/02/2016	03/15/2016	95.71	03/16	400.5.06.8588.9920
Total DE LAGE LANDEN PUBLIC FINANCE LLC (4658):				195.21		
DE RUITER EQUIPMENT (1685)						
022516PWS	BLOWER	02/25/2016	03/15/2016	450.49	03/16	115.5.05.2100.6510
02292016	SHARPEN CHAIN - PK	02/29/2016	03/15/2016	7.00	03/16	100.5.09.4200.6350
Total DE RUITER EQUIPMENT (1685):				457.49		
DE WAARD, ROGER (5775)						
1611580008	EE REBATE - EL	03/08/2016	03/15/2016	250.00	03/16	400.2215
Total DE WAARD, ROGER (5775):				250.00		
DEMCO (1724)						
5802251	SUPPLIES - LIBRARY	02/12/2016	03/15/2016	323.81	03/16	100.5.03.4000.6543
5813684	SUPPLIES - LIBRARY	02/26/2016	03/15/2016	398.52	03/16	100.5.03.4000.6543
Total DEMCO (1724):				722.33		
DOWIE PEST CONTROL (1801)						
18763	RODENT CONTROL-AIRPORT	02/23/2016	03/15/2016	100.00	03/16	100.5.05.2200.6310
18813	PEST CONTROL - MAR - PD	03/03/2016	03/15/2016	30.00	03/16	100.5.01.1000.6310
Total DOWIE PEST CONTROL (1801):				130.00		
DUTCH MILL SUPPLY (1834)						
161825	LIGHT COVER - CC	03/04/2016	03/15/2016	6.50	03/16	100.5.04.4100.6310
162039	SPORTS PARK SMALL SHED REPAIR	03/03/2016	03/15/2016	18.00	03/16	100.5.09.4245.6590
Total DUTCH MILL SUPPLY (1834):				24.50		
ELECTRICAL ENGINEERING (1876)						
105524-00	GENERATOR SERVICE - PD	02/08/2016	03/15/2016	280.00	03/16	100.5.01.1000.6310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total ELECTRICAL ENGINEERING (1876):				280.00		
ELECTRONIC ENGINEERING (1878)						
1562817	PAGERS - EL	02/25/2016	03/15/2016	83.65	03/16	400.5.06.8588.9950
Total ELECTRONIC ENGINEERING (1878):				83.65		
ERIKSEN CONSTRUCTION CO INC (5709)						
RO/WTP PP3	RO/WTP PP3	02/25/2016	03/15/2016	198,718.64	03/16	310.5.05.8152.6780
Total ERIKSEN CONSTRUCTION CO INC (5709):				198,718.64		
EVOQUA WATER TECHNOLOGIES LLC (3696)						
902526620	BIOXIDE	02/24/2016	03/15/2016	10,032.60	03/16	350.5.05.8320.6503
Total EVOQUA WATER TECHNOLOGIES LLC (3696):				10,032.60		
FASTENAL COMPANY (1929)						
IAPEA92478	STEEL TOE BOOTS-RUBBER BOOTS	02/15/2016	03/15/2016	187.49	03/16	300.5.05.8100.6546
IAPEA92578	ST-22	02/18/2016	03/15/2016	27.02	03/16	115.5.05.2100.6330
IAPEA92590	STAINLESS HARDWARE - EL	02/18/2016	03/15/2016	38.13	03/16	400.5.06.8584.9030
IAPEA92745	BRONZE HARDWARE - EL	02/29/2016	03/15/2016	159.97	03/16	400.5.06.8584.9030
Total FASTENAL COMPANY (1929):				412.61		
FISK, LINDA (5762)						
39-10674-05	CREDIT BALANCE REFUND FOR 1000	03/03/2016	03/15/2016	35.66	03/16	001.1199
Total FISK, LINDA (5762):				35.66		
FPL ENERGY HANCOCK CTY WIND (1982)						
306609	PURCHASED POWER - RESALE (WIN	03/07/2016	03/07/2016	25,842.27	03/16	400.5.06.8555.9501
Total FPL ENERGY HANCOCK CTY WIND (1982):				25,842.27		
G & D ELECTRIC INC (2009)						
44960	ST-22 PARTS	03/02/2016	03/15/2016	45.00	03/16	115.5.05.2100.6350
Total G & D ELECTRIC INC (2009):				45.00		
GALE/CENGAGE LEARNING INC (2017)						
57417827	LP BOOKS - LIBRARY	02/03/2016	03/15/2016	76.47	03/16	100.5.03.4000.6536
57589322	LP BOOKS - LIBRARY	02/18/2016	03/15/2016	97.45	03/16	100.5.03.4000.6536
57598378	ADULT BOOK-LIB	02/19/2016	03/15/2016	19.46	03/16	100.5.03.4000.6529
Total GALE/CENGAGE LEARNING INC (2017):				193.38		
GONOKOBRA ENTERPRISES INC (2072)						
4618	VEHICLE EXPENSE - PD	02/29/2016	03/15/2016	45.25	03/16	100.5.01.1030.6330
Total GONOKOBRA ENTERPRISES INC (2072):				45.25		
GRAINGER INC, W W (2086)						
9039886701	REGULATOR FOR WATER FOUNTAIN	02/29/2016	03/15/2016	31.55	03/16	350.5.05.8300.6310
Total GRAINGER INC, W W (2086):				31.55		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
GRAYMONT WESTERN LIME INC. (2093)						
67992 RI	LIME	02/19/2016	03/15/2016	4,102.41	03/16	300.5.05.8120.6503
Total GRAYMONT WESTERN LIME INC. (2093):				4,102.41		
GRIMES ASPHALT AND PAVING CORP (2101)						
10040	COLD MIX	02/20/2016	03/15/2016	1,092.08	03/16	115.5.05.2100.6549
10061	COLD MIX	02/27/2016	03/15/2016	633.64	03/16	115.5.05.2100.6549
Total GRIMES ASPHALT AND PAVING CORP (2101):				1,725.72		
GRITTERS ELECTRIC (2104)						
201701	EMERGENCY LIGHT BATTERIES - PD	02/19/2016	03/15/2016	62.44	03/16	100.5.01.1000.6310
201703	FUSES	02/22/2016	03/15/2016	84.09	03/16	350.5.05.8300.6350
201707	SERVICE CALL-LIB	02/22/2016	03/15/2016	60.00	03/16	100.5.03.4000.6310
201743	INSTALL CENTRAL LED - PK	02/25/2016	03/15/2016	100.84	03/16	100.5.09.4200.6320
Total GRITTERS ELECTRIC (2104):				307.37		
GRONEWOLD, MATTHEW & JILL (5759)						
15-15400-06	DEPOSIT REFUND	02/25/2016	03/15/2016	47.28	03/16	400.2210
Total GRONEWOLD, MATTHEW & JILL (5759):				47.28		
GUIDEPOSTS PUBLICATIONS (5360)						
030216LIB	ADULT BOOK-LIB	03/02/2016	03/15/2016	17.74	03/16	100.5.03.4000.6529
Total GUIDEPOSTS PUBLICATIONS (5360):				17.74		
HACH COMPANY (2136)						
9818554	LAB CHEMICALS	03/01/2016	03/15/2016	201.77	03/16	300.5.05.8120.6547
9820576	LAB SUPPLIES - WTP	03/02/2016	03/15/2016	33.49	03/16	300.5.05.8120.6547
Total HACH COMPANY (2136):				235.26		
HALVORSON TRANE (2155)						
00217176LIB	FREIGHT CHARGE-LIB	01/31/2016	03/15/2016	15.00	03/16	100.5.03.4000.6310
Total HALVORSON TRANE (2155):				15.00		
HAWKINS INC (2198)						
3848103 RI	CHEMICALS & CHEMICAL FEED PART	03/01/2016	03/15/2016	958.52	03/16	300.5.05.8120.6503
Total HAWKINS INC (2198):				958.52		
H-J ENTERPRISES INC (5774)						
171303	TRANSFORMER SPADE TERMINAL - E	02/24/2016	03/15/2016	1,618.46	03/16	400.5.06.8584.9030
Total H-J ENTERPRISES INC (5774):				1,618.46		
HY-VEE (2328)						
4366159650	SNACKS FOR ADULT ART CLASS - CC	02/25/2016	03/15/2016	3.99	03/16	100.5.04.4110.6544
4370360487	SNACKS FOR ADULT ART CLASS - CC	03/03/2016	03/15/2016	10.64	03/16	100.5.04.4110.6544
Total HY-VEE (2328):				14.63		
IA ASSN MUNICIPAL UTILIT (2335)						
13104	APPRENTICE TRAINING MATERIALS -	03/08/2016	03/15/2016	1,076.64	03/16	400.5.06.8588.9720

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total IA ASSN MUNICIPAL UTILIT (2335):				1,076.64		
IA DEPT OF REVENUE (2359)						
03072016-ST.PRO	STATEWIDE PROPERTY TAX - EL	03/07/2016	03/15/2016	12.26	03/16	400.5.06.8930.9940
Total IA DEPT OF REVENUE (2359):				12.26		
IA DIVISION OF CRIMINAL INVEST (2363)						
4231-F*	BACKGROUND CHECKS	03/01/2016	03/15/2016	500.00	03/16	100.1650
Total IA DIVISION OF CRIMINAL INVEST (2363):				500.00		
IA EMPLOYMENT CONFERENCE (5312)						
5135	CONFERENCE REGISTRATION - PD	02/11/2016	03/15/2016	295.00	03/16	100.5.01.1010.6240
Total IA EMPLOYMENT CONFERENCE (5312):				295.00		
IA FIRE EQUIPMENT COMPANY (5328)						
284576	ANNUAL FIRE SPRINKLER INSPECTIO	03/01/2016	03/15/2016	285.22	03/16	100.5.04.4100.6310
Total IA FIRE EQUIPMENT COMPANY (5328):				285.22		
IA NARCOTICS OFFICERS ASSOC (5779)						
MAR 29-31 2016	TRAINING CONFERENCE - PD	03/15/2016	03/15/2016	400.00	03/16	100.5.01.1030.6230
Total IA NARCOTICS OFFICERS ASSOC (5779):				400.00		
IA PARKS & RECREATION (2386)						
1871	CONFERENCE - WESTHOFF - POOL	03/03/2016	03/15/2016	210.00	03/16	100.5.04.4300.6240
Total IA PARKS & RECREATION (2386):				210.00		
IA PRISON INDUSTRIES (2392)						
939024	SIGNAGE	02/22/2016	03/15/2016	1,335.00	03/16	215.5.05.2192.6761
Total IA PRISON INDUSTRIES (2392):				1,335.00		
IDEAL READY MIX COMPANY (2429)						
472586	CONCRETE	02/27/2016	03/15/2016	2,321.75	03/16	350.5.05.8330.6499
Total IDEAL READY MIX COMPANY (2429):				2,321.75		
IRBY (2483)						
S009422808.001	LED FIXTURES - EL	02/23/2016	03/15/2016	7,500.00	03/16	400.5.06.8585.9030
Total IRBY (2483):				7,500.00		
JOHN DEER FINANCIAL (2528)						
2564812	PW SHOP LIGHTS	02/09/2016	03/15/2016	5.16	03/16	115.5.05.2100.6310
2568137	TABLE	02/16/2016	03/15/2016	40.00	03/16	350.5.05.8310.6543
2568137	TABLE	02/16/2016	03/15/2016	39.99	03/16	300.5.05.8130.6544
2568612	GARBAGE CAN/ ABSORBENT	02/17/2016	03/15/2016	20.98	03/16	350.5.05.8330.6310
2568612	GARBAGE CAN/ ABSORBENT	02/17/2016	03/15/2016	20.98	03/16	300.5.05.8130.6310
2570864	BATTERIES - CC	02/22/2016	03/15/2016	5.49	03/16	100.5.04.4100.6590
2570880	TRASH BAGS - SPORTS PARK	02/22/2016	03/15/2016	49.58	03/16	100.5.09.4245.6590
2571017	DRAIN OPENER/DUST PAN	02/22/2016	03/15/2016	10.98	03/16	300.5.05.8120.6590
2571358	DRAIN CLEANING TOOLS	02/23/2016	03/15/2016	27.86	03/16	300.5.05.8120.6310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2571463	PW SHOP	02/23/2016	03/15/2016	9.18	03/16	115.5.05.2100.6310
2572437	JD MOWER REPAIR - PK	02/25/2016	03/15/2016	2.97	03/16	100.5.09.4200.6350
2572708	PPE	02/26/2016	03/15/2016	22.98	03/16	115.5.05.2100.6546
2574320	SCREWS	02/29/2016	03/15/2016	7.99	03/16	300.5.05.8120.6547
2574674	PAINT SUPPLIES, SPRAYER PARTS, S	03/01/2016	03/15/2016	12.35	03/16	100.5.09.4245.6590
2574774	SHOP SUPPLIES	03/01/2016	03/15/2016	10.99	03/16	115.5.05.2100.6590
2574821	BOLT & NUTS FOR FRONT DOOR - PO	03/01/2016	03/15/2016	8.23	03/16	100.5.04.4300.6310
2574860	SPRAYER REPAIR - PK	03/01/2016	03/15/2016	114.22	03/16	100.5.09.4205.6350
2575299	ADHESIVE & BATTERIES - POOL	03/02/2016	03/15/2016	17.98	03/16	100.5.04.4300.6310
2575346	EYE BOLTS / PAINT SUPPLIES - PK	03/02/2016	03/15/2016	35.53	03/16	100.5.09.4205.6590
2576093	FUEL BARREL PAINT PRIMER - PK	03/04/2016	03/15/2016	69.98	03/16	100.5.09.4245.6590
2578230	GLOVES - CC	03/08/2016	03/15/2016	8.99	03/16	100.5.04.4100.6590
2578230	GLOVES - PK	03/08/2016	03/15/2016	15.99	03/16	100.5.09.4200.6553
Total JOHN DEER FINANCIAL (2528):				558.40		
KELLY SUPPLY CO (2579)						
8159637-0	LED BULBS-LIB	02/16/2016	03/15/2016	230.00	03/16	201.5.03.7053.6721
8160412-0	PIPE FITTING/PASTE	02/22/2016	03/15/2016	15.93	03/16	350.5.05.8330.6350
8160412-1	PIPE FITTING	02/25/2016	03/15/2016	6.41	03/16	350.5.05.8330.6350
8160415-0	BLDG NEEDS	02/22/2016	03/15/2016	6.93	03/16	115.5.05.2100.6310
8160426-0	LIGHT BULBS-LIB	02/22/2016	03/15/2016	140.60	03/16	100.5.03.4000.6310
8160449-0	CENTRAL LED LIGHT - PK	02/23/2016	03/15/2016	115.00	03/16	100.5.09.4200.6320
8160520-0	BULBS/BALLAST	02/26/2016	03/15/2016	92.80	03/16	100.5.00.6100.6310
8160561-0	HOSE CLAMPS	02/29/2016	03/15/2016	11.65	03/16	300.5.05.8120.6547
8160623-0	LIGHT BULBS - CC	03/02/2016	03/15/2016	25.46	03/16	100.5.04.4100.6590
Total KELLY SUPPLY CO (2579):				644.78		
KEYSTONE LABORATORIES (2590)						
1Z01463	CONTRACT LABORATORY	02/25/2016	03/15/2016	25.00	03/16	350.5.05.8300.6547
1Z01642	LABORATORY TESTING - PP	03/01/2016	03/15/2016	22.00	03/16	400.5.06.8548.9030
Total KEYSTONE LABORATORIES (2590):				47.00		
KNIA KRLS (2630)						
16020296	RADIO EXPENSE	02/28/2016	03/15/2016	198.36	03/16	100.5.00.6350.6402
Total KNIA KRLS (2630):				198.36		
LAMPERT LUMBER (2653)						
9106451	FLAG POLE REPAIR - PK	03/03/2016	03/15/2016	145.00	03/16	100.5.09.4200.6320
Total LAMPERT LUMBER (2653):				145.00		
LASER RESOURCES LLC (4705)						
AR362545	COLOR COPIER MAINT-LIB	02/01/2016	03/15/2016	37.69	03/16	100.5.03.4000.6418
AR366018	COPIER USAGE - EL	03/01/2016	03/15/2016	30.74	03/16	400.5.06.8588.9920
Total LASER RESOURCES LLC (4705):				68.43		
LEXISNEXIS RISK SOLUTIONS (5606)						
1536252-20160229	LEXIS NEXIS ACCURINT SYSTEM - PD	02/29/2016	03/15/2016	260.00	03/16	100.5.01.1040.6403
Total LEXISNEXIS RISK SOLUTIONS (5606):				260.00		
LIFEGUARD STORE INC., THE (2748)						
INV386526	LG TUBES & HIP PACK - POOL	02/25/2016	03/15/2016	721.90	03/16	100.5.04.4301.6590

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total LIFEGUARD STORE INC., THE (2748):				721.90		
LINDHOME APTS (2756)						
48-06205-01	CREDIT BALANCE REFUND FOR 1117	03/03/2016	03/15/2016	46.66	03/16	001.1199
Total LINDHOME APTS (2756):				46.66		
LISCO (2761)						
1623685	INTERNET-LIB	02/05/2016	03/15/2016	82.29	03/16	100.5.03.4000.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.56	03/16	400.5.06.8549.9020
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.56	03/16	100.5.05.6500.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.56	03/16	400.5.06.8588.9920
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.56	03/16	100.5.00.6200.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.56	03/16	350.5.05.8310.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.55	03/16	300.5.05.8100.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.55	03/16	100.5.01.1010.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.55	03/16	100.5.04.4100.6373
1626429	INTERNET ACCESS	03/04/2016	03/15/2016	55.55	03/16	100.5.04.4300.6373
1626645	RDSL - POLICE	03/04/2016	03/15/2016	48.00	03/16	100.5.01.1040.6373
1629134	RDSL - POLICE	03/04/2016	03/15/2016	5.00	03/16	100.5.01.1040.6373
Total LISCO (2761):				635.29		
LOGAN CONTRACTORS SUPPLY (2769)						
K79558	JOINT SEALER PARTS	02/17/2016	03/15/2016	74.68	03/16	115.5.05.2100.6545
K82090	STREET SUPPLIES	03/02/2016	03/15/2016	591.92	03/16	115.5.05.2100.6545
Total LOGAN CONTRACTORS SUPPLY (2769):				666.60		
LORMAN EDUCATION SERVICES (2777)						
2953473-1	TRAINING - WEBINARS - EL	02/29/2016	03/15/2016	496.29	03/16	400.5.06.8921.9900
Total LORMAN EDUCATION SERVICES (2777):				496.29		
M&M SALES COMPANY (2794)						
261666	6284173-PRINTER MAINT	02/26/2016	03/15/2016	51.99	03/16	100.5.00.6100.6403
Total M&M SALES COMPANY (2794):				51.99		
MAILFINANCE INC (5552)						
N5796603	MAIL MACHINE LEASE	02/22/2016	03/15/2016	213.33	03/16	100.5.00.6100.6418
Total MAILFINANCE INC (5552):				213.33		
MANPOWER INC OF DES MOINES (5767)						
72-08100-05	DEPOSIT REFUND ON 734 FRANKLIN	03/04/2016	03/15/2016	29.58	03/16	400.2210
Total MANPOWER INC OF DES MOINES (5767):				29.58		
MARCO INC (4674)						
INV3115228	COPIER MAINENANCE-LIB	02/08/2016	03/15/2016	18.97	03/16	100.5.03.4000.6418
Total MARCO INC (4674):				18.97		
MARION CTY BANK (2826)						
02292016	ELECTRONIC BANKING FEES	02/29/2016	03/15/2016	125.28	03/16	100.5.00.6310.6499

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total MARION CTY BANK (2826):				125.28		
MARTIN MARIETTA MATERIALS (2842)						
17024090	ROCK	02/08/2016	03/15/2016	400.02	03/16	350.5.05.8330.6499
17043630	ICE SAND	02/11/2016	03/15/2016	284.45	03/16	115.5.05.2100.6420
17068628	ICE SAND	02/15/2016	03/15/2016	682.36	03/16	115.5.05.2100.6420
17086682	STORM SEWER/ BASELINE DRIVE	02/18/2016	03/15/2016	1,234.63	03/16	115.5.05.2120.6548
17086682	ICE SAND	02/18/2016	03/15/2016	138.55	03/16	115.5.05.2100.6420
Total MARTIN MARIETTA MATERIALS (2842):				2,740.01		
MEDIACOM (5331)						
021416PW	INTERNET-PW	02/14/2016	03/15/2016	143.40	03/16	100.5.05.6500.6373
022816PD	INTERNET EXP-PD	02/28/2016	03/15/2016	135.90	03/16	100.5.01.1010.6373
Total MEDIACOM (5331):				279.30		
MENNINGA PEST CONTROL (2913)						
44177	PEST CONTROL - POOL	12/17/2015	03/15/2016	35.00	03/16	100.5.04.4300.6310
44950	PEST CONTROL - POOL	03/08/2016	03/15/2016	35.00	03/16	100.5.04.4300.6310
45174	MONTHLY SERVICE-LIB	02/18/2016	03/15/2016	42.00	03/16	100.5.03.4000.6310
45576	PEST CONTROL - EL	03/07/2016	03/15/2016	41.73	03/16	400.5.06.8588.9300
45578	BUILDING PEST CONTROL - PK	03/07/2016	03/15/2016	35.00	03/16	100.5.09.4200.6403
Total MENNINGA PEST CONTROL (2913):				188.73		
METERING & TECHNOLOGY SOLUTIONS (4934)						
5762	WATER METER	02/26/2016	03/15/2016	2,450.35	03/16	310.5.05.8145.6727
5792	WATER METER	03/02/2016	03/15/2016	2,227.45	03/16	310.5.05.8145.6727
Total METERING & TECHNOLOGY SOLUTIONS (4934):				4,677.80		
MICROMARKETING LLC (2949)						
606717	ADULT AUDIO BOOK-LIB	01/28/2016	03/15/2016	74.99	03/16	100.5.03.4000.6518
608223	JUVENILE AUDIO BOOK-LIB	02/03/2016	03/15/2016	5.00	03/16	151.5.03.4000.6519
Total MICROMARKETING LLC (2949):				79.99		
MIDTOWN TIRE COMPANY (2961)						
157842	SKID LOADER REPAIR	02/26/2016	03/15/2016	16.82	03/16	115.5.05.2100.6350
Total MIDTOWN TIRE COMPANY (2961):				16.82		
MIDWEST SANITATION (2981)						
03072016	GARBAGE HAULING	03/07/2016	03/15/2016	40,135.32	03/16	195.5.05.8400.6403
75-33800-00	CREDIT BALANCE REFUND ON 906 W	03/03/2016	03/15/2016	35.87	03/16	001.1199
Total MIDWEST SANITATION (2981):				40,171.19		
MORRIS, MICHAEL & CHANEL (5763)						
30-08400-23	DEPOSIT REFUND ON 508 PEACE	03/02/2016	03/15/2016	96.64	03/16	400.2210
Total MORRIS, MICHAEL & CHANEL (5763):				96.64		
MUNICIPAL SUPPLY INC (3052)						
0614906-IN	REPAIR CLAMP	02/24/2016	03/15/2016	138.30	03/16	300.5.05.8130.6398
0614906-IN	SEWER PIPE/ACCESSORIES	02/24/2016	03/15/2016	190.00	03/16	350.5.05.8330.6499

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total MUNICIPAL SUPPLY INC (3052):				<u>328.30</u>		
MURPHY TRACTOR & EQUIPMENT CO (3056)						
479962	BACKHOE MAINTENANCE	02/17/2016	03/15/2016	158.04	03/16	300.5.05.8130.6350
479962	BACKHOE MAINTENANCE	02/17/2016	03/15/2016	158.05	03/16	350.5.05.8330.6350
479962	BACKHOE MAINTENANCE	02/17/2016	03/15/2016	158.04	03/16	115.5.05.2100.6350
Total MURPHY TRACTOR & EQUIPMENT CO (3056):				<u>474.13</u>		
N C L OF WISCONSIN INC (3063)						
368557	LABORATOR SUPPLIES	02/15/2016	03/15/2016	182.00	03/16	350.5.05.8300.6547
368557	SHIPPING	02/15/2016	03/15/2016	66.84	03/16	350.5.05.8300.6531
Total N C L OF WISCONSIN INC (3063):				<u>248.84</u>		
NATIONAL TECHNICAL INVESTIGATOR'S ASSOC (5772)						
15604	TRAINING - PD	03/02/2016	03/15/2016	150.00	03/16	100.5.01.1030.6230
Total NATIONAL TECHNICAL INVESTIGATOR'S ASSOC (5772):				<u>150.00</u>		
NEOPOST USA INC (5553)						
N5796604	NEOPOST LEASE	02/22/2016	03/15/2016	482.85	03/16	100.5.00.6100.6418
N5796604	NEOPOST LEASE	02/22/2016	03/15/2016	482.85	03/16	195.5.05.8400.6531
N5796604	NEOPOST LEASE	02/22/2016	03/15/2016	482.85	03/16	300.5.05.8100.6531
N5796604	NEOPOST LEASE	02/22/2016	03/15/2016	482.85	03/16	350.5.05.8310.6531
N5796604	NEOPOST LEASE	02/22/2016	03/15/2016	482.85	03/16	400.5.06.8921.9020
Total NEOPOST USA INC (5553):				<u>2,414.25</u>		
NUNNIKHOVEN, PATRICK & AUBREY (5760)						
71-10141-16	DEPOSIT REFUND for 400 E 13TH APT	02/29/2016	03/15/2016	41.77	03/16	400.2210
Total NUNNIKHOVEN, PATRICK & AUBREY (5760):				<u>41.77</u>		
OATI (OPEN ACCESS TECH INTER) (3170)						
118076	TAGGING - EL	03/01/2016	03/15/2016	481.70	03/16	400.5.06.8565.9520
Total OATI (OPEN ACCESS TECH INTER) (3170):				<u>481.70</u>		
OCLC (3172)						
0000449840	MONTHLY SERVICE-LIB	02/29/2016	03/15/2016	382.73	03/16	100.5.03.4000.6422
Total OCLC (3172):				<u>382.73</u>		
OFFICE DEPOT (3174)						
823833598001	CHAIR	02/12/2016	03/15/2016	80.20	03/16	350.5.05.8330.6543
823833598001	CHAIR	02/12/2016	03/15/2016	80.20	03/16	300.5.05.8130.6544
Total OFFICE DEPOT (3174):				<u>160.40</u>		
O'GRADY PUBLISHING COMPANY (3175)						
012616LIB	ADULT BOOK-LIB	01/26/2016	03/15/2016	21.00	03/16	100.5.03.4000.6529
Total O'GRADY PUBLISHING COMPANY (3175):				<u>21.00</u>		
O'HALLORAN INTERNATIONAL INC (3176)						
X100224670-01	SENSOR FOR DIGGER DERRECK - EL	02/16/2016	03/15/2016	218.85	03/16	400.5.06.8588.9660

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total O'HALLORAN INTERNATIONAL INC (3176):				218.85		
OSKALOOSA HERALD (3200)						
91	LEGAL PUBLICATIONS	02/29/2016	03/15/2016	555.34	03/16	100.5.00.6000.6414
Total OSKALOOSA HERALD (3200):				555.34		
PACE SUPPLY (3218)						
10003625	SOCCER PAINTER PARTS - PK	02/24/2016	03/15/2016	222.98	03/16	100.5.09.4245.6350
Total PACE SUPPLY (3218):				222.98		
PELLA CHRISTIAN HIGH SCHOOL (4947)						
03032016	LITTLE TYKE SOCCER	03/03/2016	03/15/2016	50.00	03/16	100.5.04.4443.6416
Total PELLA CHRISTIAN HIGH SCHOOL (4947):				50.00		
PELLA COMM HIGH SCHOOL (3262)						
03032016	LITTLE TYKE SOCCER	03/03/2016	03/15/2016	50.00	03/16	100.5.04.4443.6416
Total PELLA COMM HIGH SCHOOL (3262):				50.00		
PELLA CONCRETE CONTRTRS (3265)						
JEFFERSONPP5	JEFFERSON STREET RECONSTRUCT	02/04/2016	03/15/2016	19,825.95	03/16	215.5.05.2184.6761
Total PELLA CONCRETE CONTRTRS (3265):				19,825.95		
PELLA PRINTING CO (3292)						
49026	NEWSLETTER - MARCH 2016	02/22/2016	03/15/2016	340.00	03/16	100.5.00.6350.6417
Total PELLA PRINTING CO (3292):				340.00		
PELLA PUBLIC LIBRARY (3294)						
022416LIB	POSTAGE-LIBRARY	02/24/2016	03/15/2016	225.00	03/16	100.5.03.4000.6531
Total PELLA PUBLIC LIBRARY (3294):				225.00		
PENGUIN RANDOM HOUSE LLC (3438)						
1086400816	ADULT ADUDIOBOOKS-LIB	02/05/2016	03/15/2016	30.00	03/16	100.5.03.4000.6518
1086454877	ADULT ADUDIOBOOKS-LIB	02/12/2016	03/15/2016	30.00	03/16	100.5.03.4000.6518
1086531110	ADULT ADUDIOBOOKS-LIB	02/12/2016	03/15/2016	37.50	03/16	100.5.03.4000.6518
1086557159	ADULT ADUDIOBOOKS-LIB	02/19/2016	03/15/2016	83.25	03/16	100.5.03.4000.6518
Total PENGUIN RANDOM HOUSE LLC (3438):				180.75		
PLEIN, WHITNEY M (4691)						
48-06305-13	DEPOSIT REFUND FOR 1119 E 2ND A	02/29/2016	03/15/2016	6.27	03/16	400.2210
Total PLEIN, WHITNEY M (4691):				6.27		
PLUMB SUPPLY COMPANY (3357)						
3784915	ST-22 PARTS	03/07/2016	03/15/2016	67.47	03/16	115.5.05.2100.6350
Total PLUMB SUPPLY COMPANY (3357):				67.47		
POWER LINE SUPPLY COMPANY (5705)						
56011735	SAFETY CLOTHING - RAINWEAR - EL	03/02/2016	03/15/2016	609.91	03/16	400.5.06.8588.9720

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
56011736	FR SAFETY CLOTHING - EL	03/02/2016	03/15/2016	2,037.30	03/16	400.5.06.8588.9720
Total POWER LINE SUPPLY COMPANY (5705):				2,647.21		
QUILL CORPORATION (3420)						
2809700	SUPPLIES-LIB	01/28/2016	03/15/2016	94.05	03/16	100.5.03.4000.6543
3278843	P&Z OFFICE SUPPLIES	02/12/2016	03/15/2016	47.85	03/16	100.5.05.5000.6543
3278843	PW OFFICE SUPPLIES	02/12/2016	03/15/2016	21.42	03/16	100.5.05.6500.6543
3487822	PLAY CUBE (GRANT)- LIB	02/22/2016	03/15/2016	368.99	03/16	151.5.03.4000.6422
3499834	OFFICE SUPPLIES- P&Z	02/22/2016	03/15/2016	3.59	03/16	100.5.05.5000.6543
3511570	OFFICE SUPPLIES- P&Z	02/22/2016	03/15/2016	24.62	03/16	100.5.05.5000.6543
3511570	OFFICE SUPPLIES- PW	02/22/2016	03/15/2016	32.90	03/16	100.5.05.6500.6543
3667336	OFFICE SUPPLIES - EL	02/26/2016	03/15/2016	11.99	03/16	400.5.06.8588.9920
3678609	OFFICE SUPPLIES - EL	02/26/2016	03/15/2016	37.15	03/16	400.5.06.8588.9920
Total QUILL CORPORATION (3420):				642.56		
RACOM CORPORATION (3429)						
16INV0189	RADIO BATTERIES/SNOW	02/25/2016	03/15/2016	461.00	03/16	100.5.02.1100.6510
16INV0190	RADIO	02/25/2016	03/15/2016	461.00	03/16	201.5.02.7044.6727
5B115344	BATTERY	02/29/2016	03/15/2016	47.00	03/16	100.5.02.1100.6510
5B115350	MICRN RADIO INSTALLATION - PD	02/29/2016	03/15/2016	875.50	03/16	100.5.01.1010.6403
Total RACOM CORPORATION (3429):				1,844.50		
RESCO (3480)						
629982-00	SUBSTATION PT'S AND CT'S - EL	03/03/2016	03/15/2016	95,747.88	03/16	410.5.06.8955.3900
Total RESCO (3480):				95,747.88		
REYNOLDS, ALEXIS (5766)						
03072016	REPLACE VOIDED PAYCHECK NOT C	03/07/2016	03/15/2016	78.59	03/16	100.2010
Total REYNOLDS, ALEXIS (5766):				78.59		
RISE BROADBAND (5487)						
3/10-4/9/16	ENTERPRISE NETWORK SERVICE - E	03/08/2016	03/15/2016	94.08	03/16	400.5.06.8592.9030
3/10-4/9/16	ENTERPRISE NETWORK SERVICE - E	03/08/2016	03/15/2016	94.08	03/16	400.5.06.8562.9030
Total RISE BROADBAND (5487):				188.16		
ROORDA, STANLEY (5769)						
1611580007	EE REBATE - EL	03/01/2016	03/15/2016	25.00	03/16	400.2215
Total ROORDA, STANLEY (5769):				25.00		
ROZENDAAL DRAIN CLEANING INC (3560)						
11570	CLEAN SEWER	02/21/2016	03/15/2016	175.00	03/16	350.5.05.8330.6499
Total ROZENDAAL DRAIN CLEANING INC (3560):				175.00		
RSM US LLP (5657)						
M-4749065-019	IT SERVICES	02/10/2016	03/15/2016	9,026.00	03/16	100.5.00.6200.6405
M-4759629-226	DESK PRINTER	02/25/2016	03/15/2016	123.00	03/16	350.5.05.8310.6543
Total RSM US LLP (5657):				9,149.00		

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SCHOLASTIC INC (5321)						
12667198	JUVENILE BOOKS-LIB	02/23/2016	03/15/2016	74.80	03/16	151.5.03.4000.6534
Total SCHOLASTIC INC (5321):				74.80		
SCHULDT, DUSTIN (3630)						
030216PD	MEMBERSHIP FEES - PD	03/02/2016	03/15/2016	50.00	03/16	100.5.01.1030.6210
Total SCHULDT, DUSTIN (3630):				50.00		
SHADY CREEK APTS (3665)						
51-18051-12	CREDIT BALANCE REFUND FOR 222	03/03/2016	03/15/2016	4.68	03/16	001.1199
Total SHADY CREEK APTS (3665):				4.68		
SHA-RAN WINDOW SERVICES (3668)						
02282016	WINDOW CLEANING - CH	02/28/2016	03/15/2016	18.00	03/16	100.5.00.6100.6310
Total SHA-RAN WINDOW SERVICES (3668):				18.00		
SHIP-IT (3681)						
03082016 - 82118	BOXES - POOL	03/08/2016	03/15/2016	51.60	03/16	100.5.04.4300.6590
Total SHIP-IT (3681):				51.60		
SISCO (3718)						
2213-030116-F	FLEX SPENDING CLAIMS	03/02/2016	03/02/2016	2,926.97	03/16	191.5.08.9200.6157
2213-030116-M	MEDICAL CLAIMS	03/02/2016	03/02/2016	6,002.50	03/16	191.5.08.9200.6153
2213-030816-F	FLEX SPENDING CLAIMS	03/08/2016	03/08/2016	5,865.79	03/16	191.5.08.9200.6157
2213-030816-M	MEDICAL CLAIMS	03/08/2016	03/08/2016	9,383.64	03/16	191.5.08.9200.6153
Total SISCO (3718):				24,178.90		
SLYCORD, MARCIA (3726)						
030316PD	MEALS - JAIL TRAINING - PD	03/03/2016	03/15/2016	20.70	03/16	100.5.01.1020.6260
030816PD	TRAVEL - PD	03/08/2016	03/15/2016	44.28	03/16	100.5.01.1010.6260
Total SLYCORD, MARCIA (3726):				64.98		
SNYDER & ASSOCIATES INC (3748)						
112.0865.01 - 34	FAA PLANNING STUDY	02/24/2016	03/15/2016	15,837.34	03/16	241.5.05.7240.6750
Total SNYDER & ASSOCIATES INC (3748):				15,837.34		
SOUTH CENTRAL IOWA SOLID WASTE (3756)						
359715	DEMOLITION- PARKS DEPT	02/24/2016	03/15/2016	69.93	03/16	115.5.05.2100.6372
Total SOUTH CENTRAL IOWA SOLID WASTE (3756):				69.93		
STAR EQUIPMENT CO (3800)						
01523967	BRUSHES FOR SWEEPER BROOM	02/09/2016	03/15/2016	1,180.46	03/16	100.5.05.2200.6350
Total STAR EQUIPMENT CO (3800):				1,180.46		
STONE, BLAKE E (5761)						
39-10710-17	DEPOSIT REFUND FOR 1000 HAZEL A	02/29/2016	03/15/2016	73.60	03/16	400.2210

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total STONE, BLAKE E (5761):				<u>73.60</u>		
STOREY-KENWORTHY CO (3834)						
PINV365472	PAPER	02/02/2016	03/15/2016	134.87	03/16	100.5.00.6100.6543
PINV370958	PAPER	02/23/2016	03/15/2016	73.98	03/16	100.5.00.6100.6543
PINV370972	PKT FILES	02/23/2016	03/15/2016	76.64	03/16	100.5.00.6100.6543
PINV371224	SP BULLETING BOARD - SP	02/24/2016	03/15/2016	756.00	03/16	100.5.09.4245.6590
PINV371743	PROTECTORS, POST -ITS	02/25/2016	03/15/2016	43.17	03/16	100.5.00.6100.6543
Total STOREY-KENWORTHY CO (3834):				<u>1,084.66</u>		
STRAVERS TRUE VALUE (3838)						
021916LIB	SUPPLIES-LIB	02/19/2016	03/15/2016	4.79	03/16	100.5.03.4000.6310
022516LIB	HAND SOAP-LIB	02/25/2016	03/15/2016	72.34	03/16	100.5.03.4000.6544
10067576	DVI CABLE - CC	03/01/2016	03/15/2016	27.99	03/16	100.5.04.4100.6543
A225196	SOAP - POOL	02/25/2016	03/15/2016	150.54	03/16	100.5.04.4300.6590
A225197	SUPPLIES - FD	02/25/2016	03/15/2016	14.99	03/16	100.5.02.1100.6510
A225229	SUPPLIES- PW	02/26/2016	03/15/2016	7.98	03/16	115.5.05.2100.6330
A225398	TOILET BOWL CLEANER - CC	03/01/2016	03/15/2016	32.50	03/16	100.5.04.4100.6590
A225406	LIGHT BULBS - CC	03/01/2016	03/15/2016	11.96	03/16	100.5.04.4100.6590
A225409	BUILDING MAINTENANCE- PWO	03/01/2016	03/15/2016	2.72	03/16	115.5.05.2100.6310
A225411	HOE HANDLE	03/01/2016	03/15/2016	13.99	03/16	350.5.05.8300.6510
A225411	ELECTRIC BUSHING	03/01/2016	03/15/2016	10.98	03/16	350.5.05.8300.6310
A225487	BRINKHOFF WINDMILL HARDWARE -	03/03/2016	03/15/2016	25.20	03/16	100.5.09.4200.6310
A225543	PAINT FOR SMALL SHED - SP	03/04/2016	03/15/2016	15.99	03/16	100.5.09.4245.6590
A225543	HAND SOAP DISPENSER EQUIPMENT	03/04/2016	03/15/2016	32.01	03/16	100.5.09.4245.6553
A225587	LIGHT BULBS/BUSHINGS	03/04/2016	03/15/2016	187.35	03/16	350.5.05.8300.6310
E55034	URINAL BLOCKS - PD	03/02/2016	03/15/2016	11.88	03/16	100.5.01.1000.6411
Total STRAVERS TRUE VALUE (3838):				<u>623.21</u>		
SUMMIT COMPANIES (5585)						
1107794	FILL EXTINGUISHER	02/18/2016	03/15/2016	48.50	03/16	100.5.02.1100.6510
Total SUMMIT COMPANIES (5585):				<u>48.50</u>		
SUPERIOR LAMP INC (5773)						
S4003376-01	T-8 LED LAMPS - EL	02/29/2016	03/15/2016	582.48	03/16	400.5.06.8588.9300
Total SUPERIOR LAMP INC (5773):				<u>582.48</u>		
TASTE OF HOME BOOKS (3897)						
01049	ADULT BOOKS-LIB	02/08/2016	03/15/2016	31.98	03/16	100.5.03.4000.6529
Total TASTE OF HOME BOOKS (3897):				<u>31.98</u>		
TAYLOR, KELLY (3902)						
650016000	CREDIT BALANCE REFUND ON 1117 F	03/02/2016	03/15/2016	136.00	03/16	001.1199
Total TAYLOR, KELLY (3902):				<u>136.00</u>		
THINGSTAD, HEATH (5764)						
39-10657-15	CREDIT BALANCE REFUND FOR 1000	03/03/2016	03/15/2016	38.36	03/16	001.1199
Total THINGSTAD, HEATH (5764):				<u>38.36</u>		

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THOMPSON ENVIRONMENTAL CONSULT (3945)						
2016-167	TITLE V RENEWAL - PP	02/29/2016	03/15/2016	1,908.00	03/16	400.5.06.8923.9820
2016-168	COMPLIANCE REPORTING - PP	02/29/2016	03/15/2016	3,123.00	03/16	400.5.06.8923.9820
Total THOMPSON ENVIRONMENTAL CONSULT (3945):				5,031.00		
TODD HACKETT CONSTRUCTION CO (4830)						
SPORTSPARKRET	PELLA SPORTS PARK RETAINAGE	03/09/2016	03/15/2016	254,394.65	03/16	203.5.08.7226.6799
Total TODD HACKETT CONSTRUCTION CO (4830):				254,394.65		
TONY'S AUTO PARTS (3968)						
5797-211018	ENGINE DEGREASER	02/22/2016	03/15/2016	6.78	03/16	350.5.05.8300.6350
5797-211081	JET MACHINE REPAIR	02/23/2016	03/15/2016	27.92	03/16	350.5.05.8330.6350
5797-211095	GREASE ZERKS	02/23/2016	03/15/2016	14.52	03/16	350.5.05.8300.6350
5797-211504	VEHICLE EXPENSE - PD	02/29/2016	03/15/2016	126.89	03/16	100.5.01.1070.6330
5797-211507	ST-2	02/29/2016	03/15/2016	17.99	03/16	115.5.05.2100.6330
5797-211825	VEHICLE EXPENSE - PD	03/03/2016	03/15/2016	35.69	03/16	100.5.01.1070.6330
Total TONY'S AUTO PARTS (3968):				229.79		
TOWN CRIER (3979)						
022416PZ	COMPREHENSIVE PLAN BOOKS	02/24/2016	03/15/2016	180.00	03/16	100.5.05.5000.6417
24470	CONCESSION COORDINATOR AD - P	02/03/2016	03/15/2016	44.00	03/16	100.5.04.4300.6402
24471	LG CLASS - POOL	02/03/2016	03/15/2016	44.00	03/16	100.5.04.4300.6402
24472	AD - METER TESTING - EL	02/03/2016	03/15/2016	82.50	03/16	400.5.06.8597.9030
24597	AD - METER TESTING - EL	02/10/2016	03/15/2016	82.50	03/16	400.5.06.8597.9030
24855	AD-SALE OF MOWERS	02/17/2016	03/15/2016	44.00	03/16	100.5.09.4200.6402
24891	ENVELOPES - CH	02/26/2016	03/15/2016	356.00	03/16	100.5.00.6100.6543
25112	LG BOOK - POOL	02/29/2016	03/15/2016	25.73	03/16	100.5.04.4300.6590
Total TOWN CRIER (3979):				858.73		
TRANS-IOWA EQUIPMENT INC (3988)						
17160459	ST-22	02/26/2016	03/15/2016	349.04	03/16	115.5.05.2100.6350
Total TRANS-IOWA EQUIPMENT INC (3988):				349.04		
TREASURER STATE OF IOWA (3992)						
030716	STATE SALES TAX 1ST HALF OF MAR	03/07/2016	03/07/2016	16,000.00	03/16	400.2140
030816	STATE SALES TAX 2ND HALF OF FEB	03/08/2016	03/08/2016	18,885.66	03/16	400.2140
030816	STATE SALES TAX 2ND HALF OF FEB	03/08/2016	03/08/2016	9,302.39	03/16	400.2141
030816	STATE SALES TAX 2ND HALF OF FEB	03/08/2016	03/08/2016	571.89	03/16	400.2140
030816	STATE SALES TAX 2ND HALF OF FEB	03/08/2016	03/08/2016	95.32	03/16	400.2141
030816	STATE SALES TAX 2ND HALF OF FEB	03/08/2016	03/08/2016	.26	03/16	400.5.06.8930.9940
Total TREASURER STATE OF IOWA (3992):				44,855.00		
TRI-COUNTY VET CLINIC PC (4000)						
250142	ANIMAL CONTROL - PD	02/29/2016	03/15/2016	258.82	03/16	100.5.01.1060.6490
Total TRI-COUNTY VET CLINIC PC (4000):				258.82		
TUCKER TRUCKING, ALAN (4009)						
11052	HAUL ROCK-WWTP	02/22/2016	03/15/2016	181.12	03/16	350.5.05.8330.6499
11053	CONTRACTUAL EXPENSES	02/22/2016	03/15/2016	204.60	03/16	115.5.05.2100.6403

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total TUCKER TRUCKING, ALAN (4009):				385.72		
TWO RIVERS COOPERATIVE (4019)						
0228509	SP DIESEL FUEL FILTER - PK	03/04/2016	03/15/2016	8.99	03/16	100.5.09.4245.6590
022916AIR	FUEL- AIRPORT	02/29/2016	03/15/2016	431.53	03/16	100.5.05.2200.6514
022916AIR	ICE MELT	02/29/2016	03/15/2016	374.00	03/16	100.5.05.2200.6590
022916PD	FUEL - PD	02/29/2016	03/15/2016	1,049.44	03/16	100.5.01.1030.6514
022916PD	FUEL - PD	02/29/2016	03/15/2016	59.06	03/16	100.5.01.1070.6514
022916PWS	FUEL- PWS	02/29/2016	03/15/2016	1,159.81	03/16	115.5.05.2100.6514
022916PWS	FUEL- SNOW	02/29/2016	03/15/2016	851.66	03/16	115.5.05.2100.6420
022916WWTP	FUEL	02/29/2016	03/15/2016	49.09	03/16	350.5.05.8310.6514
022916WWTP	FUEL	02/29/2016	03/15/2016	46.98	03/16	350.5.05.8330.6514
02292016	00511450 FUEL - FD	02/29/2016	03/15/2016	24.91	03/16	100.5.02.1100.6514
02292016 - PK	00512900 FUEL - PK	02/29/2016	03/15/2016	363.04	03/16	100.5.09.4200.6514
STMT02/29/16-EL	FUEL - EL	02/29/2016	03/15/2016	469.52	03/16	400.5.06.8588.9660
STMT02/29/16-PP	FUEL - PP	02/29/2016	03/15/2016	22.60	03/16	400.5.06.8549.9020
Total TWO RIVERS COOPERATIVE (4019):				4,910.63		
UNITED PARCEL SERVICES (4036)						
0000536050096	UPS BILL	02/27/2016	03/15/2016	85.60	03/16	400.5.06.8588.9720
0000536050096	UPS BILL	02/27/2016	03/15/2016	24.45	03/16	100.5.03.4000.6531
0000536050096	UPS BILL	02/27/2016	03/15/2016	19.86	03/16	100.5.01.1010.6531
Total UNITED PARCEL SERVICES (4036):				129.91		
USA BLUE BOOK (4050)						
871553	CORK BOARDS & FLOOR MATS	02/11/2016	03/15/2016	218.41	03/16	300.5.05.8130.6544
871553	CORK BOARD/FLOOR MATS	02/11/2016	03/15/2016	218.40	03/16	350.5.05.8330.6544
Total USA BLUE BOOK (4050):				436.81		
USPS-HASLER 0008014227 (5414)						
03012016	REFILL POSTAGE METER	03/01/2016	03/15/2016	200.00	03/16	300.5.05.8100.6531
03012016	REFILL POSTAGE METER	03/01/2016	03/15/2016	180.00	03/16	195.5.05.8400.6531
03012016	REFILL POSTAGE METER	03/01/2016	03/15/2016	180.00	03/16	350.5.05.8310.6531
03012016	REFILL POSTAGE METER	03/01/2016	03/15/2016	240.00	03/16	400.5.06.8921.9020
Total USPS-HASLER 0008014227 (5414):				800.00		
VALLEY ENVIRONMENTAL SERVICES (4056)						
259616	PARTS WASHER RENT	02/29/2016	03/15/2016	24.83	03/16	115.5.05.2100.6330
Total VALLEY ENVIRONMENTAL SERVICES (4056):				24.83		
VAN BAALE, JOSH (4726)						
030216WWTP	BOOT REIMBURSEMENT	03/02/2016	03/15/2016	100.00	03/16	350.5.05.8330.6546
Total VAN BAALE, JOSH (4726):				100.00		
VAN ESSEN AUTO (4075)						
020216PD	VEHICLE EXPENSE - PD	02/02/2016	03/15/2016	282.82	03/16	100.5.01.1030.6330
020916PD	VEHICLE EXPENSE - PD	02/09/2016	03/15/2016	48.75	03/16	100.5.01.1030.6330
021816PD	VEHICLE EXPENSE - PD	02/18/2016	03/15/2016	40.90	03/16	100.5.01.1030.6330
021916PD	VEHICLE EXPENSE - PD	02/19/2016	03/15/2016	45.90	03/16	100.5.01.1030.6330
022416PD	VEHICLE EXPENSE - PD	02/24/2016	03/15/2016	451.01	03/16	100.5.01.1030.6330

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total VAN ESSEN AUTO (4075):				869.38		
VAN WERT INC (4151)						
207546	16S METERS - STOCK - EL	03/04/2016	03/15/2016	1,284.00	03/16	400.5.06.8586.9030
Total VAN WERT INC (4151):				1,284.00		
VANDER LINDEN, AUSTIN (5778)						
03082016	INK CARTRIDGE - FD	03/08/2016	03/15/2016	40.35	03/16	100.5.02.1100.6543
Total VANDER LINDEN, AUSTIN (5778):				40.35		
VERIZON WIRELESS (4957)						
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.05.5000.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.09.4200.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.05.6500.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	145.25	03/16	100.5.00.6100.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.09.4245.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.04.4100.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	54.75	03/16	100.5.02.1100.6373
9760988508	CELL PHONES	02/23/2016	03/15/2016	34.34	03/16	100.5.05.5000.6373
9760988509	INTERNET - PK	02/23/2016	03/15/2016	115.66	03/16	100.5.04.4100.6373
9761048176	MOBILE VIRTUAL PRIVATE NETWORK	02/23/2016	03/15/2016	200.07	03/16	100.5.01.1010.6373
9761048176	CELLULAR TELEPHONE SERVICE - P	02/23/2016	03/15/2016	54.75	03/16	100.5.01.1040.6373
Total VERIZON WIRELESS (4957):				588.07		
VILLAGE INDUSTRIAL LAUNDRY (4263)						
93988	DOOR MATS - CONCESSION STAND	03/01/2016	03/15/2016	373.51	03/16	100.5.09.4245.6590
94219	MAT RENTAL - CH	02/29/2016	03/15/2016	22.28	03/16	100.5.00.6100.6310
94220	TOWEL SERVICE, DUST CONTROL - E	02/29/2016	03/15/2016	36.30	03/16	400.5.06.8588.9300
94221	TOWELS - FD	02/29/2016	03/15/2016	21.56	03/16	100.5.02.1100.6413
94222	ROLL TOWELS	02/29/2016	03/15/2016	30.42	03/16	115.5.05.2100.6403
94222	UNIFORM CLEANING	02/29/2016	03/15/2016	84.20	03/16	115.5.05.2100.6413
94223	LAUNDRY EXPENSE WWTP	02/29/2016	03/15/2016	139.10	03/16	350.5.05.8310.6413
Total VILLAGE INDUSTRIAL LAUNDRY (4263):				707.37		
VOS, ISAAC B (5765)						
03072016	REPLACE VOIDED PAYCHECK NOT C	03/07/2016	03/15/2016	88.58	03/16	100.2010
Total VOS, ISAAC B (5765):				88.58		
WAITS, DENNIS (4307)						
03072016	MILEAGE REIMBURSEMENT	03/07/2016	03/15/2016	50.22	03/16	350.5.05.8310.6260
Total WAITS, DENNIS (4307):				50.22		
WALMART COMMUNITY (4312)						
002387	OFFICE SUPPLIES-WTP	02/02/2016	03/15/2016	19.85	03/16	300.5.05.8120.6543
005405	SURGE PROTECTOR	02/05/2016	03/15/2016	4.94	03/16	300.5.05.8130.6510
005405	SURGE PROTECTOR	02/05/2016	03/15/2016	4.94	03/16	350.5.05.8310.6543
005788	WIRELESS MOUSE	02/06/2016	03/15/2016	8.44	03/16	300.5.05.8130.6510
005788	WIRELESS MOUSE	02/06/2016	03/15/2016	8.44	03/16	350.5.05.8310.6543
008390	ROUTER	02/08/2016	03/15/2016	39.99	03/16	300.5.05.8130.6510
008390	ROUTER	02/08/2016	03/15/2016	39.98	03/16	350.5.05.8330.6510
011316LIB	SUPPLIES-LIB	01/13/2016	03/15/2016	13.40	03/16	100.5.03.4000.6543

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
026045	BUILDING SUPPLIES-WTP	01/26/2016	03/15/2016	8.46	03/16	300.5.05.8120.6590
029283	TELEPHONE	01/29/2016	03/15/2016	24.49	03/16	300.5.05.8130.6510
029283	TELEPHONE	01/29/2016	03/15/2016	24.49	03/16	350.5.05.8310.6543
602900632902	GLOVES	01/29/2016	03/15/2016	9.56	03/16	350.5.05.8310.6546
602900632902	OFFICE SUPPLIES- WWTP	01/29/2016	03/15/2016	7.91	03/16	350.5.05.8310.6543
602900632902	MISC SUPPLIES- WWTP	01/29/2016	03/15/2016	25.07	03/16	350.5.05.8310.6544
Total WALMART COMMUNITY (4312):				239.96		
WASSENAAR, KATHY (4324)						
1611580006	EE REBATE - EL	03/01/2016	03/15/2016	425.00	03/16	400.2215
Total WASSENAAR, KATHY (4324):				425.00		
WATER ENGINEERING INC (4325)						
IN14260	BOILER WATER TREATMENT	02/19/2016	03/15/2016	24.48	03/16	350.5.05.8300.6350
IN14260	SHIPPING - WWTP	02/19/2016	03/15/2016	53.41	03/16	350.5.05.8300.6531
Total WATER ENGINEERING INC (4325):				77.89		
WATER SAFETY PRODUCTS (4330)						
158820	MASKS & EPI PEN TRAINER - POOL	02/26/2016	03/15/2016	113.05	03/16	100.5.04.4301.6590
Total WATER SAFETY PRODUCTS (4330):				113.05		
WATERLOO TENT & TARP COMPANY INC (5777)						
54247	SLIDE CANOPIES/UMBRELLA	03/02/2016	03/15/2016	4,419.57	03/16	201.5.04.7080.6727
Total WATERLOO TENT & TARP COMPANY INC (5777):				4,419.57		
WEB.COM (4339)						
25163503	WEB SERVICE	03/02/2016	03/02/2016	29.95	03/16	100.5.00.6200.6403
Total WEB.COM (4339):				29.95		
WINDSTREAM IOWA COMMUNICATIONS (4413)						
02222016-1456	PHONE 1456 - PP	02/22/2016	03/15/2016	229.45	03/16	400.5.06.8549.9020
02222016-8334	PHONE 8334 - EL	02/22/2016	03/15/2016	20.58	03/16	400.5.06.8588.9920
02222016-8334	PHONE 8334 - EL	02/22/2016	03/15/2016	20.57	03/16	400.5.06.8562.9030
022416AIR	PHONE BILL- AIRPORT	02/24/2016	03/15/2016	21.80	03/16	100.5.05.2200.6373
022416PD	TELEPHONE BILL - PD	02/24/2016	03/15/2016	297.12	03/16	100.5.01.1010.6373
022416PWS	PHONE BILL- PW	02/24/2016	03/15/2016	204.26	03/16	100.5.05.6500.6373
022416WTP	TELEPHONE BILL- WTP	02/24/2016	03/15/2016	142.62	03/16	300.5.05.8100.6373
022416WWTP	TELEPHONE SERVICE- WWTP	02/24/2016	03/15/2016	36.71	03/16	350.5.05.8310.6373
02242016 - CC	PHONE 6830- CC	02/24/2016	03/15/2016	105.20	03/16	100.5.04.4100.6373
02242016 - CH	PHONE 9584 - CH	02/24/2016	03/15/2016	245.98	03/16	100.5.00.6100.6373
02242016 - FD	PHONE 1414 - FD	02/24/2016	03/15/2016	65.20	03/16	100.5.02.1100.6373
02242016 - PK	SP SHOP PHONE 4299	02/24/2016	03/15/2016	72.18	03/16	100.5.09.4200.6373
02242016 - POOL	PHONE 9212 - POOL	02/24/2016	03/15/2016	78.66	03/16	100.5.04.4300.6373
02242016 - REC	PHONE 4571 REC	02/24/2016	03/15/2016	28.54	03/16	100.5.04.4100.6373
02242016-1108	PHONE 1108 - EL	02/24/2016	03/15/2016	73.96	03/16	400.5.06.8562.9030
02242016-2300	PHONE 2300 - EL	02/24/2016	03/15/2016	49.17	03/16	400.5.06.8588.9920
02242016-4128	PHONE 4128 - EL	02/24/2016	03/15/2016	232.89	03/16	400.5.06.8588.9920
02242016-9096	PHONE 9096 - EL	02/24/2016	03/15/2016	80.07	03/16	400.5.06.8592.9030
02242016-9221	PHONE 9221 - EL	02/24/2016	03/15/2016	24.67	03/16	400.5.06.8592.9030
02242016-9221	PHONE 9221 - EL	02/24/2016	03/15/2016	24.67	03/16	400.5.06.8562.9030
030316LIB	TELEPHONE-LIB	03/03/2016	03/15/2016	68.56	03/16	100.5.03.4000.6373
03032016 - REC	PHONE 0-0011 FAX - REC	03/03/2016	03/15/2016	34.07	03/16	100.5.04.4100.6373

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
03032016-9901	PHONE 9901 - EL	03/03/2016	03/15/2016	28.06	03/16	400.5.06.8592.9030
03032016-9901	PHONE 9901 - EL	03/03/2016	03/15/2016	12.02	03/16	400.5.06.8562.9030
Total WINDSTREAM IOWA COMMUNICATIONS (4413):				2,197.01		
ZIEGLER INC (4466)						
SW570052224	ENGINE /GENERATOR MAINTENANCE	02/27/2016	03/15/2016	3,424.76	03/16	350.5.05.8300.6350
Total ZIEGLER INC (4466):				3,424.76		
ZYLSTRA'S WELDING INC (4477)						
18210	KUBOTA SWEEPER REPAIR - PK	02/04/2016	03/15/2016	45.55	03/16	100.5.09.4200.6350
Total ZYLSTRA'S WELDING INC (4477):				45.55		
Grand Totals:				922,364.18		

Report GL Period Summary

GL Period	Amount
03/16	922,364.18

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Report Criteria:

Vendor.Vendor number = {<->} 1058
 Vendor.Vendor number = {<->} 2578
 Invoice Detail.Input date = 03/02/2016-03/15/2016

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
POST OFFICE (3371)						
022916	MAILING UTILITY BILLS	02/29/2016	02/29/2016	1,687.22	02/16	100.5.00.6310.6531
Total POST OFFICE (3371):				<u>1,687.22</u>		
Grand Totals:				<u><u>1,687.22</u></u>		

Report GL Period Summary

GL Period	Amount
02/16	1,687.22

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

<u>Name</u>	<u>Pay Per Date</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
ACH	3/4/2016	DIRECT DEPOSITS	100.2010	126,584.78
CHECK RUN	3/4/2016	PAYCHECKS	100.2010	11,884.10
				<hr/> <u>138,468.88</u>
Grand Totals:				<hr/> <u>138,468.88</u>

Report Criteria:

Paid transmittals included
Unpaid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
1							
1	EFTPS	160304111	02/27/2016	74-00	SOCIAL SECURITY Pay Period: 2/27/2	100.2165	10,530.22
1	EFTPS	160304111	02/27/2016	74-00	SOCIAL SECURITY Pay Period: 2/27/2	100.2165	10,530.22
1	EFTPS	160304111	02/27/2016	75-00	MEDICARE Pay Period: 2/27/2016	100.2165	2,965.71
1	EFTPS	160304111	02/27/2016	75-00	MEDICARE Pay Period: 2/27/2016	100.2165	2,965.71
1	EFTPS	160304111	02/27/2016	76-00	FEDERAL WITHHOLDING TAX Pay Pe	100.2165	20,590.01
Total 1:							47,581.87
2							
2	IOWA DEPARTMENT OF	160304112	02/27/2016	77-00	STATE WITHHOLDING TAX Pay Period	100.2166	8,928.82
2	IOWA DEPARTMENT OF	160304112	02/27/2016	77-00	STATE WITHHOLDING TAX	100.5.00.6100.6502	.18
Total 2:							8,929.00
3							
3	IPERS	0	02/27/2016	50-01	IPERS-REGULAR Pay Period: 2/27/201	100.2160	10,140.86
3	IPERS	0	02/27/2016	50-01	IPERS-REGULAR Pay Period: 2/27/201	100.2160	15,219.85
3	IPERS	0	02/27/2016	50-02	IPERS-ELECTED Pay Period: 2/27/201	100.2160	27.46
3	IPERS	0	02/27/2016	50-02	IPERS-ELECTED Pay Period: 2/27/201	100.2160	41.21
Total 3:							25,429.38
4							
4	MUNICIPAL FIRE & POLI	0	02/27/2016	51-01	MFRSI-POLICE PENSION Pay Period:	100.2161	3,274.42
4	MUNICIPAL FIRE & POLI	0	02/27/2016	51-01	MFRSI-POLICE PENSION Pay Period:	100.2161	9,673.55
Total 4:							12,947.97
5							
5	ICMA-457	160304108	02/27/2016	52-01	ICMA RETIREMENT 457 Pay Period: 2/	100.2169	4,170.00
5	ICMA-457	160304108	02/27/2016	52-02	ICMA RETIREMENT 457%(GROSS) Pa	100.2169	2,135.75
Total 5:							6,305.75
6							
6	ICMA-401	160304107	02/27/2016	53-00	401A Pay Period: 2/27/2016	100.2167	787.38
Total 6:							787.38
7							
7	ICMA-ROTH	160304109	02/27/2016	52-05	ICMA ROTH IRA Pay Period: 2/27/2016	100.2171	1,207.30
Total 7:							1,207.30
8							
8	AFLAC	0	02/27/2016	42-00	AFLAC SHORT TERM DISABILITY Pay	100.2152	170.50
8	AFLAC	0	02/27/2016	45-01	AFLAC ACCIDENT-SICK Pay Period: 2/	100.2152	397.48
8	AFLAC	0	02/27/2016	45-02	AFLAC CANCER Pay Period: 2/27/2016	100.2152	282.65
Total 8:							850.63

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
9	9 TRANSAMERICA LIFE IN	0	02/27/2016	43-00	SUPPLIEMENTAL LIFE INSURANCE P	100.2152	165.66
Total 9:							165.66
10	10 LINCOLN NATIONAL	0	02/27/2016	41-01	DENTAL-SINGLE Pay Period: 2/27/201	191.4.08.9200.4795	251.40
	10 LINCOLN NATIONAL	0	02/27/2016	41-02	DENTAL-FAMILY Pay Period: 2/27/201	191.4.08.9200.4795	1,191.61
Total 10:							1,443.01
11	11 CHILD SUPPORT RECOV	160304110	02/27/2016	56-01	CHILD SUPPORT-FLAT AMT Pay Perio	100.2158	556.14
Total 11:							556.14
12	12 TEAMSTERS LOCAL UNI	1660	02/27/2016	55-01	UNION DUES-PUBLIC WORKS Pay Pe	100.2154	1,141.00
	12 TEAMSTERS LOCAL UNI	1660	02/27/2016	55-02	UNION DUES-ELECTRIC Pay Period: 2	100.2153	55.00
Total 12:							1,196.00
Grand Totals:							107,400.09

Report Criteria:

Paid transmittals included
Unpaid transmittals included