

CITY OF PELLA, IOWA
TENTATIVE CITY COUNCIL MEETING AGENDA
April 19, 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:
None
2. Approval of tentative agenda.
3. Reappointment of Ervin Van Wyk to the Planning and Zoning Commission.
4. Announce Closed Session pursuant to Iowa Code Chapter 21.5 1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

***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 April 5, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for April 5, 2016.
 - b. Planning and Zoning Minutes for March 14, 2016.
 - c. Planning and Zoning Minutes for February 22, 2016.
 - d. Building Code Board of Appeals for July 15, 2015.
 - e. Library Board Minutes for March 8, 2016.
3. Petitions and Communications
 - a. Special Event—Union Vacation Bible School Registration Carnival.
 - b. Special Event—Tulip Time Flight Breakfast.
 - c. Special Event—Red Rock Threshers.
4. Administration Reports
 - a. None

D. *PUBLIC HEARINGS

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

1. a. Public Hearing on Proposed Amendments to the 2014 Pella Comprehensive Plan.
1. b. Resolution No. 5679 entitled, "A RESOLUTION PROPOSING AMENDMENTS TO THE 2014 PELLA COMPREHENSIVE PLAN".

E. PETITIONS & COMMUNICATIONS

1. Special Event—Street Performers.
2. a. Special Event-Many Hands for Haiti Color Blast 5K.
2. b. Resolution No. 5680 entitled, "A RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "MANY HANDS FOR HAITI COLOR BLAST 5K".

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

1. Set Public Hearing Date for FY 15-16 Budget Amendment.

H. RESOLUTIONS

1. Resolution No. 5681 entitled, "RESOLUTION ORDERING SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, SETTING THE PUBLIC HEARING, AND AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING BID OPENING IN CONNECTION WITH FURNISHING UNDERGROUND ELECTRIC MATERIALS FOR THE CITY OF PELLA."

2. Resolution No. 5682 entitled, "RESOLUTION TO APPROVE AMENDMENTS RELATING TO THE MISSOURI BASIN MUNICIPAL POWER AGENCY D/B/A MISSOURI RIVER ENERGY SERVICES PELLA POWER SALE AGREEMENT AND ASSOCIATED TRANSMISSION AGREEMENTS".

3. Resolution No. 5683 entitled, "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR". (Water System Improvement Division 3: RO Waste and Raw Water Main Project)

4. Resolution No. 5684 entitled, "RESOLUTION APPROVING CHANGE ORDER #3 WITH C.L. CARROLL CO., INC. FOR CONSTRUCTION OF A NEW JORDAN WELL".

I. ORDINANCES

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

1. Ordinance No. 908 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 171 SCHEDULE OF RATES AND FEES." (2nd Rdg--This item was table 4-05-16)

2. Ordinance No. 909 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 69 PARKING REGULATIONS". (2nd Rdg)

J. CLAIMS

1. Abstract of bills No. 1957.

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

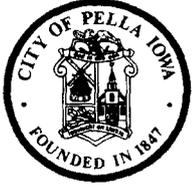
(Public comments are limited to 3 minutes.)

L. CLOSED SESSION

1. Closed Session pursuant to Iowa Code Chapter 21.5 1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

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 May 2, 2016. The deadline for items is April 25, 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-3

SUBJECT: Reappointment of Ervin Van Wyk to the Planning and Zoning Commission

DATE: April 19, 2016

BACKGROUND:

Ervin Van Wyk has served on the Planning & Zoning Commission since July 18, 2006 and is interested in serving another term. His term will expire May 1, 2016. Ervin has lived in the Pella area his entire life. He is a business owner, operating Midtown Tire since 1988. Ervin resides at 2308 Scholte Straat. His new term would expire on May 1, 2021.

ATTACHMENTS: None

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve the Reappointment.

**CITY OF PELLA, IOWA
CITY COUNCIL
OFFICIAL MINUTES
April 5, 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: Mark De Jong, Tony Bokhoven, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, Larry Peterson. Absent: None. City Administrator Mike Nardini, City Attorney Bob Stuyvesant, and City Clerk Ronda Brown were present. Eight staff members and eleven 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. Proposed Amendment #1 to the City's Power Supply Contract.
2. Approval of tentative agenda. Councilmember Bokhoven moved to approve the tentative agenda, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Bokhoven, Schiebout, Peterson, De Jong, Vander Beek, Van Stryland. NAYS: None. Motion carried.
3. Proclamation Declaring the Month of April 2016 as Sexual Assault Awareness Month.

SUBJECT: Proclamation Declaring the Month of April as Sexual Assault Awareness Month
 DATE: April 5, 2016
 BACKGROUND: Crisis Intervention Services is requesting a Proclamation declaring the Month of April as Sexual Assault Awareness Month.
 ATTACHMENTS: Proclamation
 REPORT PREPARED BY: City Administration
 REPORT REVIEWED BY: CITY ADMINISTRATOR
 CITY CLERK
 RECOMMENDED ACTION: Proclaim the month of April as Sexual Assault Awareness Month.

4. Announce Closed Session pursuant to Iowa Code Chapter 21.5 1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

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

NONE

C. APPROVAL OF CONSENT AGENDA

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

1. Approval of Minutes
 - a. Official Council Minutes for March 15, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for March 15, 2016.

Policy and Planning Minutes
March 15, 2016

PRESENT: Mayor Jim Mueller, Mark De Jong, Tony Bokhoven, Dan L. Vander Beek, Harold Van Stryland, Bruce Schiebout, Larry Peterson
 ABSENT: None
 OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 7:36 p.m. The first item was a discussion of 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.

Staff answered questions on this item and noted that the document will change in the future. Therefore, it is a benefit to the City to have MRES helping with issues like this. Staff was directed to prepare a resolution to approve the Distributed Generation Workbook for Council's consideration on April 5, 2016.

The second item at Policy and Planning was 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.

After discussion, the Policy and Planning committee were in favor of going ahead with the changes to Dr. Allen's request.

A second parking request was 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.

After discussion, the Policy and Planning committee directed staff to proceed with removing the 2-6 am parking restriction for spaces on the east side of Broadway Street from the alley south of Franklin street to Liberty Street.

Both parking changes will be presented as an ordinance change for consideration at the April 5, 2016 Council meeting.

The meeting adjourned at 8:03 p.m.

Respectfully Submitted,
Ronda Brown, City Clerk

3. Petitions and Communications

a. Renewal of Class B Native Wine Permit with Living Quarters for Silver Lining Enterprises.

SUBJECT: Renewal of Class B Native Wine Permit for Silver Lining Enterprises LLC

DATE: April 5, 2016

BACKGROUND: Lorie Melhus, owner of Silver Lining Enterprises LLC, has applied for a renewal of a Class B Native Wine Permit with living quarters privilege for her store at 733 Franklin Street. The term of the new license is twelve months and would expire April 30, 2017. The application has been completed online with the State, and staff is recommending approval.

ATTACHMENTS: License Application

REPORT PREPARED BY: City Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve license.

b. Renewal of Class C Beer Permit with Sunday Sales for Git-N-Go Convenience Stores #38.

SUBJECT: Renewal of Class C Beer Permit for Git-N-Go Convenience Store #38

DATE: April 5, 2016

BACKGROUND: Git-N-Go Convenience Store #38, located at 209 Oskaloosa Street, has applied for renewal of their Class C Beer Permit with Sunday Sales.

The application has been completed online with the State. The term of the new license is twelve months and would expire June 1, 2017. Staff is recommending approval.

ATTACHMENTS: Application

REPORT PREPARED BY: Administrative Accounts Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve renewal.

4. Administration Reports

a. None

D. *PUBLIC HEARINGS

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

1. a. Public Hearing on the Washington Street Reconstruction Project. No written comments were received. Oral comments were addressed. Councilmember Vander Beek moved to close the public hearing, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Bokhoven, Van Stryland, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Resolution Approving the Plans, Specifications, Form of Contract, Estimate of Costs, Receiving Bids and Making Award of Construction Contract for the Washington Street Reconstruction Project

DATE: April 5, 2016

BACKGROUND:

This resolution approves the plans, specifications, estimate of costs, and awards the construction contract for the Washington Street Reconstruction Project. This proposed project will involve total reconstruction of Washington Street from E 1st to Hazel and widening the street from 25' to 31'. In addition, all city utilities will be replaced including water main, sanitary sewer and new storm sewer, including new sewer and water services in the right-of-way. On March 24, 2016, a bid letting was held for this project and the City received two bids:

Blommers Construction, Inc	\$ 877,172.00
TK Concrete, Inc	\$1,224,361.50

The engineer's estimated project cost was \$899,873.

Blommers was the low bidder in the amount of \$877,172.00. The engineer for the project, Garden and Associates, has reviewed the bid proposal and is recommending awarding the contract for the project to Blommers Construction of Pella, IA.

If approved by Council, the project is scheduled to start immediately following Tulip Time with an estimated completion date of October 15, 2016. Funding for the project will be provided from the Tax Increment Financing Fund.

This resolution also gives the Public Works Director, Denny Buyert, authorization to issue the notice to proceed once the contract, bonds, insurance certificates and appropriate permits are in proper order and fully executed.

ATTACHMENTS: Resolution, Bid Summary, Bid Tabulation, Engineer's Recommendation, Contract Form.

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDATION: Approve resolution.

1. b. Resolution No. 5674 entitled, "RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COSTS, RECEIVING BIDS AND MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WASHINGTON STREET RECONSTRUCTION PROJECT". Councilmember Schiebout moved to approve, seconded by Councilmember Bokhoven. On roll call the vote was: AYES: Schiebout, Bokhoven, Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried.

E. PETITIONS & COMMUNICATIONS

1. a. Special Event-2016 Tulip Time Festival. Councilmember Vander Beek moved to approve, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Bokhoven, Van Stryland, Schiebout. NAYS: None. Motion carried.

SUBJECT: Special Event Permit Request for Pella Tulip Festival

DATE: April 5, 2016

BACKGROUND: The Pella Historical Society is requesting a Special Event Permit for "2016 Tulip Time Festival" for Tuesday, May 3, 2016--5:00 p.m. through Monday, May 9, 2016—12:00 noon.

A resolution requesting street closings for "2016 Tulip Time Festival" is the same as last year.

Listed below are streets/alleys that are requested to be permanently closed in the downtown area and those used as the staging area for the parade. In addition, there are streets temporarily closed during the parade and others with controlled access.

Streets/Alleys permanently closed during Tulip Time 2016

- Broadway Street from Liberty Street north to Washington Street
- Main Street from Liberty Street north to Washington Street
- East 1st Street from the alley south of Franklin north to the alley north of Franklin
- Franklin Street from East 3rd Street to W 2nd Street
- Alley from Main Street to East 1st Street between Franklin and Washington Streets
- Alley from Main Street to East 1st Street between Franklin and Liberty Streets
- Alley from East 1st to East 2nd Streets between Franklin and Liberty Streets
- West 2nd Street from Liberty Street north to Franklin Street
- Liberty Street from West 2nd to West 3rd

Streets closed permanently as staging area for parade during Tulip Time 2016

- Independence Street from East 3rd Street west to Main Street
- East 1st Street from Independence Street north to Union Street
- East 2nd Street from Independence Street north to Union Street

Streets temporarily closed during Tulip Time 2016 for parade or traffic congestion

- Main Street from University Street north to Liberty Street
- Washington Street from Main Street west to Broadway Street

Streets with controlled access during Tulip Time 2016 for the parade

- Washington Street from East 1st Street west to Main Street
- Washington Street from Broadway Street west to West 1st Street
- Main Street from Washington Street north to Columbus Street
- Broadway Street from Washington Street north to Columbus Street

All pertinent City Departments have reviewed this application and comments are attached. The appropriate fee and insurance certificate have been received, and approval is recommended.

ATTACHMENTS: Resolution, Map, Application, Department Comments

REPORT PREPARED BY: Administrative Accounts Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve permit and resolution.

1. b. Resolution No. 5675 entitled, "A RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "2016 TULIP TIME FESTIVAL". Councilmember Bokhoven moved to approve,

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

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

1. Tobacco Enforcement: Casey's General Store #2598. Councilmember Vander Beek moved to approve, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Vander Beek, Van Stryland, Schiebout, Peterson, De Jong, Bokhoven. NAYS: None. Motion carried.

SUBJECT: Tobacco Enforcement

DATE: April 5, 2016

BACKGROUND: The City of Pella and the Iowa Alcoholic Beverages Division entered into an agreement in October 2015 requiring the City of Pella to conduct covert compliance checks at each tobacco, alternative nicotine and vapor product retailer. As a result of the compliance checks in January 2016, one clerk of a Pella business was cited criminally for selling tobacco to persons under the legal age. The business, Casey's General Store #2598, was cited for a first offense.

The disposition of the criminal case was a paid fine. After the criminal case, civil prosecution is required by the Iowa Attorney General's Office. A Notice of Hearing, Hearing Complaint and Acknowledgement/Settlement Agreement was sent via certified mail to the business regarding the violation.

A representative from Casey's has signed the Acknowledgement/Settlement Agreement and has remitted the civil penalty of \$300 to the City of Pella in lieu of a public hearing. With Council approval, the Mayor will sign the Order Accepting Acknowledgement/Settlement Agreement-1st Violation.

ATTACHMENTS: Acknowledgement/Settlement Agreement-1st Violation Order Accepting Acknowledgement/Settlement Agreement-1st Violation

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

REPORT REVIEWED BY: CITY CLERK

CITY ADMINISTRATOR

RECOMMENDATION: Accept Acknowledgement/Settlement Agreement from Casey's General Store #2598.

H. RESOLUTIONS

1. Resolution No. 5676 entitled, "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". Councilmember Schiebout moved to approve, seconded by Councilmember Peterson. On roll call the vote was: AYES: Schiebout, Peterson, De Jong, Bokhoven, Vander Beek, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Resolution Adopting a Small Power Production and Cogeneration Policy

DATE: April 5, 2016

BACKGROUND: This resolution approves the City's Distributed Generation Workbook as the City's policy for customers who install renewable generation facilities that qualify under the Public Power Utilities Regulatory Policy Act of 1978 (PURPA). It is important to note, proposed Distributed Generation Workbook which was compiled by Missouri River Energy Services (MRES) and is intended to meet the requirements of (PURPA). Furthermore, the City Council discussed this issue during the March 15, 2016 Policy and Planning meeting.

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.

In summary, this policy is intended to meet federal regulations as well establish the policies and procedures for customers who wish to install renewable generation facilities for their home or business.

ATTACHMENTS: Resolution; Distributed Generation Workbook

REPORT PREPARED BY: Electric Distribution

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve Resolution.

2. Resolution No. 5677 entitled, "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, APPROVING PLANS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFORE IN CONNECTION WITH THE WEST SUBSTATION RING BUS IMPROVEMENTS FOR THE PELLA ELECTRIC DEPARTMENT." Councilmember Peterson moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Peterson, Schiebout, De Jong, Bokhoven, Vander Beek, Van Stryland. NAYS: None. Motion carried.

SUBJECT: Resolution Setting the Public Hearing Date, Authorizing the Taking of Bids and Authorizing the Bid Opening for the Construction of the West Substation Ring Bus Improvements.

DATE: April 5, 2016

BACKGROUND: This resolution sets the Public Hearing date as May 2, 2016 and authorizes the taking of bids for the construction of the West Substation Ring Bus Improvements.

The work consists of modification of a 69 kV substation, including concrete foundations, bus work, installation of steel structures, 69 kV switches, PT's, and 69 kV circuit breakers.

The Engineer's estimate for the construction is \$3,000,000.

Critical dates have been identified as:

April 21, 2016	Bid Opening at 1:30 p.m. at City Hall
May 2, 2016	Public Hearing at 7:00 p.m.
May 6, 2017	Substantial Completion

ATTACHMENTS: Resolution, Plans and Specifications on file at City Hall

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve resolution.

3. Resolution 5678 entitled, "RESOLUTION APPROVING CHANGE ORDER #1 WITH ERIKSEN CONSTRUCTION COMPANY." Councilmember Vander Beek moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Bokhoven, Van Stryland, Schiebout, Peterson. NAYS: None. Motion carried.

SUBJECT: Resolution Approving Change Order #1 with Eriksen Construction Co., Inc. Water Systems Improvements, Division 1: RO Water Treatment Plant

DATE: April 5, 2016

BACKGROUND:

On November 17, 2015, the City Council awarded a construction contract to Eriksen Construction Co., Inc. in the amount of \$8,655,000.00 for improvements to the City's water treatment plant and structural improvements to the City's clearwell. While constructing the improvements to the clearwell the contractor uncovered a tar like substance on the roof of the clearwell which will need to be removed. To remedy this issue Eriksen Construction Co., Inc. and the City's engineer Howard R. Green are requesting approval of Change Order #1, for the amount of \$86,598.81. It should be noted this change order will not extend the project's final completion date of July 28, 2017. Listed below is a summary of the requested change order:

<u>Item</u>	<u>Description of Change Order Request Item</u>	<u>Cost</u>	<u>Time</u>
1.	Revisions to clearwell roof design	\$0.00	None
2.	East Bank Filter influent pipes (credit)	-\$2,370.00	None
3.	Removal of clearwell tar from existing roof	\$88,968.81	None
Total Change Order Request:		<u>\$86,598.81</u>	0 Days

- 1. Revisions to roof design for the clearwell** - This change order does not include any adjustment to the contract price, however, it does include design change for the clearwell roof. These revisions include eliminating the controlled low-strength material (CLSM) as a light-weight material to build up the slope on the new cast-in-place concrete roof. In lieu of the CLSM product, a rigid insulation and polyethylene sheet shall be installed with two 4-inch concrete slabs. The epoxy injection for structural crack repair may be eliminated as part of this RFP as the bottom 4-inch slab will provide a completely sealed barrier above the existing concrete roof. Contractor shall provide two 3'x8' access hatches (one per clearwell cell) with manufactured access doors instead of cutting wider openings in the existing High Service Pump Accesses. Contractor shall provide temporary 12-inch PVC pipe to replace the capacity of the three existing 10-inch finished water lines.
- 2. Contract deduction of \$2,370 for the east bank filter influent pipes** - The plans called for the removal of the three 8-inch influent pipes to the east bank filters, which includes core drilling the existing wall sleeve, installation of new 8-inch pipe, installation of modular casing seal, and grouting the penetration flush with the existing vertical concrete face. Field observations indicate that the existing 8-inch influent wall sleeves are in good condition and can be reused. Eliminating the core drill, all new pipe sleeve, modular casing seal, and grout.
- 3. Addition of \$88,968.81 for removal of tar from the roof of the clearwell tar** - The plans identified that all existing loose tar/paper was to be removed from the clearwell in order to expose cracks in the clearwell roof for repair. This item will completely remove all existing asphaltic materials with a full sandblast prior to placement of the new clearwell roof system. Once the dirt was completely removed it was discovered that the tar paper had originally been sealed down with large quantities of tar. The Iowa Department of Natural Resources (IDNR) was consulted with this matter and highly recommended that the tar substance be completely removed to prevent any future contamination concerns.

Contract Summary

If Council approves Change Order #1 as recommended by staff, listed below is a contract summary:

Original Construction Contract	\$8,655,000.00
Change Order #1	<u>86,598.81</u>
Total Revised Construction Contract	<u>\$8,741,598.81</u>

Staff's Recommendation

The removal of the tar like substance from the roof of the City's clearwell is recommended by the IDNR. As a result, staff and the City's engineer Howard R. Green are recommending approval of Change Order #1.

ATTACHMENTS: Resolution, Change Order #1; Engineer's Recommendation; Change Order #1;

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve Change Order #1

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.) Councilmember Schiebout moved to remove Ordinance No. 906 from the table, seconded by Councilmember Vander Beek. On roll call the

vote was: AYES: Schiebout, Vander Beek, Van Stryland, Peterson, De Jong, Bokhoven. NAYS: None. The Mayor called for a motion and none was made. Ordinance No. 906 failed for a lack of a motion. The Highway 163 Bypass Signage item will be sent back to the Community Development Committee and Planning and Zoning Commission for further discussion.

SUBJECT: Ordinance Amending Zoning Regulations, 165.33 Sign Regulations by Amending the Provisions Pertaining to Highway 163 Bypass Signage
 DATE: April 5, 2016 (This item was tabled on February 16, 2016.)

BACKGROUND:

This ordinance was tabled during the February 16, 2016 City Council meeting to provide staff with an opportunity to seek additional input from both the Planning and Zoning Commission (P&Z) and the Community Development Committee (CDC). Recently staff did conduct a joint meeting with representatives of these two committees which was beneficial to all parties involved

During the Council meeting staff will be providing an update on the joint meeting with representatives of P&Z and CDC.

Listed below the staff memo as originally presented for this proposed ordinance.

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. 908 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 171 SCHEDULE OF RATES AND FEES." Councilmember Schiebout moved to table Ordinance No. 908, seconded by Councilmember Bokhoven. On roll call the vote was: AYES: Schiebout, Bokhoven, Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried. Staff was directed to provide more information on April 19, 2016.

SUBJECT: Amending Chapter 171 Schedule of Rates and Fees

DATE: April 5, 2016 (2nd Reading)

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	# 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	Peddler Permit							
	<u>Pella</u>	<u>Oskaloosa</u>	<u>Creston</u>	<u>Urbandale</u>	<u>Knoxville</u>	<u>Grinnell</u>	<u>W. Des Moines*</u>	
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.

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, 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 process 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.

3. Ordinance No. 909 entitled, "AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF PELLA, IOWA CHAPTER 69 PARKING REGULATIONS". Councilmember Vander Beek moved to place Ordinance No. 909 on its first reading, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong, Bokhoven, Van Stryland. NAYS: None. Motion carried.

SUBJECT: City of Pella Code of Ordinances 69 Parking Restrictions
 DATE: April 5, 2016
 BACKGROUND:

At the March 15th Policy and Planning meeting, Council discussed requests to change parking restrictions in the areas of the Central Business District. At the conclusion of the discussion Council directed staff to proceed with an ordinance amendment which would make the following changes to the City's parking ordinance:

700 Block of Washington

This proposed ordinance removes the three hour parking limitation from 9:00 a.m. to 6:00 p.m. except for Sundays and holidays 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. 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.

As background on this proposal, staff received a request from Dr. Allen's office to remove the three hour parking restriction for this area of the 700 block of Washington Street

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.

700 Block of Broadway

This proposed ordinance amendment removes 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 reason for this change is attributed to employees who work in the downtown area that arrive to work prior to 6:00 a.m.

ATTACHMENTS: Ordinance

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. 1956. Councilmember Schiebout moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Schiebout, Vander Beek, Van Stryland, Peterson, De Jong, Bokhoven. NAYS: None. Motion carried.

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

Comments were received and addressed.

L. CLOSED SESSION

1. At 8:15 p.m., Councilmember Vander Beek moved to enter into closed session pursuant to Iowa Code Chapter 21.5 1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation, seconded by Councilmember Bokhoven. On roll call the vote was: AYES: Vander Beek, Bokhoven, Van Stryland, Schiebout, Peterson, De Jong. NAYS: None. At 8:43 p.m., Councilmember Peterson moved to reconvene to regular session, seconded by Councilmember De Jong. On roll call the vote was: AYES: Peterson, De Jong, Bokhoven, Vander Beek, Van Stryland, Schiebout. NAYS: None. Motion carried. No action was taken regarding this closed session.

M. ADJOURNMENT

There being no further business claiming their attention, Councilmember Vander Beek moved to adjourn, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong, Bokhoven, Van Stryland. NAYS: None. Motion carried. Meeting adjourned at 8:44 p.m.

Policy and Planning Minutes
April 5, 2016

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

ABSENT: None

OTHERS: City Staff and Visitors

The Policy and Planning meeting began at 8:47 p.m. The only agenda item was concerning the proposed Amendment #1 to the City's power supply contract with Missouri River Energy Services (MRES) and the Western Minnesota Municipal Power Agency (WMPA). The reasons for the amendment are to address the significant changes that have occurred in the way power is contractually delivered from MRES to the City of Pella. Listed below is an overview of the key terms of the proposed amendment.

In the fall of 2015, the Western Area Power Administration (WAPA) joined the Southwest Power Pool (SPP), which is a Regional Transmission Organization (RTO). As a result, MRES is no longer able to deliver power and energy via a contractual path from WAPA to the City of Pella as identified in our current power supply contract. Rather, power resources are now contractually delivered via a financial transaction from the Midcontinent Independent System Operator (MISO), which is our RTO. Since power supply is no longer delivered via a contractual path, changes are necessary to our current power supply agreement to align with how power is contractually delivered to the City of Pella.

MRES is proposing an eleven year extension of our current power supply agreement. The proposed term is from January 1, 2017 to January 1, 2057. The reason for the extension is to accommodate the financing needs of our power supply provider. It is staff's understanding in order for MRES and WMPA to retain a strong credit rating, it is beneficial for them to have power supply contracts with their members with remaining terms between 25 to 40 years. In addition, long-term agreements also allow MRES the necessary security to plan for future generation needs for its members.

After discussion, staff was directed to proceed with bringing the proposed Amendment #1 to the City's power supply contract with MRES and WMPA for Council consideration at a future meeting.

The meeting adjourned at 8:57 p.m.

Respectfully Submitted,
Ronda Brown, City Clerk

C-2-b

Planning and Zoning Commission
Special Meeting
March 14, 2016

- 1) The meeting was called to order at 7:00 a.m.
- 2) Roll Call.
Present: Jim Danks, Cathy Haustein, David Landon, Robin Pfalzgraf, Bob Smith, Gary Van Vark, Ervin Van Wyk, Ann Visser.
Absent: Craig Agan, Mike Vander Molen, Teri Vos.
Others Present: Bruce Niedermeyer (RDG Planning & Design), Mike Lubberden, Mike Nardini, George Wesselhoft.
- 3) Site Plan for Central College. George Wesselhoft reviewed the staff report: Central College is proposing an addition to the south and west of the existing A. N. Kuyper Athletic Complex. The building will have a new south entrance extending toward Independence Street. The expansion to the west will take over an area currently used by a small pole structure used for hitting cages. This site is zoned INS Institutional. The site is targeted for Central College use in the Comprehensive Plan, Future Land Use map.

Bob Smith questioned in the write up staff included three pages of criteria for site plan review.

George Wesselhoft responded they were identified recently as something that the Commission should focus on more, historically the burden has been on staff and it has been the direction of the Commission to not bring anything forth unless it is 100% code compliant and they are now including this information as part of the Commission's review.

Mr. Smith stated the bulk of these things he has traditionally assumed that staff reviewed and they will have to see what staff is looking at.

Mr. Wesselhoft responded staff believes the site plan is in conformance with all these criteria and it is straightforward in that regard and is consistent with the Comprehensive Plan.

Mr. Smith added if the Commission has to make the findings, then they are committed to have deference and have the right to have a significant amount of trust in staff like he has for the last fifteen years he has served on the Commission; he added that some of these criteria are pretty subjective.

Mike Nardini responded that the criteria have traditionally been done by City staff however the City Code requires the Planning and Zoning Commission to consider these items in approving site plans. One of the criteria is that the site plans do conform to the City's Comprehensive Plan in addition there is the Table 165.36/37-1. From an administrative standpoint that review is done at the staff

level and if there are questions on the specific criteria in the table staff would be happy to answer them.

Cathy Haustein asked why in the Table sometimes there are one versus two "X" marks.

Mr. Wesselhoft responded that the Table includes both site plan and special use permit review and that is why there are two columns with "X" marks. There was discussion about the Table and how it is interpreted.

Mr. Smith questioned with respect to that we now need to find conformance to the Comprehensive Plan for a site plan.

Mr. Wesselhoft responded there is that language in the Code that requires consistency as far as zoning and the Comprehensive Plan and unless that section is changed by City Council that is something we have to do.

Mr. Nardini handed out the section of Code that pertains to site plans and this is what was reviewed and came up during the Casey's site plan development. These are the three findings; subparagraph three of 165.36 (3)(F) that the site plan conforms to both the Zoning Ordinance and the City's Comprehensive Plan. They have verified it with legal counsel and the City Attorney. From this point forward from a staff report they will see a recommendation from staff and we are trying to follow what the City Code spells out and this is not a new provision but when staff became aware of it they verified no conflict with State Code and it is somewhat of a new procedure.

Mr. Smith stated his recollection is that there are numerous inconsistencies between the current zoning map and the Comprehensive Plan; that would suggest they cannot approve a single site plan without resolving that inconsistency.

Mr. Nardini responded that the Comprehensive Plan needs to be discussed with approving site plans and where there are inconsistencies there needs to be action taken. For the special meeting later this month there will be a specific action item for amendment.

There was further discussion.

David Landon mentioned that one thing that the Comprehensive Plan does state is that on page 90 that the Plan is created through the public process therefore any official changes should be made through the public process. If we go back to the decision on Casey's, the decision was to approve contingent on change and to him that is getting the cart before the horse. He still thinks they are in the same situation; even though they have the meeting on the 30th unless the Comprehensive Plan goes through and the change is made they are getting the cart before the horse.

Mr. Smith stated that zoning ordinance has particular rules for notification to people within proximity.

Mr. Landon stated the whole City is invited and when this revision was done the people in this neighborhood participated in it and whereas he is not sure but his assumption would be that Casey's did not and the Comprehensive Plan did have the public influence reflected the desire of the neighborhood to have this area with future zoning use of residential and not commercial and it went through the due process of the development of the Comprehensive Plan; so it does go through that.

Mr. Smith mentioned that for every site plan that comes before them where there is an inconsistency between the zoning map and Comprehensive Plan that means they are going to have to tee up an entire City notification.

Ms. Hausteine asked whether there is anything wrong with that as the people of Pella have said quite clearly they really favor keeping the historic character of the downtown. What does it matter if things take longer as long as the public is happy with the decisions we make.

Mr. Smith stated he is not adverse to that but you will have a process change that is substantial.

Mr. Nardini responded that some of this will have to be worked out. The point is that site plans approved under City Code they required conformance with the Comprehensive Plan and they followed up and spent a considerable amount of time with legal counsel in reviewing State Code and case history that would possibly nullify City Code and they have not been able to find any provision under State Code. So where there are inconsistencies the process could take longer. The meeting on the 30th if the Planning and Zoning Commission would recommend approval on the Comprehensive Plan amendment to the City Council then the site plan would be presented with conditional approval as one option.

Mr. Landon stated the hiccup he has is that it goes on the pre-supposition that the City Council is going to approve the resolution. He added that he feels it should be done in two steps. He stated that is his personal opinion.

Mr. Nardini responded that the reason they talked about having the conditional approval was to expedite the development process.

Mr. Landon mentioned that is where the second choice of tabling last time should have been looked at.

Jim Danks questioned in the last fifteen years plans submitted and then change in the Comprehensive Plan. Has the Council approved the alterations?

Mr. Nardini responded where they have approved rezonings they have recommendations to amend the Comprehensive Plan at both the Planning and Zoning Commission and City Council.

There was further discussion.

Bob Smith questioned for the Central College site plan is the zoning institutional and the Comprehensive Plan has it as?

Mr. Wesselhoft responded Central College is identified as a specific use in the Comprehensive Plan Future Land Use Map. He explained further that there is a table in the Comprehensive Plan that has some cross references between the Comprehensive Plan use categories and the zoning districts.

David Landon made a motion to approve the site plan. Ann Visser seconded the motion. Upon vote, Landon, Visser, Haustein, Pfalzgraf, Smith, Van Vark, Van Wyk voted yes with Danks abstaining. Motion carried 7 to 0 with 1 abstention.

- 4) Other Business. George Wesselhoft mentioned the minutes of the February 22 meeting were emailed out after the packet went out and there are hard copies out but they are a lengthy set of minutes and the Commission could wait to approve at the March 28 regular meeting agenda until they have more time to review. Also, he mentioned that on May 19 there will be planning and zoning training.

Bob Smith stated that perhaps they can be prepared for example the Code provision that requires consistency and whether it is required by State law as the biggest issue he has as people have the right to understand how they can use their land; he thought the Comprehensive Plan was aspirational and forward looking and so as a result there will be inconsistencies; how do people live with understanding what they can do with their property in that level of uncertainty.

Mike Nardini stated staff made the determination that if a site plan cannot clearly identify conformance with the comprehensive plan than it probably deserves consideration by the Planning and Zoning Commission and City Council. Mike Nardini also stated the Comprehensive Plan is intended to be a living breathing document, which can change as development occurs.
There was further discussion.

- 5) Adjourn. The meeting adjourned at 7:40 a.m.

Respectfully submitted,
George Wesselhoft
Planning and Zoning Director

Planning and Zoning Commission
Regular Meeting
February 22, 2016

- 1) The meeting was called to order at 7:00 p.m.
- 2) New Member Welcome: George Wesselhoft introduced Robin Pfalzgraf, new member to the Planning and Zoning Commission.
- 3) Roll Call.
Present: Craig Agan, Jim Danks, Cathy Haustein, David Landon, Robin Pfalzgraf, Mike Vander Molen, Gary Van Vark, Ervin Van Wyk, Ann Visser, Teri Vos.
Absent: Bob Smith.

Others Present: Michael Robinson, Cornie Brouwer, Jody Mansueto, Jim Mansueto, Jill Reams-Widder, Mike Vander Wert, Dennis Vander Beek, Joyce Vander Beek, Doug Van Zee, Gina Dux, Darin Dux, Doug Kraft, Larry Peterson, Harold Van Stryland, Brad Uitermarkt, Mary Van Wyk, Renee Bastas, Kosta Bastas, Joanne Dyer, Amy Costello, Le Anne Krell, Elmer Roorda, Keith Hoksbergen, Elsie Van Stryland, Kathy Boot, Randy Boot, Dell Collins, Julie Collins, Joan Haman, Ken Haman, Diane Fynaardt, Mary Ann Emerick, Harlan Van Vark, Bobbie Van Vark, Case Vander Ree, Helen Vander Ree, Jim Mueller, Wally Pelds, Jay Garner, Darrell Dobernecker, Tony Bokhoven, Ronda Kermode, Dave Kermode, Kathy Kooyman, Kevin Gibson, Kris Andre, Shelley Bradfield, Dan Andre, Clint Weinberg, Jerry Byers, Mike Nardini, George Wesselhoft.

- 4) Approval of Minutes. The minutes of the January 25, 2016 regular meeting were approved as submitted.
- 5) Public Hearing on Rezoning Application by Keith Hoksbergen/Harley Van Wyk Estate to Rezone Property (Legal Description: Lots 31 and 32 in Timber Ridge Subdivision, a Survey and Subdivision of the N ½ of Section 20, Township 76 North, Range 18 West of the 5th P.M. together with an undivided 2/33rds interest in and to Lot A Street in Timber Ridge Subdivision, together with all easements and servient estates appurtenant thereto) from R1 Low Density Single Family Residential District to M1 Limited/Light Industrial District.

Written comments were received from Mary Ann Emerick (117 Timber Ridge Drive) and Randy & Kathy Boot (1032 198th Place) both of which were not in favor of the rezoning request. The letters were read into the minutes of the meeting (See attached).

Cornie Brouwer stated he owns property in Timber Ridge and not knowing any more than he does, what is going to happen there, unless they get more information, he is against the rezoning and the property is as you come into Timber Ridge and you drive right past it.

Bob Zylstra stated he is also an adjacent property owner and it seems like an odd place to put an industrial building as it is right in the middle of long stretch of light residential houses on both sides of the street and so he is opposed to it.

Eric Van Dusseldorp mentioned he is a Timber Ridge resident as well and he has questions based on what the rezoning would allow folks to do with that property as he understands there is a building and all the trees, and so let's say the applicant decides in a couple years he does not want to own the property anymore it goes to someone else what are they going to do with the property. Until that is clarified he would be against it.

Darren Dux stated he also lives in Timber Ridge Drive and what he has heard is that the industrial zoning would allow any type of industrial structure other than outside storage of industrial items and so in the interest of their neighborhood and the residential area completely surrounding this property he would be against the rezoning away from residential.

Diane Fynhardt commented she is also a resident of Timber Ridge and this property is right across the road from her house and that it is the corridor as you come into Timber Ridge and also her view of why she moved to Timber Ridge and she is opposed to it.

Keith Hoksbergen, applicant, mentioned what happened is that Harley Van Wyk passed away, they sold the house off and now they have an orphan piece of property and they are interested in leaving the property pretty much as is, they are not going industrial, and they would be okay with storage only. He added with the flood plain and where the trees are you would have to have an act of Congress to build there. It is an orphan and they have to call it something because it is no longer residence there, sold off. The kids are thinking of doing something with it as they are trying to settle the estate. There are concerns about industrial and noise and pollution and no they are not for that and they do not want site damage out there. He added that if he was one of the residents of Timber Ridge he agrees with what they are saying and the property is no longer residential and asking for leeway to do something with the property.

The public hearing was closed.

- 6) Rezoning Application by Keith Hoksbergen/Harley Van Wyk Estate to Rezone Property from R1 Low Density Single Family Residential District to M1 Limited/Light Industrial District.

Gary Van Vark stated the reason for the rezoning is because all storage according to the zoning regulations are required to be in the industrial zone and that is why the applicant is asking to go to industrial. So anytime there is storage they have no place other to rezone but industrial. He added that M1 industrial does even

allow outside storage. He stated the Commission has an issue too, a problem with that.

Ervin Van Wyk asked if there was a way they could make this M1 on the existing building with no further additions added on to it.

George Wesselhoft responded that one of the recommendations was to limit it to storage and that the Commission could limit it further to only the existing building.

David Landon questioned that any way you look at it this would be considered spot zoning would it not.

Mr. Wesselhoft responded that would be a concern.

Ervin Van Wyk questioned how is this building going to be zoned then with one lot with storage shed and asked if this was grandfathered in or how was it zoned to begin with.

Mr. Wesselhoft responded that the City zoning was established in 2003 as part of the extraterritorial zoning and staff checked with the County and in October of 1987 Mr. Van Wyk applied for a variance with Marion County for storage, boat repair and sales but it was denied and there is no record of either County or City permission to have the storage use there.

Teri Vos stated she has one question for clarity: this is storage for personal or commercial use.

Mr. Van Vark responded it could be anything, it is industrial; storage is storage.

Jim Danks mentioned the recommendations in the staff report including primary recommendation is to deny based on inconsistency with the Comprehensive Plan and based on spot zoning concern; alternative recommendation would be to recommend approval with direction to amend the Comprehensive Plan.

David Landon made a motion to deny the rezoning. Gary Van Vark seconded the motion. Upon vote, Landon, Van Vark, Agan, Danks, Haustein, Pfalzgraf, Vander Molen voted yes. Van Wyk, Visser, Vos voted no. Motion carried 7 to 3.

John Judisch, legal counsel for the City, clarified that his understanding is that if a no vote is passed in terms of not approving it then a reason would need to be given but the way the question was phrased it was a motion to deny so in this regard a yes vote is indicating that you do not want it to pass, so those voting yes would need to give a reason given the way the question was worded and approved. So he asked that those that voted yes they need to give their specific reason as to why they voted yes to deny the request.

Reasons lists for voting yes to deny:

Landon: inconsistent with the Comprehensive Plan and spot zoning

Van Vark: very same reasons

Agan: residential and spot zoning

Danks: same as above, residential and spot zoning, unclear application as to what the industrial would do

Haustein: inconsistent with Comprehensive Plan and citizens seems to not want it

Pfalzgraf: spot zoning concern, neighborhood concerns

Vander Molen: stated he is a little confused as he has never been asked to explain his vote so he does not know exactly what the reason is. He thinks the record adequately reflects yes on the motion to deny.

- 7) Site Plan for Vermeer Corporation (*Yellow Iron Academy Drive*). Vermeer Corporation is proposing 5,663 square feet of new hard surfacing improvements to the Yellow Iron Academy including a new second drive access. This site which is zoned CC Community Commercial is also targeted for Commercial use in the Comprehensive Plan, Future Land Use map. So the zoning and proposed site plan are consistent with the Plan.

Ann Visser made a motion to approve the site plan. Ervin Van Wyk seconded the motion. Upon vote, all voted yes. Motion carried 10 to 0.

- 8) Site Plan for Vermeer Corporation (*Plant 1 Parking*). Vermeer Corporation is proposing a new parking lot expansion area for Plant 1. The new parking area would be located to the north of the existing parking area and would include approximately 15,000 square feet. This site which is zoned M2 Heavy Industrial is also targeted for General Industrial use in the Comprehensive Plan, Future Land Use map. So there is consistency between the zoning and the site plan.

Ervin Van Wyk made a motion to approve the site plan. Cathy Haustein seconded the motion. Upon voted, all voted yes. Motion carried 10 to 0.

- 9) Site Plan for Casey's. George Wesselhoft reviewed the staff report: Casey's General Stores is proposing a 41' by 106' convenience store with gasoline sales on 1.17 acres of vacant property. The Zoning is CUC Mixed Use Urban Corridor with Design Review and Gateway Corridor Districts. As far as access, access points would include drive connections to Main Street and Union Street with sidewalk connection by way of Main Street sidewalk or trail. As far as parking, 35 parking spaces are proposed that include 23 spaces for the store and 12 unmarked spaces for the gas canopy area. As far as landscaping, there is a Type A solid screen consisting of fence that is proposed to the adjacent residential use. There is a Type C intermittent screen consistent of trees and tulip plantings proposed adjacent to the street right of ways. The Community Development Committee finalized the design permit approval at their February 17 meeting.

George Wesselhoft further added that as far as staff comments there was a traffic study done as part of this proposal and the City Engineer considered the traffic impacts: Key highlights from this traffic memo include:

- Traffic volume information was used from Iowa DOT 2014 counts as part of the estimated trip distribution.
- Based on the total number of drive-way trips during the most critical time periods (AM and PM hours), no improvements are recommended at either the Union Street or Main Street at the Casey's proposed accesses.
- The traffic study did take into account the closing of the three existing stores (two downtown stores and the Oskaloosa Street store).
- Casey's has revised their access location to meet the traffic engineer's recommendations concerning vehicle access.
- Traffic control will be installed per current Manual on Uniform Control Devices during construction including adjacent roadways and sidewalks/trails with note provided on the Site Plan.

Recommendation

Chapter 165.36 (3) (F) requires the Planning and Zoning Commission to make the following findings before approval of the site plan:

1. The proposed development is in accordance with the criteria established in Table 165.36/37-1. For the Commission's review, Table 165.36/37-1 is included in the packet.
2. Any modifications to the site plan are reasonable and the minimum necessary to minimize potential unfavorable effects.
3. The site plan conforms to the Zoning Ordinance and the Comprehensive Plan.

Staff believes the proposed site plan meets the criteria identified in items 1 and 2. In addition, the proposed site plan conforms to the City's zoning ordinance. However, criteria 3 requires the site plan to conform to the City's comprehensive plan. In this particular case, the Comprehensive Plan, specifically the Future Land Use Map, targets this site for low density residential. Therefore, staff does not believe the proposed site plan conforms to the City's comprehensive plan. As a result, staff is recommending the following alternatives:

1. Conditional approval of the site plan. This option would involve approving the site plan with the requirement that the City's comprehensive plan be amended so the proposed development is consistent with the City's Comprehensive Plan. If the Commission chooses this option, City staff would

not issue a building permit for the project until the comprehensive plan was amended so the development is in conformance with the Plan.

2. Table the proposed site plan until the Planning and Zoning Commission and the Pella City Council address amending the Comprehensive Plan.

Mr. Wesselhoft added to point out for the record that although this is not a public hearing the same as a rezoning there were seven known letters submitted including:

- 1) Jim Mansueto
- 2) Kosta and Renee Bastas
- 3) Rhonda Kermode
- 4) Doty Boat
- 5) Michael Robinson
- 6) Don Andre
- 7) Adam and Jacqueline Hale

None of the letters are recommending support of the proposal.

Jim Danks asked staff to give staff more detail about number 1 conditional approval of the site plan so the Comprehensive Plan is amended and what is that process.

Mr. Wesselhoft responded that the process to amend the Comprehensive Plan would include public hearings at the Planning and Zoning Commission and City Council as well as resolution approval by the City Council.

Mr. Danks stated that he knows a number of those in attendance are interested and that he asked that only the people that are adjacent to the property speak and they be limited to three minutes.

Mr. Danks asked staff to read the letters received into the minutes.

Mr. Danks clarified that this is not a public hearing and the discussion has to be particular to the site plan.

It was asked by someone in attendance if they can address the two different ways of moving forward from staff.

Mr. Danks responded yes.

Rhonda Kermode asked if they can address the Comprehensive Plan.

Mr. Danks responded the Comprehensive Plan is a guideline not cast in stone and is reviewed every seven years and if you go back and study the history of the

Comprehensive Plan there have been suggestions in that Comprehensive Plan that have been there since the first one i.e. Elm Street going west, it is still is not done. The role of the Comprehensive Plan is to allow us to look forward with the aid of RDG.

David Kermode stated he lives right behind the proposed site, this is a very contentious issue in this community and there are 1100 people signed a petition not to do this. His recommendation would be why get involved with that, simply ask not vote on it and send it back to the City Council and have them vet this so they can change the Comprehensive Plan. He does not think you want to incur the displeasure of over 1100 people.

Mr. Danks mentioned the petition for 1100 people spoke to a different site plan.

Joan Haman (707 Union Street) stated that she went out and collected the signatures on that petition and those people that signed that petition, their comments to them were was this is not the proper place for Casey's to build. They were upset due to it did not fit with what Pella was meant to be, our historical aspects of it, it did not look right in that place. She asked the Commission as a committee that they are representing us as a community and you have heard these comments and you are here to support us as a community and is asking that the Commission not allow Casey's to put this plan in our back yards, it doesn't fit in within our neighborhood. It is going to create a lot of noise, site, lighting, traffic issues; all different kinds of things that are going to prohibit them from selling their property. Ms. Haman added that she went across the street to the bank and asked them if their house could be sold and they said they would not give anyone wanting to buy their house a thirty year loan. The only way they would loan someone money for her house would be an ARM loan and it would be locally owned. She is asking to not allow Casey's to build in their back yard.

Renee Bastas mentioned she lives on Independence and they moved here 27 years ago because of the quaint, the character, the City of Pella and now she will have lights 24 hours 7 days a week, they will have noise and all the issues of safety and that plus if they depend on the College, they have students walking up and down and in the night their tear down their bricks and she has reported this to the Police. This is going to become worse because this is what's going to happen.

Ken Haman stated that one of the major deciders of this Comprehensive Plan was quality of life. With Casey's moving in the neighborhood that changes the quality of life and this is a big issue for the community it not only affects us as neighbors but it affects the whole town. We need to get as many eyes as possible on this and handle this so the decision is not just for one person but the majority of town.

Rhonda Kermode stated she lives behind the proposed Casey's property. She does not understand not looking to a recent Plan. One of the things she noticed in the City Code is about nuisances and the Casey's Store could very well be a

nuisance with the lights, noise and odor. Anything which makes it unpleasant or not good for you as a neighbor to live there which infringes on your rights to peacefully enjoy your property. Having invested in their property to make it a bed and breakfast, no matter how they dress up the outside it is still a gas station and she doesn't think this is a right place for it. Ms. Kermode added there are a lot of intelligent people in this room and surely we can sit down at the table and come up with a win-win for everyone rather than to instantly push this through and have something that you have to live with for the 20 years that it is there and then have to live with what we do with it after it is gone.

Lauri Nieboer (514 Broadway) stated that she agrees with everything that her neighbors have said. She stated she does not think the new site plan has really addressed the safety issues of children walking down to Union Street with the bus stop, library, pedestrian traffic on the bike path in front of where Casey's is going to be and on Main Street turning into Pizza Ranch. Aesthetically for the community and why people visit Pella is historically we have a beautiful community. One day she was working in the alley raking leaves and a couple came through from Ottumwa and they said they come here as often as they can they love the city it is so beautiful and asked what is going to happen with this property and she responded the proposal is a Casey's will be there and they responded why would they do that, that is going to ruin the look of your town.

Jim Danks responded that the City Engineers have studied both the foot traffic and automobile traffic, they have done projections and their recommendations are as George commented further. The things you bring up are very important as small kids crossing the street regardless of who is there is a danger and they understand that. The professionals have said as it's presented is adequate as it is.

Jim Mansueto stated he has done a lot of research looking at the Zoning Ordinance and wanted to point out areas where he feels this is in violation. Open paragraph 165.18 says the Gateway Corridor District is intended to provide special regulations to assure that new developments along the primary entry corridors into Pella, especially in and near the downtown, respect the existing community character and foster pedestrian-oriented design. He thinks it is a violation there. 165.18 (B) although it has been turned Casey's labels the front of the store as what faces Union Streets parking areas shall be located along the side or rear of buildings, although it has been turned all the parking is in front of the building. 165.24 1b 3, 4, 5 and 6 such use shall not unduly increase congestion in the streets or fire and safety. He referred to the Community Guide to Development Impact done by the University of Wisconsin and supported by the Institute of Transportation Engineers and they say a 1,300 square foot convenience store will add 845 average daily trips to a location so he questions the study.

Jim Danks asked if Mr. Mansueto is questioning the professional City Engineer.

Mr. Mansueto responded in the affirmative that he is and added this is considered a hyper or the largest size convenience store over 4,200 square feet. The last item he has is 165.24 supplemental use regulations number three shall not increase congestion or diminish or impair established property values for surrounding properties and such use shall be in accord with the intent use and spirit of this chapter and the Comprehensive City Plan. That coupled with 1,100 signatures should not only be enough for the Planning and Zoning Commission but also Casey's to pull this application.

Wally Pelds (Pelds Engineering Company) wanted to address any site plan questions and stated they have worked diligently with staff through numerous processes, including trying to get the Board of Adjustment to alter the orientation of their building and also have gone through CDC and addressed all their architectural characteristics and one member mentioned it looks like a small Pella castle, it is a unique one of kind store. They have a unique interest in being here, they have three stores that are extremely tired that need a new place to go and still serve the community on the square. They did a diligent search and have the real estate professional from Casey's in case there are questions about the site search, looking for zoning, going through the Comprehensive Plan. They also have numerous studies safety wise and other information. He would also ask the person that identified they could not get a loan get that in writing because he does not think that would be legal premise to deny a loan because you are next to a Casey's. They went through many iterations through the plan and have one point of contention where they are stating we are not in compliance with the Comprehensive Plan, that they do not meet the Future Land Use Plan. Mr. Pelds started to read from the Comprehensive Plan "where the Plan is designed to be a flexible document that can respond to conditions over the change of time" found on page 8. Then if you look on page 22 of the Comprehensive Plan in the middle paragraph it says "the future land use map should be interpreted generally and is not intended to provide specificity or rigidity of a zoning map or engineering document. The map should provide guidance for generalized land use locations and transitions. The boundary lines between land uses on the map are fuzzy lines meant to show approximate areas for transition rather than rigid boundaries. Minor variations in land use such as small civic uses on residential blocks are not reflected in the general map but may still be permitted per zoning regulations" so it defines itself as a general guide. If you look on the Future Land Use Map on page 24, this is the scale it prints at, and we are supposed to determine whether it is or isn't. It further goes on to identify that there is a little yellow spot in this block which shows future land use as low density residential which does not comply with the zoning that is in place on it. It also then goes on to show the lot they are working on as a multi-family which is not low density residential and further goes on to then describe a commercial corridor for growth for the City of Pella identified on page 49. If we are using that same metric letter D is the area which encompasses their property which is designated as commercial corridor identified for commercial development for the City of Pella. Typically and he has been doing this for many years, the Comprehensive Plan is used to help to decide

whether you are going to change the zoning, their zoning is in place and the site plan addresses everything to staff's and outside consultant's satisfaction to the traffic study, they have complied with all those items. He asked that a third option be added to either vote the site plan up or down and please clarify as to why you are voting up or down. That is it in a nutshell, if you would have any questions about the site plan or storm water.

Cathy Haustein asked if Mr. Pelds was one of the people at the Board of Adjustment meeting. She stated that the people were very clear that if they did not get their variance that they had no plan B and any plan they came forward with would be less safe and that came from their own people and so we need some type of assurance that this is a safe plan first of all. She added she is still not clear how this goes with the Comprehensive Plan. She would prefer low density residential as it says.

Mr. Pelds responded in the Plan itself it is just a future land use map and does not state this specific area.

Ms. Haustein mentioned it is nice dream to have low density residential in the Plan and would be better for her employer Central College.

The Plan also specifically identifies the Casey's on the square as being reused. That is what started this whole thing when they started looking at their locations on the square and closer to the university. The stores are tired, they looked at expanding but the space is not there. They looked at alternatives and this site has the zoning that is required.

Ms. Haustein commented that the zoning was residential before and it can be low density.

What he was pointing out was a specific plan done by RDG showed 48 apartment units on the location that is within the Comprehensive Plan. Again it is a guide. He stated he was not here at the Board of Adjustment but Leanne Krell was.

Ms. Haustein questioned the statement made at the Board of Adjustment meeting concerning that if they did not grant the first plan the alternative they did not have in place would be less safe.

Leanne Krell, Assistant General Counsel for Casey's, responded she did speak that, that when they presented the first plan that the first plan they believed to be the ideal plan, the plan that not only about the neighbors better but also provided better traffic flow for them. At that point that was the only plan they had on the table. When they were denied by the Board of Adjustment, the Chairman several times said they could just turn it this way and be in conformity with the setbacks. They took that to heart, went back turned the building, looked at it, the Engineers looked at it, City Engineers looked at, they have no concerns with regard to

safety, they have done the traffic studies, they have done the studies with regard to pedestrian traffic and the professionals that is what they do tell us it is a safe plan. It was an accurate statement that it would have been then preference for the Board of Adjustment to give us the variances and for them to build the store as first presented. They went back to the drawing board and this is Plan B and based on those comments they adjusted.

Rhonda Kermode stated she wanted to clarify when he was speaking about page 43 of the Comprehensive Plan when he was talking about the larger residential area, she went to one of the planning meetings they had in this building and talked with one of the consultants. As a neighborhood they have been hearing rumors about Casey's for a long time and mentioned this and the consultant said oh no that would not be the appropriate place to put a gas station. So they specifically drew up the plan on page 43 as an example of what would be better for that location. On page 43 they also show transition how you would transition and specifically what should go there. That is something that should be kept in mind.

Michael Robinson mentioned it is important to understand the whole Comprehensive Plan is based on Pella citizens and not necessarily someone who wants to come in here and do business. The experts said it would take six years to fill up Lake Red Rock and it took six days.

Leanne Krell stated she did want to point out that as Wally has indicated that the Comprehensive Plan is a guideline. If you look at the Comp Plan in detail and look at all of its parts it basically says and he pointed out the pages that corridor is supposed to be for commercial growth. It is zoned properly for commercial growth for a Casey's Store at this point. They have done extreme work on all the recommendations that staff has given, that CDC has asked them to do; it is a unique store. They have done everything within their power to make this not only an attractive building but a beautiful building that reflects the intent of the Dutch architecture. The Comprehensive Plan is intended as a guideline, zoning is the law; even if you look at the Comp Plan she would say they are in compliance with the spirit of the Comp Plan as it is part of that commercial corridor.

A citizen (name?) asked what is going to happen with the other three Casey's, are they going to remove the gas tanks? What happens if they become empty spaces?

Ms. Krell responded there already have been discussions as to what happens with those sites that are on the square. They have been approached by various people that are wanting to repurpose those and those discussions are continuing. The tanks by regulation are required to be out of the ground within a year. Generally they remove those as quickly as they can afterwards. They have no intent to keep them in the ground, no desire, no purpose to keep them in the ground after they have closed the store. So the two stores on the square and the third one on Oskaloosa once the new store is built those three stores will be closed, the tanks will be removed and those stores will be repurposed as quickly as they can.

Don Andre stated he has two questions: 1) do you live next to a convenience store and 2) why are you trying to push this down our throats when most of the people don't want it.

Jim Danks responded that he does not think those questions are pertinent to the site plan discussion.

Jody Mansueto commented that she did speak with the DNR and she understands that the tanks will be have to be removed but the DNR also stated that because of the age of the existing Casey's that will be shut down there will be contamination in the ground and that anything that goes there will likely not be able to have a basement because of the contamination in the ground. She added that she does not think that will be an issue where those are because those probably will not be homes but a site like this but please look at the Comprehensive Plan, the Comprehensive Plan is an overall plan. It protects communities and neighborhoods from people and businesses with self-interest. So please look at the Plan. There is a high water level in that area. Anyone that lives over there knows there is a stream that is very close to the surface over there and the gentleman at the DNR said that would not be a recommended site for anything like a gas station where you are putting tanks underground. There is going to have to be additional work done to keep tanks underground, they will either have to put in concrete pillars; where they are wanting to put the Casey's it is an issue. She sees it has advantages for Casey's but the only advantages for them in the community is cigarettes, gasoline and beer; otherwise she can get everything they are offering at Dollar General, and for having them there she sees no advantage.

Mike Robinson asked why the City spent \$85,000 of taxpayer money to design a very good Comprehensive Plan; it was done correctly with community input. So if you are going to start granting variances, what happens to the next person the next time; so to him it is a good Plan, it is a Plan agreed upon by many people, so if you are start going to grant variances why have a Plan. He understands it is the future, this is the future. That land over there should not be the location of a convenience store. He added that he grew up in Knoxville and Marion County and those old homes were there for a long time and in 2001 he is a little bit confused, there were houses there so it should have been zoned residential.

Ann Visser asked about the change in 2001 and does anyone remember why that was, in 2001 there was a change in zoning.

George Wesselhoft responded that in 2001 there was a global zoning ordinance update that included both the zoning code and the map and the districts changed all over the jurisdiction both including the CUC District as well as other districts. For example, there was a new Institutional District created whereas before there was not and it was a global update that affected not just this property but City-wide.

David Landon mentioned that he has one comment as he looks at the package it looks to him like there are only two recommendations or two options that were given, any other site plan they are given they typically can approve it, approve it with changes or deny it. In the packet, it does not look like those same options are being given to them and he is curious as to why that is.

Mr. Wesselhoft responded in this case they were looking at that section that came up during the additional legal review that came up under 165.36 but if the question is could there be a motion to denial he would turn that over to legal counsel.

John Judisch, legal counsel for the City, stated the board could move to approve it, could move to approve it with conditions or could move deny it. All three of those are on the table for the board to decide.

Ms. Haustein questioned why they voted no for the rezoning request based on the Comprehensive Plan and now they might vote differently.

Mike Vander Molen stated to him do you comply with the current zoning the question there was a change for rezoning, this is not a change for zoning; the property owner submitted a site plan for a use that complies with the zoning ordinance. If the zoning ordinance and Comprehensive Plan contrast, the zoning ordinance has to govern otherwise the zoning ordinance is meaningless. He sees those as being very different situations.

Gary Van Vark made a motion for conditional approval of the site plan subject to the fact that the City staff would not be able to issue a building permit until the issues with the Comprehensive Plan are either resolved or amended.

Mike Vander Molen seconded the motion.

David Landon asked for clarification on the motion.

Mr. Van Vark responded that part of that comes up in regards to if is a valid point or not, let legal determine what they dug up is proper or not and enforced and then everything is set to go as is.

Mr. Judisch added that Casey's made a request for the board to either just approve it or deny it and not approve it with condition. As he understands it there is a concern that you might have different people look at it and have a different interpretation and we have a little of that tonight with the Comprehensive Plan and whether it is a guide or vague or a stricter document. Unfortunately their firm holds the opinion that it is more of a plan more of a guide but the City also obtained a second legal opinion that indicates it is stricter, so the holdup then is we have a Comprehensive Plan that identifies this area differently than is what is

being requested so City staff is recommending approval if the Comprehensive Plan were changed. Casey's has presented their argument as to why it should not be a hindrance, so some difference of opinion. So the suggestion of City staff is approve with condition to see if the City Council would then vote to amend the Comprehensive Plan. Mr. Judisch asked Casey's legal counsel to confirm whether it is Casey's request for purely an up or down vote rather than a vote with condition.

Ms. Krell responded that it is their preference that the vote be a clear up or down vote and not an approval with condition simply because they have had several different legal opinions back and forth and believes the document speaks for itself, it says it is a guideline. It says several times in there it is a guideline. Although the City has obtained opinion that says it is guideline and one that says it is more stringent there is no opinion that says it should be viewed superior to an ordinance. They would ask that it is voted up or down so they know what to do at this point, so that there is not an anomaly in the future as they are under a limited time contract and there is no guarantee that the City will move forward with any amendments or changes and the reason they are asking for the up or down vote is because of the ambiguities they have been discussing and so let us make this clear and that would be their request.

Mr. Van Vark asked why should this condition consume much time.

Mike Nardini, City Administrator, responded that their recommendation came from the City Code, 165.36(3)(F) that requires site plans in conformance with the City's Comprehensive Plan and Zoning Ordinance and they thought this was the safest way to go under the City Code, address the Comprehensive Plan by both Planning and Zoning Commission and City Council. If that is the way the Commission votes tonight they would move expediently in this matter and as quickly as possible in addressing the City's Comprehensive Plan.

There was further discussion about the motion and options. George Wesselhoft clarified with the Commission that the motion is conditional approval of the site plan per no. 1 in the staff report to which the Chairman responded in the affirmative.

Upon vote, Van Vark, Vander Molen, Agan, Danks voted yes. Haustein, Landon, Pfalzgraf, Van Wyk, Visser and Vos voted no. Motion failed by vote of 4 to 6.

Reasons listed for voting no:

Haustein: No one wants it, does not understand why the zoning and Comprehensive Plan do not coordinate

Landon: Opposition, does not comply with the Comprehensive Plan

Pflazgraf: If the neighbors don't want it we should take strong consideration in that

Van Wyk: Because of the Comprehensive Plan

Visser: Because of obvious opposition, and somebody mentioned working together to come up with a solution

Vos: All the reasons listed above.

- 10) Other Business. George Wesselhoft mentioned some items including the recent bypass sign ordinance that was denied by the Planning and Zoning Commission, that ordinance was tabled at City Council in the interest to facilitate discussion with the CDC and P&Z because they had the unusual situation of a split vote where CDC unanimously approved it while P&Z unanimously denied it, which is a very rare situation. He stated there would be a joint meeting in the near future on that to discuss that further. Also he mentioned also there is an Ad Hoc Gateway Corridor Committee that is looking specifically at single and two family residential construction in the gateway corridors of Main Street and Washington Street with new representation including Ann Visser from the Commission. One of their recommendations could be code changes for construction that could come before the Commission as an amendment. Also, Mr. Wesselhoft added that at the March 28 meeting the Historic Preservation Commission recommended framework ordinance will be another upcoming item.

Teri Vos asked concerning item no. 5 if the members that voted no could say why they voted no to the motion.

John Judisch, legal counsel for the City, responded that the way the question was phrased a yes resulted in it not passing, in essence a yes was voting against.

Ann Visser mentioned they were not in favor of the entire expansion but the idea was presented that it could be done with the stipulation that it just be for the one building that is currently there.

Cathy Haustein stated she did not vote for it because she did not understand why it was not grandfathered in already.

Mike Vander Molen questioned on the last matter there was a motion that died why is there not more motions as at no point did they deny the site plan?

John Judisch responded at this point it didn't pass and the vote was taken.

Mr. Vander Molen stated they did not vote down the site plan. Does it have to be approved or denied?

Mr. Judisch responded that the motion was made to approve that failed, that in essence takes care of it; because you have a motion to approve that failed.

Mr. Landon stated they still have conflict between current zoning and the Comprehensive Plan and is there a mechanism to modify the current zoning to be in agreement with the Comprehensive Plan?

Mr. Vander Molen stated rezonings are usually voluntary by the parcel, that is how these things take years to change and when they get a rezoning request you look at the Comprehensive Plan, when you get a use that complies with the Zoning Ordinance rarely do you have to look at the Comprehensive Plan because you have everything you need. Zoning Ordinance tells you what is in effect today and the Comprehensive Plan tells you where you might want to go. This was a site plan that complied with the current ordinance, this was not a rezoning change. Is that right George, is that is how we have made those two jive?

George Wesselhoft responded that it is true there has been a greater emphasis with respect to rezonings as with the first case this evening but in light of the legal review it something that needs to be addressed in some fashion.

Mr. Vander Molen questioned are rezonings ever done without the request of the property owner.

Mr. Wesselhoft responded specifically for rezonings there are two options: City initiated rezoning or property owner themselves making the petition, there is not another option.

Mr. Judisch added that in this particular case you have Pella City Ordinance 165.04 and that is the concern that the site plan has to conformity to the Comprehensive Plan which in this case it does not. Now Casey's have a different perspective, and there is another perspective from another attorney that is more inclined that the Comprehensive Plan is more strict.

Mr. Landon stated his life with standards and codes is that you can have a guidelines but if that guideline is invoked by law then it becomes law.

Mr. Judisch responded he is not so sure he would agree, if you adopt codes such as building codes you then incorporate into the City ordinance. In this case, our view of the Comprehensive Plan is it is more a guide where things may or may not go in the future not set in stone but with your own City ordinance you have a Statute that states in order to approve the site plan it must be consistent with the Comprehensive Plan. Therefore it is their view in order to remedy that the City Council if they so choose would then have to modify the Comprehensive Plan to fit the site plan that was recommended by City staff.

Mr. Landon stated it could be the other way around, the City could modify the current zoning to agree with the Comprehensive Plan and that option really was not given in the options.

Mr. Judisch stated the purpose of tonight was to look at the site plan and see if the Board wanted to approve it and the site plan obviously was presented by Casey's because they are wanting it to go in, and that by changing the zoning to fit the Comprehensive Plan it would probably prevent Casey's from doing it, you are not going to be given another option that is the reverse when either voting yes or no would address the issue.

Mr. Wesselhoft further reviewed for the meeting on the 28th there will be the recommendation from the Historic Preservation Commission which will be a framework regulatory ordinance, also a site plan application from Marc Vande Noord for a multi-family development proposed at the intersection of E. 8th Street and Vermeer Road which is targeted for Preserve even though the zoning is R3 and has been for years. Also another Comprehensive Plan amendment as follow up to the Missouri River Energy Services. In both cases the properties are targeted for Preserve. There may be others as there is still time for applicants to submit applications.

11) The meeting was adjourned at 8:30 p.m.

Respectfully submitted,
George Wesselhoft
Planning and Zoning Director

George Wesselhoft

From: Cathy Haustein <hausteinc@gmail.com>
Sent: Monday, February 22, 2016 11:02 AM
To: George Wesselhoft
Subject: Fwd: P&Z: Zone change for property next to Timber Ridge

I am forwarding this message to you with the sender's permission. Cathy Haustein

----- Forwarded message -----

From: Mary Ann Emerick <emerick45@gmail.com>
Date: Mon, Feb 22, 2016 at 9:45 AM
Subject: P&Z: Zone change for property next to Timber Ridge
To: Cathy Haustein <hausteinc@gmail.com>

Cathy,

Just want to let you know that I am not in favor of the rezoning request for the property that is adjacent to Timber Ridge. The property was formerly owned by Harley VanWyk and was used as storage for his boats and materials as it related to the business he operated on Idaho Drive. It is my understanding that they (new owners or heirs) want do storage rentals.

When Mr. VanWyk originally purchased the property he requested to put his boat business at property adjacent to Timber Ridge. At that time the city declined his request because of the residents.

The property has residential homes in three directions and the fourth is Corps property. I worry about how the property could be expanded with additional buildings and what that means when it is sold to the next person.

The rezoning does not limit the owner to storage/rental sheds and would allow for other light manufacturing. I don't believe this change would be in the best interest of the residential property owners in our area.

Thanks,
Mary Ann Emerick
117 Timber Ridge Dr.
Pella, IA

February 22, 2016

Re: Rezoning

Dear Planning and Zoning Commission:

This letter is in regards to the rezoning request by Keith Hoksbergen/Harley Van Wyk Estate.

While we are not opposed to this property/building being used as a storage unit, we are opposed to this rezoning to Limited/Light Industrial District. Harley used the building for storage and it wasn't a problem. Once it is rezoned it could change from storage to Industrial business and we do not care to have that across the road from our home. Keith already does noxious burnings, has things parked outside, we have the Steve Ross dump next door and don't want to see any more negative changes to our neighborhood.

Thank you for allowing us to have input into this change.

Randy & Kathy Boot

Randy and Kathy Boot
1032 198th Place
Pella, IA 50219

Dear Mayor, City Council Members, and City Staff,

I was astounded to hear that Casey's is moving forward with a plan to build a mega gas station in the 500 block of Main Street. Despite a petition signed by over 1100 Pella residents who oppose the development, city council members are saying there is *"nothing that can be done."* Is this the type of development we want in the center of Pella? This mega station will reside across from the Public Library, kitty corner from the Community Center, front the Volksweg bicycle/walking trail, and be within a few hundred feet of the restored fire station and fire and ambulance dispatch points.

I feel for the homeowners living near the proposed mega station. The resale value of their properties will definitely take a hit. Many of these homes are among the most historic in Pella. I assume in the future these homes will become rental properties affecting not only their values, but their appearance and eventually their existence.

I understand Casey's intends to close three stations currently operating in town after the mega station is open. In other communities, Casey's imposes a 15 year non-compete clause against the sale of food or gasoline from these former locations. In many instances, these locations sit idle and boarded up with tanks in the ground creating eyesores that also serve as barriers to competition. Currently, thirteen such parcels are listed for sale on Casey's website. Their proposed Pella project would add three more to the list.

The traffic from three Casey's locations will now funnel to a single site. Has a traffic study been conducted and published stating the effect of this development on public safety and our ambulance and fire protection services?

Two years ago, our City council spent thousands of dollars developing a comprehensive city plan executed by a well-respected Des Moines architectural firm. The plan calls for residential development in the area of the proposed Casey's site due to its pedestrian-friendly location. Despite the money spent on the comprehensive plan in 2014, Pella's zoning ordinances have not been changed since 2001. Why does this plan not serve as a blueprint for future development? Why doesn't our current zoning align with the plan to protect our unique community and its neighborhoods from misguided development?

Once built, the fabric of central Pella will be changed forever. I encourage city officials to table this current location and work with Casey's to find a more appropriate location for their new convenience store.

Sincerely,

Jim Mansueto
1304 Main Street

George Wesselhoft

From: Renee <patragreek@yahoo.com>
Sent: Saturday, February 20, 2016 3:46 PM
To: George Wesselhoft
Subject: Concerned neighbors

Hi Mr.George,
Our names are Kosta and Renee Bastas and we reside at 706 Independence St.
Our concerns about Casey's General store are many as voiced at previous meetings. But as I read through the purpose of the CDC it stated clearly "to preserve and promote the unique charm, atmosphere, quaint and Romantic character, natural beauty and historical aspects of Pella Business District."
How do the pumps add beauty or romantic character? The other Casey's were hidden among beauty, romantic character and historical buildings built by the founding Fathers and Mother's of Pella.
Also why will our properties go down in value on this end of town and not at the other end of town where the present Casey's are located?
Please direct our letter to the proper people. .

Very concerned and upset neighbors,

Kosta and Renee Bastas

Sent on the new Sprint Network from my Samsung Galaxy S@4

George Wesselhoft and members of the Planning and Zoning Commission

After having gone door to door to collect signatures for the petition to deny the variances that Casey's was requesting, I can tell you that many of the people I talked to opposed the proposed site for Casey's for many reasons. Many of these reasons can be related to the Comprehensive Plan.

- My neighbors and I opposed Casey's because it would devalue our properties. One of the homes in our neighborhood is on the Spieler wagon tours at Tulip Time. The Comprehensive Plan (page 43) shows the plan the consultants felt would be best for the empty lots on Main Street. I specifically discussed our neighborhood's concern with the possibility of a gas station on these lots. Their response was that this would be a poor choice for a gas station. They drew up a plan and showed it to Mr. Vander Beek as well. In the plan they note their recommendations and explain how their diagram demonstrates the important principles of infill development.
- A large number of people opposed the Casey's in this location because of its proximity to the library. They were concerned about the safety of their children and grandchildren as they walked or rode bike to the library. One woman was so concerned, she contacted me and asked for a petition to bring to a Mom's group of which she was a member. The Comprehensive Plan discusses a pedestrian and bicycle friendly downtown. It shows plans for bike trails and specifically shows a Bike Tourism trail (page 51) that goes around the block where a Casey's is being considered. This bike trail makes use of CURRENT bike trails (located right in front of the proposed Casey's) and suggests a combination of off street and on street paths to complete a tourism loop. This is being done in many other communities I have visited and is very popular. It would give tourists something else to do while they were in town and perhaps they would stay longer.
- Many people simply opposed another Casey's. When I explained that the other three Casey's would be closed, they still did not like the idea of another Casey's. They feel that Casey's is becoming a monopoly and they don't like that. This also brought concerns of what would go into the three Casey's that would be closed. Given the number of non-compete requirements that come with the purchase of an old Casey's store, I could not give them an answer of what might go into one of those locations. I noticed that the Comprehensive Plan suggested closing the gas station by the Scholte House but did not mention the need to close the gas station on the NE corner of the square.
- Many people are under the impression that Casey's would donate the gas station on the NW corner of the square to the Historic Society. When I spoke to Casey's attorney, she said there were people who were interested in those two stores but made no mention that they might donate the store.
- Some people are concerned about the "underground stream" in this location and the environmental problems that this may present. They are also concerned about rainwater run off from the amount of concrete that will be placed on this lot. Main Street already fills with water in this location during heavy rains. I realize they will need to have a retention system but during a heavy rain surely some of the water will run off into the street. In addition, there are residents who live by a creek further north who see the results of a sewer system that is inadequate already. During heavy rains the manhole covers are pushed up by water and tampons, condoms and toilet paper end up in their yard. They are concerned about continuing development without addressing this problem. I am sure this is no surprise as the Comprehensive Plan mentions that the city is aware that the sewer systems will be needing updating or repair in the future.
- Many residents are concerned about the ability of emergency services vehicles being able to be quickly dispatched due to increased traffic from Casey's.
- People are concerned about children walking to the bus stop by the community center.

- Many people believe that Casey's only wants to build here so that they are conveniently located for the college students to buy beer.
- There is concern with increased traffic and the lack of infrastructure to handle this traffic. There is really no room to widen Main Street in this location. Because of the bank, credit union, Pizza Ranch, and Mexican restaurant, one resident in our neighborhood has waited 12 minutes before she has been able to walk across the street. There is already a concern with traffic right now, imagine what that will look like after the addition of Casey's.
- I have heard from a city employee and a few councilmen that the stores on the square are dangerous because there is just too much traffic congestion. When we expressed concerns about the increased traffic by their proposed site on Main Street, both the city employee and the Casey's attorney felt we would not notice any difference in traffic at all. If putting a Casey's in somewhere does not change the traffic patterns then one would have to assume that taking one out on the square would not alleviate the congestion there either. Does this really make sense?
- I understand that the city does not want any gas stations in the Central Business District. I've also heard that we need to expand the "downtown" somewhere and if not here then where? I have no problem with Central Business District expanding down Main Street. However, if that is the direction you wish to expand and you have already decided you don't want gas stations in that district, why would that be the first thing you build?

We ask that you strongly consider the Comprehensive Plan when making your decision whether to allow Casey's to build on Main Street across from Pizza Ranch. The taxpayers spent \$85,000 on a plan that would help determine the future development of Pella. I realize that development means growth, but unplanned development equals chaos. Surely we can work together to find a better solution.

I know this was unbearably long, but I thank you for taking the time to read it.

Respectfully,

Rhonda Kermode

To the Planning & zoning committee:

The city spent a lot of money on a plan for the candidates like Bill of Carter Main Street is one. Why do a survey and then ignore their suggestions?

Now you are concerned about houses being built on the blading the corners that don't fit the area. I think you should stop the blading about Main Street and the location where Casco wants to build. It does not fit the area.

There is already a lot of shops in there and a gas station will cause them more competition. Quite frankly it is an obvious mistake to happen next the lake park, fire department and ambulance services located in that area. The library is family friendly with trees and a walkway, and a lot of children.

With the large turnout and the petitions signed at the previous committee meeting it is obvious that the citizens of Biller are not behind the Main St location for Casco. I think one of the reasons Casco

wants that location is because they will be close to the shops with all their food and beer. If so it was a bad one.

I think they should look at other locations, probably on Daleswood Street

Henry Ross

From: Michael [<mailto:michaelrobinson@iowatelecom.net>]
Sent: Sunday, February 21, 2016 9:58 PM
To: Michael <michaelrobinson@iowatelecom.net>
Subject: CASEY'S INTENT TO BUILD IN THE 500 BLOCK OF MAIN ST
Importance: High

Dear Mayor, City Council Members, City Staff, & Commission Members

It appears that it is business as usual in Pella as Casey's is moving forward with a plan to build a new gas station in the 500 block of Main Street. This is occurring despite a petition signed by over 1,100 Pella residents who oppose the development, city council members are saying there is "*nothing that can be done.*" That is incorrect since the city council has had sufficient time to begin integrating the Pella Comprehensive Plan into city codes. In fact the council has had one year to get the ball rolling which would have resulted in the properties in the 500 block be rezoned to low density residential as the Comprehensive Plan recommends.

Two years ago, our City council spent \$85,000 developing a comprehensive city plan executed by the well-respected RDG Planning and Design, a Des Moines architectural firm. The plan calls for residential development in the area of the proposed Casey's site due to its pedestrian-friendly location. Despite the money spent on the comprehensive plan in 2014, Pella's zoning ordinances have not been changed since 2001. Why does this plan not serve as a blueprint for future development? Why doesn't our current zoning align with the plan to protect our unique community and its neighborhoods from misguided development?

Reality is that on the west side of Main Street in the 500 block should have never been rezoned in 2001 as mixed use. There were six houses located in that section of Main Street at that point in time. Those homes had been there for a long time. Reasonable people looking at the situation in 2001 could have expected the Planning and Zoning Commission to establish this section of land on Main Street as Low Density Residential. If that had occurred the controversy surrounding the possible relocation of Casey's to the 500 block of Main Street would not be occurring. Reality is the Planning and Zoning Commission dropped the ball in 2001. It appears the same commission is about to drop the ball soon since it appears at least some members of the Planning and Zoning Commission are unaware the Comprehensive Plan recommends that this land be rezoned to Low Density Residential. Furthermore it is interesting how quickly the Planning and Zoning Commission can move when it involves business and industry. During the Planning and Zoning Commission meeting on 22 February 2016, the commission will review two separate requests to rezone land from Low Density Single Family Residential to M1 Limited/Light Industrial.

If Casey's is allowed to construct a new facility in the 500 block of Main Street the following will become reality.

1. Casey's will reside across from the Public Library and be kitty corner from the Community Center.
2. Casey's will front the Volksweg bicycle/walking trail.

3. Casey's be within a few hundred feet of the restored fire station and fire and ambulance dispatch points.
4. Casey's will be adjacent to historical properties of which at least two are on the National Historical Register.

The relocation of Casey's to the 500 block of Main Street has the potential to provide a series of excellent examples of the law of unintended consequences that may occur including.

- 1) Increases in vehicular traffic on Main Street due to the closing of three other Casey's stores in Pella.
- 2) The traffic from three Casey's locations will now funnel to a single site. Has a traffic study been conducted and published stating the effect of this development on public safety and our ambulance and fire protection services?
- 3) Increases in vehicular traffic on streets in close proximity to Main Street. Study after study across the country show that when traffic increases and becomes congested on one highway or street, the result is that drivers find alternative routes in order to avoid the heavy traffic and traffic congestion.
- 4) Increase in the propensity for accidents involving pedestrians, bicyclists, and other vehicles to occur due to the increase in vehicular traffic on Main Street.
- 5) With increases in vehicular traffic at this location more than likely the Pella taxpayers will have to cover the cost of stop lights at Union and Main Streets.
- 6) Environmental degradation of the surrounding neighborhoods which includes bright lights at the proposed Casey's location that can result in an increase in sleep related disorders. There is no way of escaping the fact there will be an increase in noise pollution.
- 7) Increased water runoff from the potential Casey's site in the 500 block of Main St. Impervious surfaces and urbanization affect water runoff characteristics. Runoff from an acre of pavement is about 10–20 times greater than the runoff from an acre of grass. Water running off these impervious surfaces tends to pick up gasoline, motor oil, heavy metals, trash and other pollutants from roadways and parking lots, as well as fertilizers and pesticides from lawns.
- 8) Resale value of residential properties located in close proximity will more than likely become a reality. A member of the Pella Board of Adjustment stated during the meeting in December 2015, lower property values probably will be a result.
- 9) Lower residential property values in the neighborhoods located in close proximity to the proposed Casey's in the 500 block of Main Street will result in a reduction of property tax revenue to the city and school district.

Casey's intends to close three stations currently operating in town after the mega station is open. In other communities, Casey's imposes a 15 year non-compete clause against the sale of food or gasoline from these former locations. In many instances, these locations sit idle and boarded up with tanks in the ground creating eyesores that also serve as barriers to competition. Currently, thirteen such parcels are listed for sale on Casey's website. Their proposed Pella project would add three more to the list.

The Casey's properties in Pella that will be closed have gasoline underground storage tanks (UST). There is no federal or state of Iowa law requiring the seller of such property to remove underground storage tanks unless they are on a site that is on the Iowa Hazardous Waste Registry. There is no State of Iowa law or prohibition against the sale of property that is contaminated from USTs unless the site is on the Iowa Hazardous Waste Registry.

Based on realities noted above another set of unintended consequences has the potential to develop.

- 1) Will Casey's pay for the removal of USTs at the three locations they intend to shutter in Pella? No one can sell gasoline if properties are purchased from Casey's, so why would anyone purchase the properties with USTs existing?
- 2) What happens if the existing USTs have been leaking and there is ground contamination on the sites or neighboring properties?
- 3) Will Casey's also remove the existing canopies and pump islands once the properties in question have been vacated?

The Pella City Council can take action and impose a moratorium on all commercial and residential construction in the Gateway Corridor to insure that new construction is in compliance with the Pella Comprehensive Plan that has cost the Pella taxpayers \$85,000. Currently the city council has implemented a moratorium on residential construction in the Gateway Corridor. This will give time for a committee to recommend possible design standards for residential properties. If a moratorium were enacted regarding commercial construction in the Gateway Corridor, then the Planning and Zoning Commission would have time to change the zoning of the property in the 500 block of Main Street so it aligns with the Comprehensive plan.

In closing the Pella City Council can take action regarding the potential construction of a Casey's convenience store in the 500 block of Main Street. This should be done in light of the fact the Board of Adjustment received a petition signed by 1,100 Pella Citizens stating they were opposed to the location of a Casey's in the aforementioned location. Furthermore it is prudent to consider the long term impact that a new Casey's will have on not only the neighborhoods located in close proximity to the site, but all of Pella.

Regards,

Michael Robinson
USAF Veteran
513 Broadway
Pella, Iowa 50219

Dear Mayor, Council Members, and City Staff

My name is Don Andre, my wife and I live on the corner of West 1st and Union. We have lived on the same block since 1976. I grew up in New Jersey in the 50s & 60's, the town was much like Pella then, however, over the last 40-50 years unregulated growth led to a myriad of problems and diminished the quality of life due to poor planning. My concern is that those mistakes are not repeated here in Pella.

Our concerns are as follows:

- Environmental Impact
- Noise pollution
- Light pollution
- Air pollution
- Storm water run off
- Quality of life for area residents
- Property value of adjacent home owners
- Increase traffic problems on corner of Main and Union
- Slow destruction of the character of neighborhood
- No plan presented for the stores which could be abandoned, which could lead to vacant, boarded up buildings. Ex: Monroe, Prairie City, Pleasantville, Colo.

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. Over the years, Pella has worked very hard to maintain certain qualities and standards for buildings and development. These maintain and augment our historic fabric and uphold standards that maintain a high design aesthetic. These standards and guidelines make for a livable and enjoyable community that is rich and family-friendly-it also helps to make it a place people want to visit and move to. Having such a large convenience store, in a residential neighbor runs counter to all the past hard work and goals of our community. Additionally, such a building will cause undue hardship to adjacent homeowners and create traffic flow problems and safety concerns with the Volksweg path on the entrance of Main Street. This folly will start the slow destruction of the character of our neighborhood.

Sincerely,



Don Andre

To Whom it May Concern

We are writing you today in regards to the proposed Casey's location on Main Street. We have already written one letter fully explaining the details of why we are against this action. The purpose of our letter today is to summarize and reinforce what we have already stated.

We feel that adding this location does not line up with Pella's Comprehensive Plan (specifically pages 24, 29-30, and 43).

It is our observation that buildings like the ones that would be consolidated into this location often sit empty for several years due to non-compete clauses. This would be an eyesore for our community and also does not comply with Pella's Comprehensive Plan (Best Use of Properties, p. 56). While we recognize the Comprehensive Plan has a suggested use for one location, that still leaves two open locations (not to mention the cost of having the fuel tanks removed at the site of the proposed welcome center).

Putting a Casey's this size in this location would increase the traffic level in an already busy area. This will have a dangerous effect not only on vehicular traffic, but also to foot and bicycle traffic as this location is a part of Pella's wonderful bike trail. It also seems that extra traffic in this area could have an adverse effect on the response times for our fire department and ambulance teams.

In addition to increased traffic levels, the amount of light, noise, pollution, and unwanted smells will also increase. All of these increases will happen in an area of town that some are working to make a historic neighborhood.

While there will be many negatives increasing, one of our main concerns relates to a positive that will be decreasing. Those who own property adjacent to the proposed new Casey's location will undoubtedly be facing a decline in the value of their property.

Please do whatever you can to help prevent this build from happening. Additionally, please let us know anything we can do.

Thank you for taking the time to read this letter,
Adam and Jacqueline Hale

**Building Code Board of Appeals
Meeting Minutes
July 15, 2015**

1.) Call to order

The meeting of the Building Code Appeals Board was called to order at 12:00 p.m. on July 15, 2015 in the Public Works Conference Room at 100 Truman Road, Pella, Iowa 50219.

2.) Roll Call

Members Present: Jim Corbett, Brent Lanser, Dave Gritters, Julio Chiarella

Members Absent: No members were absent.

Others Present: Jerry Byers, George Wesselhoft, Dwaine Meyer, Dave Meyer.

3.) Election of Officers

Jim Corbett nominated Brent Lanser as chairperson. Dave Gritters seconded the motion. Upon vote, motion passed.

4.) Approval of the Minutes – December 4, 2014

The December 4, 2014 Building Code Board of Appeals minutes were approved as submitted.

5.) New Business

Property Maintenance at 830 Main Street, Pella, Ia.

Jerry Byers gave some background to the Board concerning the property at 830 Main Street, Pella, Iowa. He informed the Board that a property maintenance letter had been sent to the owner concerning a leaking roof. The owners are asking for more time due to the rainy spring with roof contractors behind schedule.

Julio Chiarella asked if there had been damage done inside the building.

Dwaine Meyer stated he did not know of any damage inside the building

Mr. Byers informed the board that staff started the process of property maintenance against the structure after having received a complaint.

Brent Lanser asked what the nature of the complaint was.

Mr. Byers told the board that the roof was leaking due to roofing material peeling back the front wall and holes places in the roof. He continued by stating that it was an asphalt roof and the neighboring roof is a membrane system.

Discussion ensued about how the building was split between neighbors.

Mr. Corbett asked if there was an active leak in the roof and weather there was an issue with water on the neighbors half of the structure.

Mr. Lanser asked if they had secured a contractor.

Mr. Meyer said they had received a couple of bids.

Mr. Lanser asked how much time they thought they would need.

Mr. Meyer indicated they would like an additional 90 days.

There was concern among the Board on whether or not 90 days would be enough time to come and completion and there was talk concerning adding an additional 30 days for a total of 120 days from the date of the meeting.

Dave Gritters made a motion to grant 120 days to come into compliance for the project from the date of the Board meeting. He continued that if a water issue manifests itself with the neighbors that appropriate action is taken to fix the concerns of the neighbor and to address the issues immediately.

Brent Lanser second the motion.

Upon vote, motion passed 4 to 0.

6.) Adjournment

The Building Board Code of Appeals meeting was adjourned at 12:30 p.m.

Respectfully Submitted,
Jerry Byers, Building Official

PELLA PUBLIC LIBRARY
Board of Trustees Meeting
March 8, 2016

I. Call To Order: President Rebecca Manifold called the meeting to order at 5:08 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 February minutes prior to the meeting. The minutes state that board members received "November" minutes. The board amended that to read "January" minutes. Kenny moved to approve the minutes. Praveen seconded the motion. The minutes were unanimously approved.

V. Approval of Bills: All Board members received the March 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:

Food for Fines during National Library Week (April 11-16) – the library will forgive fines to patrons who bring in non-perishable goods during the week of April 11-16. The new system will be able to track what fines were forgiven in this manner. Rebecca moved to approve. John seconded the motion and it carried.

VIII. President's Report and Announcements: None

IX. Director's Report:

A. Children's programs

Katie has been on FMLA leave since Feb. 29. Wendy is unable to share Katie's medical issues due to HIPPA, however she will be returning next week. We have cancelled most of the programs she had planned for March, but we will hold the ones we are able to staff.

B. Back up Internet

Here are the costs from Verizon for a 4G plan to use as a backup to our Mediacom internet connection:

Mobile Broadband Machine-to-Machine (M2M) Share Group 1 Plans - Low Usage					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Domestic Shared Data Allowance Per Month	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
Mobile Broadband Machine-to-Machine (M2M) Share Group 2 Plans - High Usage					
Calling plans with a monthly access fee of \$34.99 and higher are eligible to receive a 23% monthly access charge discount.					
Domestic Data Allowance Per Month	250 MB (87665)	1 GB (87666)	5 GB (87671)	10 GB (87673)	
Monthly Access Charge	\$20.00	\$25.00	\$50.00	\$38.50	\$80.00 \$81.60
Overage Rate Per Megabyte	\$0.015				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
<small>Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.</small>					

There would also be a startup cost associated with purchasing a 4G receiver, and the cost of cabling to get an antenna from the basement to where we could get a signal. Wendy estimates this to be around \$800-\$1500. With a plan like this, we could drop our LISCO connection (which is \$82 a month). LISCO has not been easy to work with especially regarding our e-rate payments. Staff would like to pursue this option. Staff will research other plans to come up with some competitive bids. Chris is researching how much data we use in order to help us determine what plan would be appropriate to purchase, and how often, if ever, our Mediacom internet connection has "gone down".

C. State funding

We have received our state funding for FY15/16. It totals \$14,950.43 and must be spent by June 30. Wendy is required to file the report on how it was spent by July 31, although she only has to report on the Enrich Iowa funds (\$3,291.56.) This money must be spent on infrastructure, technology, materials, etc. It cannot be spend on any on-going cost the library incurs such as wages or electricity. There was a spreadsheet in our packets outlining the already encumbered funds totally \$6228.95. Wendy and the staff came up with some ideas for the remaining \$8721.48. The board approved of proceeding with the recommended purchases (replacing desk receipt printers, 2-D scanners for circulation desk, Laptop Bar, Bluetooth scanner, hardware/cable for 4G internet, and materials).

D. Customer survey

Our Plan for Service calls for us to do a customer survey in 2016 and we have previously determined that April is the best time to do so. There was a draft of a survey and questions included in our packets. The board discussed the suggested questions and other topics the board would like covered in the survey. Wendy will make a new draft and share with the Board. We hope to get this survey out in April. We will use an online tool (Survey Monkey or something similar) to gather the data. We will email a link to all cardholders via Symphony, have a link on our web page, and have paper forms in the library and at City Hall.

E. Building and grounds

- Laptop bar. Iowa Prison Industries finally admitted that they have never started our laptop bar and aren't going to get to it any time soon. We hunted up an alternative that is ready made (and cheaper!) and ordered it from a library vendor. We ordered two, for a total of 8 seats, and they have a white board surface.
- Work is progressing on the Quiet room. Drywall went up this week!

F. Staff activities

Assistant Director: This month, Chris continued to monitor the new SirsiDynix Symphony ILS and circulation activities, troubleshooting and submitting trouble tickets to SirsiDynix when necessary. He is working on customizing various Symphony reports to increase efficiency and productivity.

Director: Wendy worked procedures and staff training for Acquisitions and Collections, weeded in the 600s, obtained bids for maintenance on the staff copier, spoke to Rotary, and cataloged a lot of donated DVDs.

G. Upcoming events

- Story time is offered every Saturday at 10:30 a.m. Saturday story time is suggested for ages 3 and up with parents.
- March 8 at 4 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.
- March 17 at 10:15 a.m.: Genealogy Club in the meeting room.
- March 18 at 10:00 a.m.: Morning Movie.
- March 22 at 6:30 p.m.: Family Program. It might be cold for a campfire outside but we can pretend inside! We will share stories in front of the "fire". Families are encouraged to bring a blanket.
- March 23 at 2:00 p.m.: Afternoon Movie.
- March 25: Library closed for Good Friday.
- March 27: Library closed for Easter.
- March 31 at 12:00 noon: The Brown Bag Book Club will discuss *The Wind is Not a River* by Brian Payton.
- The next Friends of the Library book sale will be April 8-18 in the library meeting room.

X. Committee reports:

- Governance and Policy Committee: Review of General Policy Statement and Revision of the Displays Policy: Praveen moved to approve the additional bullet under "Display Cases". Jane seconded the motion and it carried.

XI. Adjournment: President Rebecca Manifold adjourned the meeting at 6:06 p.m. The next regularly scheduled Board Meeting is scheduled for April 12, 2016 at 4 PM.



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. C-3-a

SUBJECT: Special Event Permit Request for Union Vacation Bible School Registration Carnival

DATE: April 19, 2016

BACKGROUND: Charlee Eekhoff has requested a special event permit to hold the annual Union Vacation Bible School Carnival on Wednesday May 11, 2016 in Central Park. The carnival would run from 6:30-8:00 p.m., with setup starting at 5:30 p.m. and take down until 9:00 p.m. Rain date is Saturday, May 14 from 10:30 a.m.-12:00 p.m., with setup starting at 9:30 a.m. and take down ending at 1:00 p.m.

The purpose of the event is to promote and register children for Bible school this summer. In addition, there will be simple carnival games.

The fee has been paid and the insurance certificate is on file. All pertinent City Departments have reviewed this application, and staff recommends approval.

ATTACHMENTS: Application, Department Comments

REPORT PREPARED BY: Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: 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: <u>3/31/16</u>	Received by: <u>AP</u>	Fee: <u>20</u>	Insurance Certificate: <u>yes</u>

Name of Event: <u>Women's Vacation Bible School (WVBS) Registration Carnival</u>

Date of Application: <u>March 30, 2016</u>	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.)

Participants are able to stop and try out Vacation Bible School (WVBS) registration. Parents or fill one out on site. Number of members of WVBS bring games for kids to play to entertain while parents register. Several parents of which children are participating in WVBS. Came to the meeting to see, provide paper bag of candy, etc. Kids between the age of pre-K and 6th grade register.

PROMOTER AND CONTACT PERSON INFORMATION

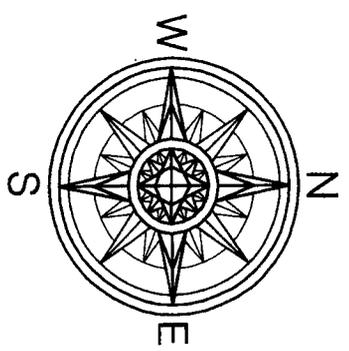
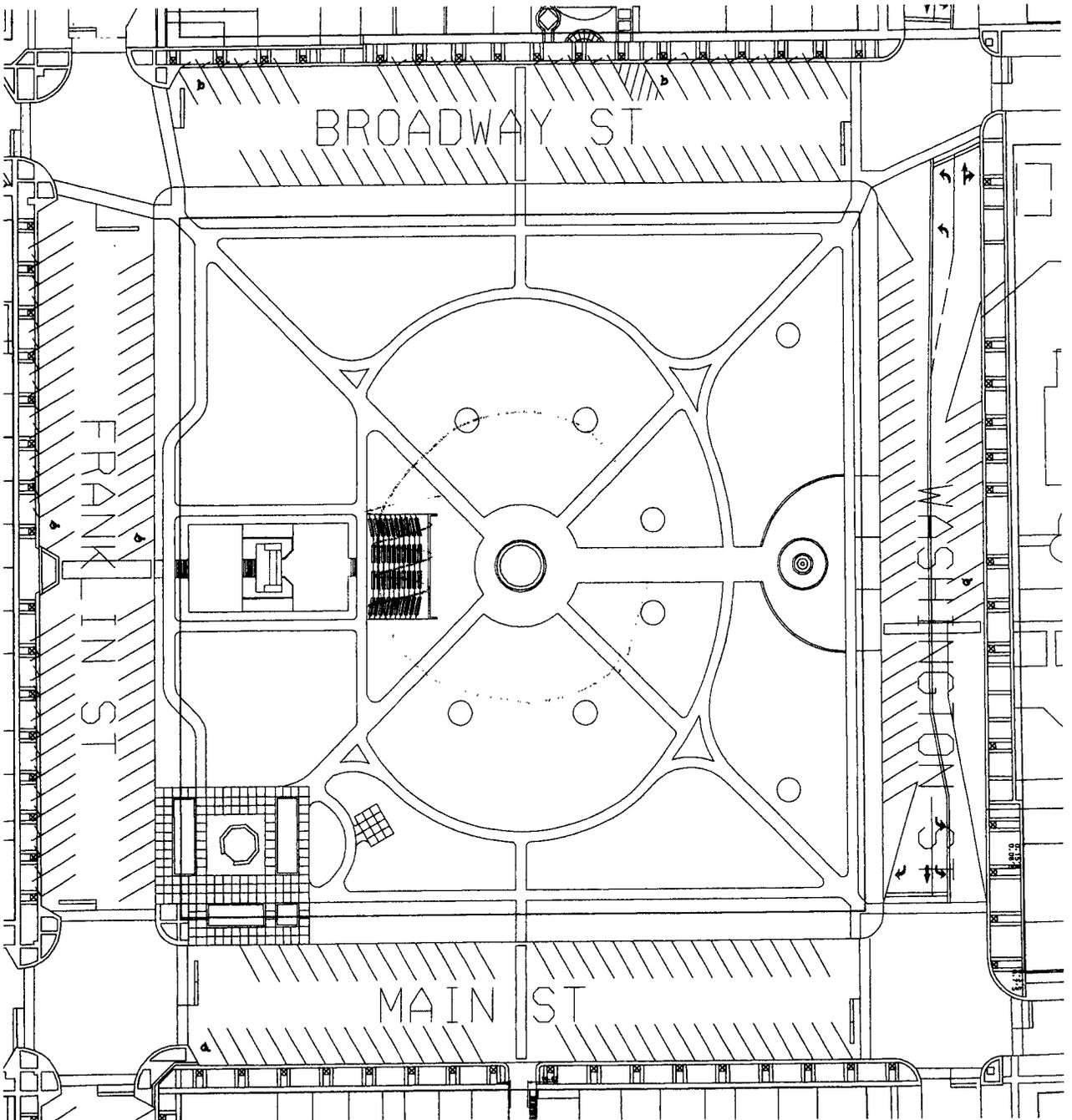
Promoter's Name:		Contact Person: <u>Wanda Lebeck</u>	
Signature:		Signature: <u>Wanda Lebeck</u>	
Address:		Address: <u>2145 Falls Dr. Pella, IA 50451</u>	
Phone:	Cell Phone:	Phone:	Cell Phone: <u>847-78-1928</u>

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: <u>Wed. May 11, 2016 8:30-12:00pm</u>	*Fundate: <u>Set</u>
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: <u>Set up 6:30pm</u>	<u>May 14, 2016</u>
<u>Take down 12:00pm</u>	
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing. <u>Central Park - around the school</u>	

EVENT INFORMATION (continued)

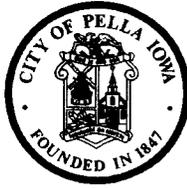
DO STREETS NEED TO BE CLOSED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.			
Street Name	Distance on Street	Date/ Time for Street Closings	# of Barricades
		Starting: Ending:	
		Starting: Ending:	
DO PARKING SPACES NEED TO BE RESERVED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If spaces need to be roped off or reserved, please indicate below.			
Location			# of Cones
WILL SIGNAGE BE USED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete the Special Event Signage Information Sheet.			
WILL POLICE OFFICERS OR RESERVES BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete the Special Event Electrical Information Sheet.			
WILL ANY OTHER CITY SERVICES BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list details.			
COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: <input type="checkbox"/> Map <input type="checkbox"/> 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.			
<i>Central Park along the sidewalk</i>			
WILL THERE BE VENDOR BOOTHS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	



CENTRAL

PARK

Pella, Iowa



CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

	Union Vacation Bible School Registration Carnival
	April 11, 2016
	Ronda Brown
	May 11—Raindate May 14, 2016
	Charlee Eekhoff 641.780.1956

Recommend approval. RAB

Recommend approval. DB

Recommend approval. GW

Recommend approval. DM

Recommend approval. JV



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. C-3-b

SUBJECT: Special Event – Pella Municipal Airport Tulip Time Flight Breakfast

DATE: April 19, 2016

BACKGROUND: The Pella Airport Committee is requesting a special event permit for “Pella Municipal Airport Tulip Time Flight Breakfast”. In conjunction with this event, the airport hosts an open house. Typically, 500-1,000 people attend this event each year.

The Tulip Time Flight Breakfast will be held Saturday May 7, 2016, from 7:00-10:00 a.m. on the Pella Municipal Airport property. Setup will begin Friday, May 6 at 5:00 p.m. and take down will be May 7 until 11:00 a.m. All pertinent City Departments have reviewed this application, and staff recommends approval.

ATTACHMENTS: Application and Department Comments

REPORT PREPARED BY: Administrative Accounts Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: 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: 3/25/16	Received by: RB	Fee: none	Insurance Certificate: city's

Name of Event: Pella Municipal Airport Tulip Time Flight Breakfast

Date of Application: 03-25-2016	Fee Paid: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No / From Airport Budget
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured". See City Airport Policy	Insurance Certificate: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.)
Annual Tulip Time Flight Breakfast / Airport open House. Breakfast served by Pella United Methodist Church. Up to 1500 people in attendance and up to 1000 people served. Antique, Classic, Homebuilt + business aircraft on display.

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: Pella Airport Committee	Contact Person: Shane VandeVoort
Signature: [Signature]	Signature: [Signature]
Address: 501 West 15th Pella, IA 50219	Address: 501 West 15th Pella, IA
Phone: 641-628-9393 Cell Phone: 780-0244	Phone: 641-628-9393 Cell Phone: 780-0244

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: Saturday May 7, 2016 7am-10am
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: May 6 5pm or May 7 11am
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.
Pella Municipal Airport Property. Breakfast served in FBO Hangar

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:	
		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.

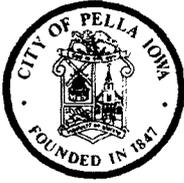
WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

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.

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



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

Anyone that is planning to have temporary signage associated with a Special Event Permit will need to submit the following signage information along with the Special Event Permit Application.

Type of Sign(s): <input type="checkbox"/> A-frame <input checked="" type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s): 2 signs 2' x 4'	
Time of Sign Placement: Thurs May 5, 7am	Time of Sign Removal: May 7 11am
Colors and Materials of Proposed Sign: Blue w/ Red print "Flight Breakfast Saturday"	
Any Proposed Lighting:	
Proposed Location(s) of Signage:	

Traffic Safety

Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event applicant, as determined for the safety and well being of the general public.

Prompt Removal of Signs

Temporary signs associated with a Special Event Permit must be removed immediately upon the termination of the event.

Right of Approval/Denial

The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.

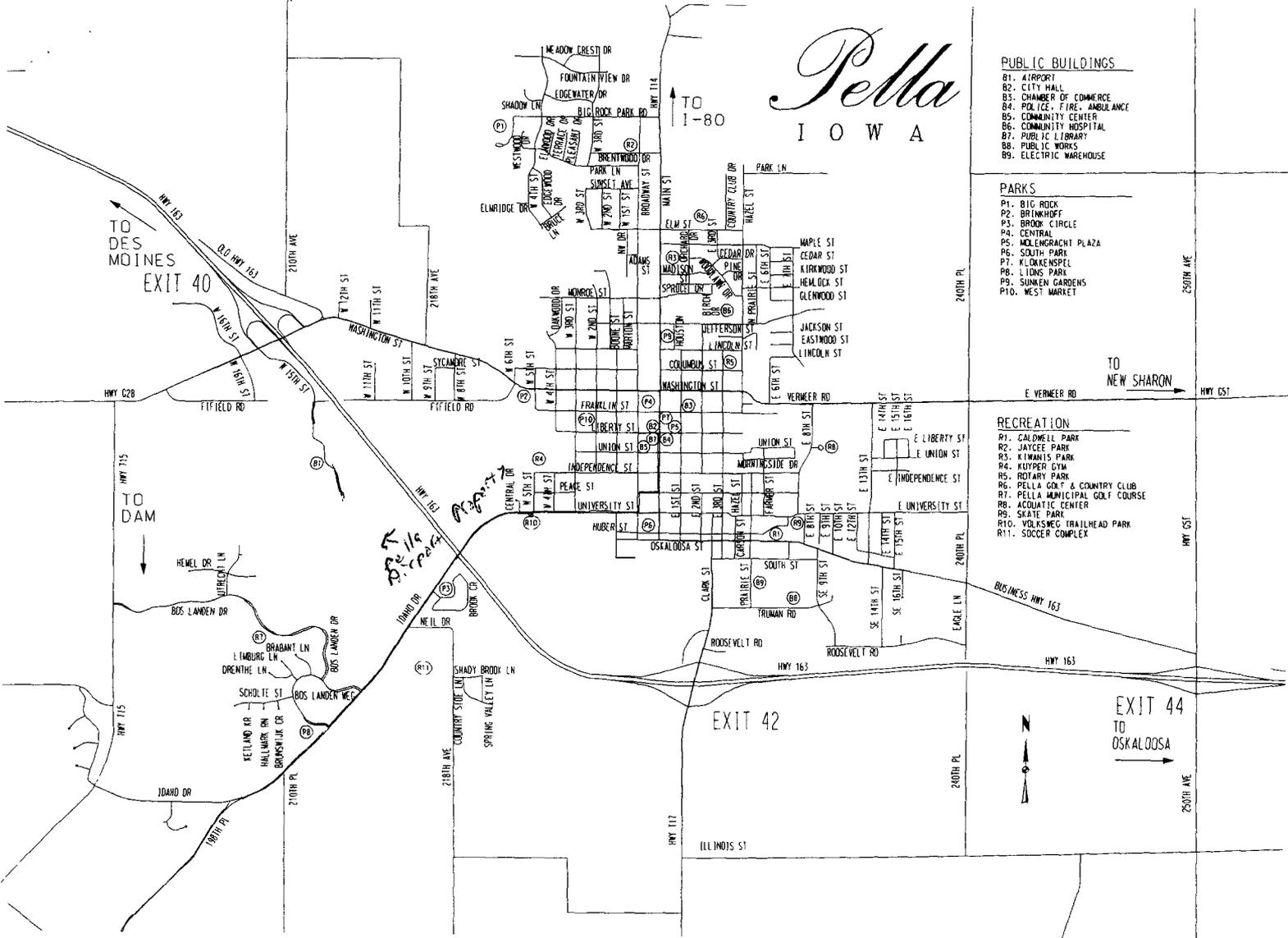
Pella

IOWA

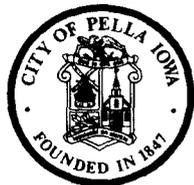
- PUBLIC BUILDINGS**
- B1. AIRPORT
 - B2. CITY HALL
 - B3. CHAMBER OF COMMERCE
 - B4. POLICE, FIRE, AMBULANCE
 - B5. COMMUNITY CENTER
 - B6. COMMUNITY HOSPITAL
 - B7. PUBLIC LIBRARY
 - B8. PUBLIC WORKS
 - B9. ELECTRIC WAREHOUSE

- PARKS**
- P1. BIG ROCK
 - P2. BRINKHOFF
 - P3. BROOK CIRCLE
 - P4. CENTRAL
 - P5. MOLENGRACHT PLAZA
 - P6. SOUTH PARK
 - P7. KLUMKENSPEL
 - P8. LIONS PARK
 - P9. SUNKEN GARDENS
 - P10. WEST MARKET

- RECREATION**
- R1. CALDWELL PARK
 - R2. JAYCEE PARK
 - R3. KIWANIS PARK
 - R4. KUYPER GYM
 - R5. ROTARY PARK
 - R7. PELLA MUNICIPAL GOLF COURSE
 - R8. ACCUATIC CENTER
 - R9. SKATE PARK
 - R10. VOLKSWAGEN TRAILHEAD PARK
 - R11. SOCCER COMPLEX



EXIT 44
TO
OSKALOOSA



CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

	Tulip Time Flight Breakfast
	April 6, 2016
	Ronda Brown
	May 7, 2016
	Shane Vande Voort

Recommend approval. RAB

Recommend approval. DB

Recommend approval. GW

Recommend approval. DM

Recommend approval. JV



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO. C-3-c

SUBJECT: Special Event – Red Rock Threshers Tractor Pull

DATE: April 19, 2016

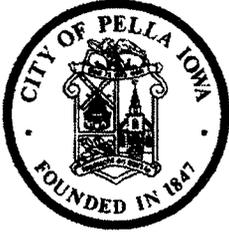
BACKGROUND: Bob Vander Wilt has requested a special event permit for the Red Rock Threshers Tractor Pull. The event is scheduled to be held on June 4, 2016 on the City's property located east of Geetings by the intersection of South Prairie Street and Truman Road. The event permit hours are from 8:00 a.m to 8:00 p.m. The insurance certificate has been received and fees have been paid. All pertinent City Departments have reviewed this application, and staff recommends approval.

ATTACHMENTS: Application and Department Comments

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: 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: 3/23/16	Received by: AB	Fee: Yes	Insurance Certificate: Yes

Name of Event: Red Rock Threshers Tractor Pull

Date of Application: 3-23-16	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.) Tractor Pull

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: Red Rock Threshers	Contact Person: Bob Vander wilt		
Signature: Bob Vander wilt	Signature: Bob Vander wilt		
Address: PO box 221 Pella	Address: 1354 Hazel Pella		
Phone:	Cell Phone:	Phone: 628-1345	Cell Phone: 641.416.0075

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: June 4, 2016 8:00 a.m.
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: Same
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing. Tractor Pull ground east of Geetings on Truman road

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.

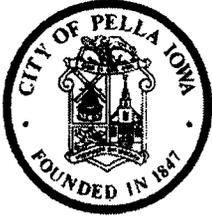
WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

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.

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



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

Anyone that is planning to have temporary signage associated with a Special Event Permit will need to submit the following signage information along with the Special Event Permit Application.

Type of Sign(s): <input type="checkbox"/> A-frame <input type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s):	
Time of Sign Placement:	Time of Sign Removal:
Colors and Materials of Proposed Sign:	
Any Proposed Lighting:	N/A
Proposed Location(s) of Signage:	

Traffic Safety

Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event applicant, as determined for the safety and well being of the general public.

Prompt Removal of Signs

Temporary signs associated with a Special Event Permit must be removed immediately upon the termination of the event.

Right of Approval/Denial

The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.

Pella

IOWA

PUBLIC BUILDINGS

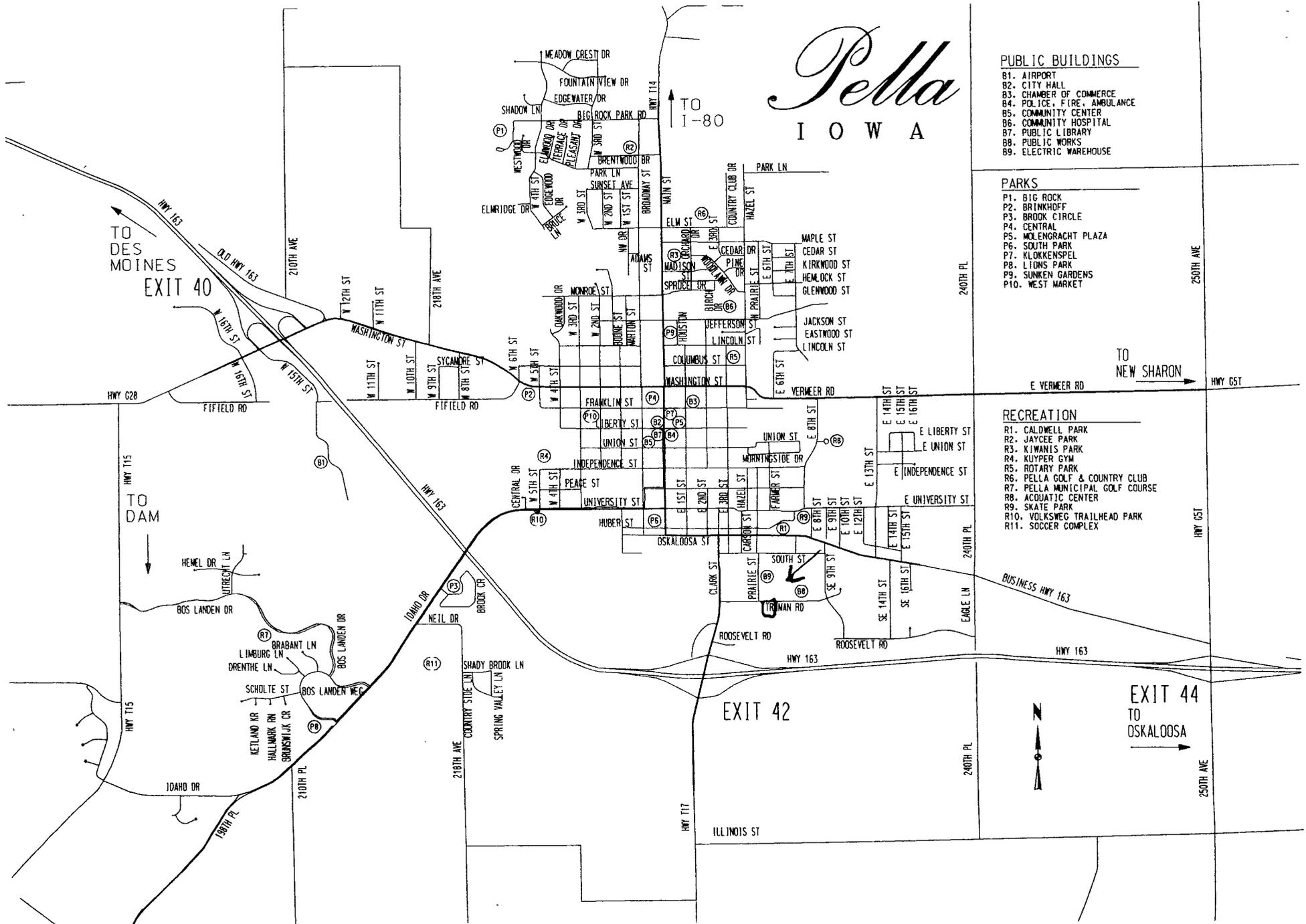
- B1. AIRPORT
- B2. CITY HALL
- B3. CHAMBER OF COMMERCE
- B4. POLICE, FIRE, AMBULANCE
- B5. COMMUNITY CENTER
- B6. COMMUNITY HOSPITAL
- B7. PUBLIC LIBRARY
- B8. PUBLIC WORKS
- B9. ELECTRIC WAREHOUSE

PARKS

- P1. BIG ROCK
- P2. BRINKHOFF
- P3. BROOK CIRCLE
- P4. CENTRAL
- P5. MOLENRACHT PLAZA
- P6. SOUTH PARK
- P7. KLOKKENSPEL
- P8. LIONS PARK
- P9. SUNKEN GARDENS
- P10. WEST MARKET

RECREATION

- R1. CALDWELL PARK
- R2. JAYCEE PARK
- R3. KIMANIS PARK
- R4. KUYPER CYM
- R5. ROTARY PARK
- R6. PELLA GOLF & COUNTRY CLUB
- R7. PELLA MUNICIPAL GOLF COURSE
- R8. AQUATIC CENTER
- R9. SKATE PARK
- R10. VOLKSWEG TRAILHEAD PARK
- R11. SOCCER COMPLEX





CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

	Red Rock Threshers Tractor Pull
	April 4, 2016
	Ronda Brown
	June 4, 2016
	Bob Vander Wilt 641.628.1345 or 641.416.0095

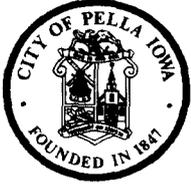
Recommend approval. RAB

Recommend approval. DB

Recommend approval. GW

Recommend approval. DM

Recommend approval. JV



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: D-1a & 1b

SUBJECT: Amendments to the 2014 Pella Comprehensive Plan

DATE: April 19, 2016

BACKGROUND:

The City of Pella is proposing amendments to the Future Land Use Map of the Comprehensive Plan for rezonings which have been approved since the 2014 Comprehensive Plan update. It should be noted, when the rezonings were approved by the Planning and Zoning Commission, there was direction to also amend the Future Use Land Map. As a result, this amendment is necessary to update the Future Use Land Map for the rezoning of various properties which have been previously approved by the Planning and Zoning Commission and the Pella City Council.

Included are the following:

- 1) Missouri River Energy Services for rezoning to amend the Future Land Use Map from Preserve to Light Industrial (Ordinance 900, approved 8-8-15)
- 2) Russ Van Wyk for rezoning to amend the Future Land Use Map from Low Density Residential to Light Industrial (Ordinance 901, approved 9-15-15)
- 3) Alan and Karla Morrison for rezoning to amend the Future Land Use Map from Medical and Assisted Living to High Density Residential (Ordinance 902, approved 9-15-15)
- 4) Marc Vande Noord for rezoning to amend the Future Land Use Map from Low Density Residential to Light Industrial (Ordinance 903, approved 11-17-15)

The Planning and Zoning Commission approved these amendments at their March 28, 2016 regular meeting.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Planning and Zoning Director

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5679

A RESOLUTION PROPOSING AMENDMENTS TO THE 2014 PELLA
COMPREHENSIVE PLAN

WHEREAS, the Council of the City of Pella, Iowa, adopted the 2014 Pella Comprehensive Plan August 19, 2014; and,

WHEREAS, the Council of the City of Pella, Iowa, has reviewed recommended amendments to the 2014 Pella Comprehensive Plan which pertain to approved rezoning applications; and,

WHEREAS, the Council of the City of Pella, Iowa, adhering to recommendations of the 2014 Pella Comprehensive Plan to undertake yearly evaluation of the Plan; and,

WHEREAS, the Council of the City of Pella, Iowa, has identified certain areas on the Future Land Use Map, a technical subcomponent of the 2014 Pella Comprehensive Plan; and,

WHEREAS, the Council of the City of Pella, Iowa, desires to maintain the accuracy and relevancy of the 2014 Pella Comprehensive Plan until another full update is undertaken; and,

WHEREAS, the Planning and Zoning Commission after public hearing on March 28, 2016 recommended approval of the proposed amendments to the 2014 Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED, the areas described below shall amended the 2014 Pella Comprehensive Plan Future Land Use Map as follows:

Authorization – Ordinance 900
Exhibit A – Legal Description and Map
Area amended from Preserve to Light Industrial

Authorization – Ordinance 901
Exhibit B – Legal Description and Map
Area amended from Low Density Residential to Light Industrial

Authorization – Ordinance 902
Exhibit C – Legal Description and Map
Area amended from Medical and Assisted Living to High Density Residential

Authorization – Ordinance 903
Exhibit D – Legal Description and Map
Area amended from Low Density residential to Light Industrial

BE IT FURTHER RESOLVED that the Planning and Zoning Director shall hereby AMEND and RECORD the Resolution Number and date of passage of this Resolution on the Official Future Land Use Maps of the 2014 Pella Comprehensive Plan.

Passed and approved by the Council this 19th day of April, 2016

APPROVED:

James Mueller, Mayor

ATTEST:

Ronda M. Brown, City Clerk

Exhibit A

Legal Description: Lot Four (4) of Lot Three (3) of Lot "D" of the West Half of Section Twenty (20), Township Seventy-six (76) North, Range Eighteen (18) West of the 5th P.M., according to survey recorded in Book 97, page 266, Land Deed Record, Marion County, Iowa.

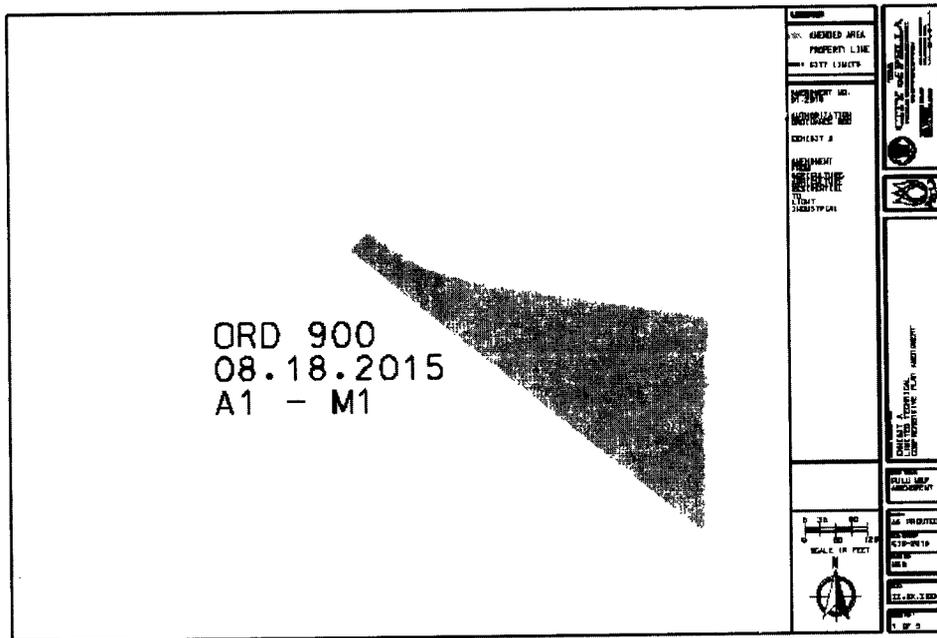


Exhibit B

Legal Description: Lot 11 in Block 20 in the part of the City of Pella, Iowa platted and known as South East Pella, Iowa

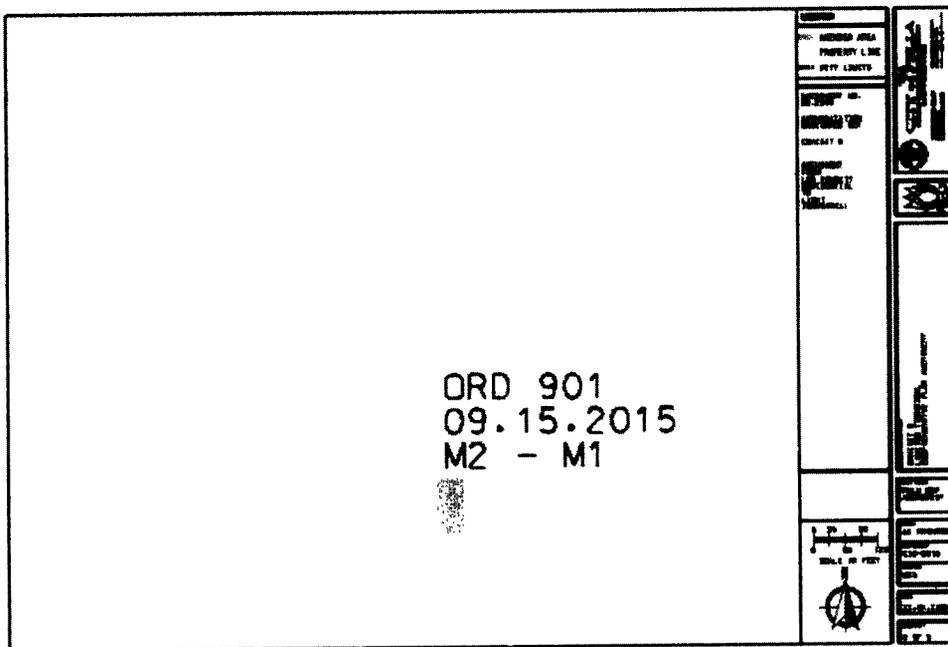


Exhibit C

Legal Description: Lot 1, Block 49, North Annex and Lot 2 and the east 5 feet of Lot 3,
Block 49, North Annex.

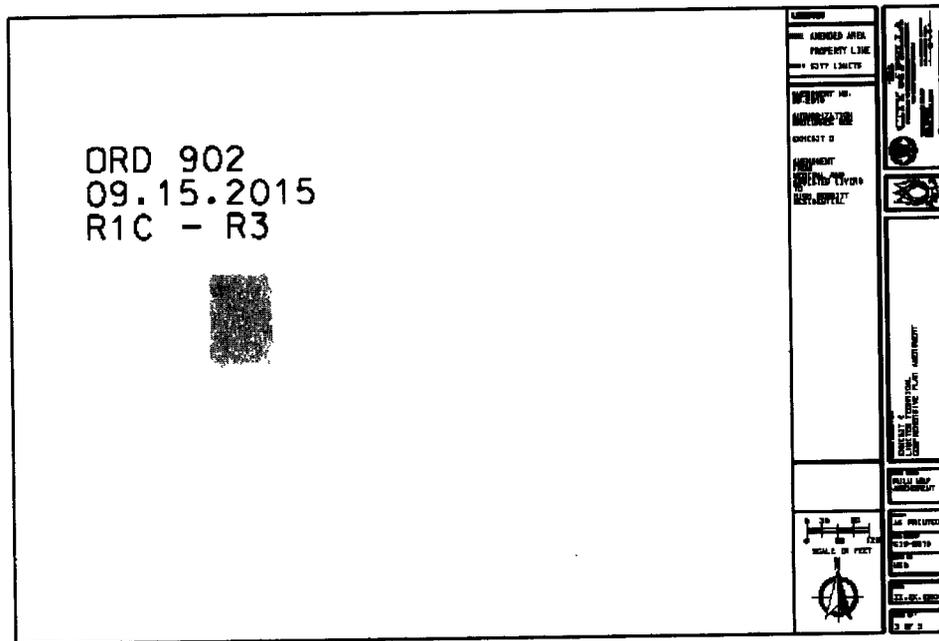
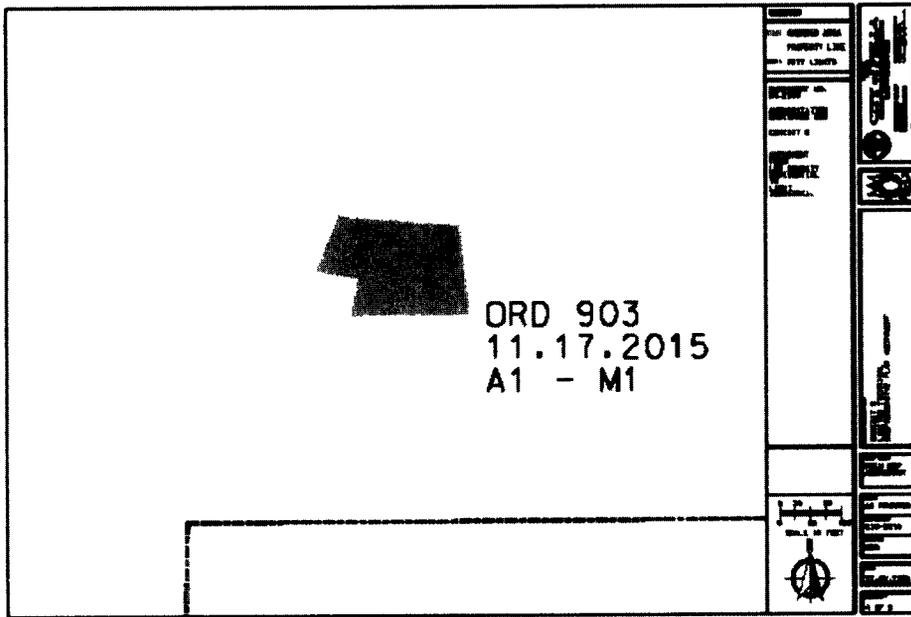


Exhibit D

Legal Description: Parcel H of Lot 2 of the South Half of the NE¹/₄ of Section 34,
Township 77 North, Range 18 West of the 5th PM, Marion County, Iowa





THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. E-1

SUBJECT: Special Event Permit Request for Street Performers in the Downtown

DATE: April 19, 2016

BACKGROUND:

The Pella Chamber of Commerce has requested a special event permit to allow street performers in the downtown area on Friday nights from 3-7 p.m. and on Saturdays from 11:00 a.m. to 6:00 p.m. for the time period of April 22, 2016 through December 24, 2016. This request has a slight change of hours from last year when the hours were Friday nights from 5-7 p.m. and on Saturdays from 11:00 a.m. to 4:00 p.m.

In the past, the location for the street performers was the Klokkenspel Plaza and the area abutting the Information Windmill on the square. This year, the request, in addition to the Klokkenspel Plaza and the Information Windmill area, includes in front of the stores on the 600 and 700 blocks of Franklin Street.

As background, the street performers were first allowed in 2014. The Chamber feels the performers enhance the ambiance of the downtown area.

All pertinent City Departments have reviewed this application and comments are attached. The appropriate fee and insurance certificate have been received, and approval is recommended.

ATTACHMENTS: Application, Department Comments

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: 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: 4/1/16	Received by: B	Fee: Yes	Insurance Certificate:

Name of Event: Street Performers

Date of Application: <u>3/18/16</u>	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.)
Buster style performers will enhance the ambiance of the downtown area for residents and visitors during the prime visitor season.

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: <u>Pella Chamber</u>	Contact Person: <u>Karen Eischen</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Address: <u>118 Washington St Pella, IA</u>	Address: <u>Same</u>
Phone: <u>641-228-2121</u> Cell Phone: <u>641-720-5759</u>	Phone: <u>Same</u> Cell Phone: <u>Same</u>

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: 4-1-16 through 12-24-16

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: Fridays 3-7pm; Saturdays 11am-6pm

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.
Under Klopperspel on/and Information Windmill in square; front of stores on Franklin 700 + 800 blocks

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.

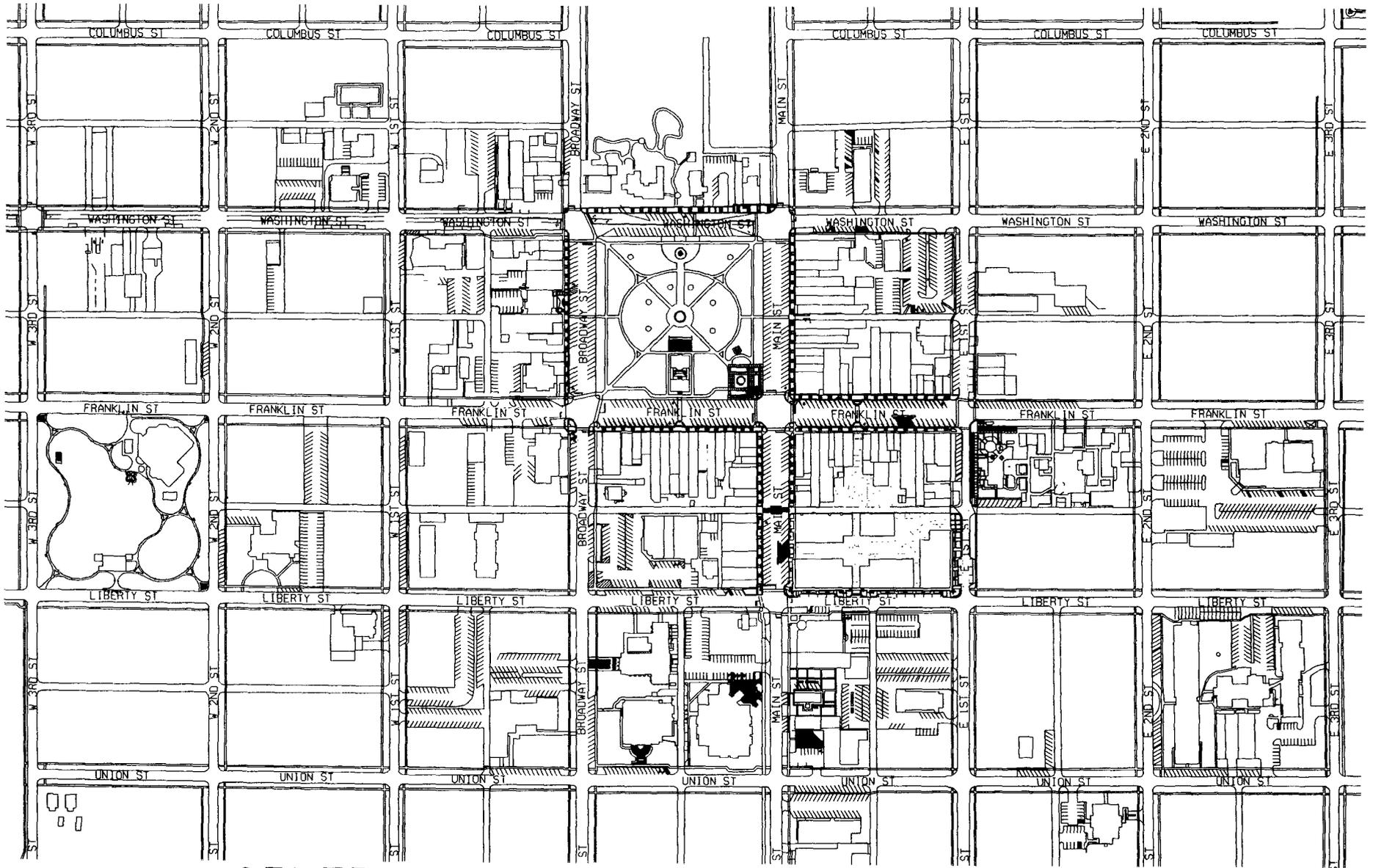
WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

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.

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.

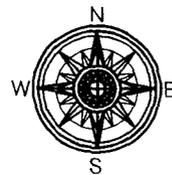
WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? Yes No If Yes, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.

Property Owner	Address	Signature of Property Owner



CENTRAL
BUSINESS
DISTRICT

Pella, Iowa



• areas for performers
sidewalks (Franklin Street)
Under Klokkenspel
Info Windmill in Square



Street Performer Regulation Form

Street performers:

Defined as sounding or playing a musical instrument, singing, reciting, juggling, puppetry, miming, dancing, activity of drawing a message or picture or representation on a canvas or paper, or other entertainment or doing any of those things concurrently.

Performances not permitted are: vendors sell wares, fundraising, political rallying, religious sprinkling, massage, chiropractic, face or body painting, begging, using sexually explicit or inappropriate language.

Professionalism:

- The street performer's equipment must be in good working order and sound levels are within acceptable levels as to not disrupt business activity in the area.
- The street performer is punctual and prepared.
- The street performer believes in communication and cooperation.
- The street performer sets high standards and inspires others.
- The street performer's attire should be comfortable and professional to perform in.

Age restrictions:

Street performers under the age of 18 must have parental or legal guardian consent. Parent or guardian is responsible for transportation of child(ren) and the behavior of child(ren) before/during /after performance shift(s).

Appropriate Location and Safety:

- Street performing should only occur in the location specified by the Chamber. Street performances should positively engage pedestrians and create a sense of interest and curiosity.
- Street performers must work to ensure that neither they nor the public are put at risk any time during the performance.
- Street performers should provide a sense of safety and security at all times during the performance.
- Attention to general safety set-up, personal safety, and audience safety
- Understanding potential risk of injury to audience or performer
- It must not compromise the amenity of the area caused by noise, excessive amplification or anti-social behavior.
- Street performers are wholly responsible for all claims made against them for personal injury or property damage.
- Street performers must ensure free and safe access for pedestrians along any pathways or thoroughfares near the performance site.
- Performers should ensure that they, nor their audience block business doorways during business hours.
- Wheelchair access around site must be maintained at all times.

Animals:

No use of animals will be permitted as part of the street performance.

Sound:

Sound from street performers in the public realm has the potential to disrupt business, affect workplace performance and detract from public amenity. Even though street performances enhance the vibrancy of the city, it can be the cause of great discomfort for others when it is excessive. Please keep the following in mind when performing:

- Street performing should operate at a level so that sound is not above background levels.
- Amplification must be kept to a minimum and is not to disrupt business.
- Repeated excessive noise may result in cancellation.

Performance Location:

- Performers will be instructed each shift as to which location is appropriate (under the Klokkenspel, by the information windmill or strolling along sidewalks).
- Entertainers will respect the right of pedestrians to move freely along the street allowing businesses to operate without undue disturbance by entertainment outside their premises.
- Street performances should be integrated in a way that does not compromise the circulation of pedestrian or street traffic safety through maintaining adequate clearances.
- Street performers must keep the site clean while performing and make sure to leave the site as it was found.

General Performance Times:

- Fridays 5-7 pm, Saturdays 11 am-1 pm and 1-3 pm
- Maximum performance time is 2 hours
- Fifteen minutes will be allowed for set up, if needed

Other Information:

- Agreeing to the terms of this contract, and performing under the Events Permit of the Pella Chamber, does not constitute employment with the Pella Chamber.
- Street performer(s) agree to notify the Chamber (641-628-2626) or Sarah (712-899-6860) in case of unexpected absence or sickness.
- The Chamber is not responsible for lost or stolen items. Please ensure your property is safe and secure at all times.

Stipend:

- Payment in Pella bucks will be mailed to the street performer within 2 weeks following each performance.
- If inclement weather occurs, the safety of all individuals is of utmost concern to the Chamber. Street performers will use their own discretion to cancel their shift(s). Street performers will be paid 25% the amount for shifts that are unable to be completed. Please contact the Pella Chamber after each shift to record hours worked.
- The Pella Chamber is not responsible for damaged items.

- Tip jars will be allowed but only during performances.

Sale of Products:

No items may be sold prior, during or following a performance.

License:

Street performers must display the Pella Chamber credentials at all times during the performance.

I agree to the terms stated above and understand that any deviation of these terms constitutes immediate cancellation of future performances and reimbursements.

Printed Name of Performer _____

Signature of Performer _____ Date _____

Signature of Legal Guardian of Performer _____



CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

	Street Performers
	April 11, 2016
	Ronda Brown
	April-December 24, 2016
	Karen Eischen 641-628-2626

Recommend approval.

* Street Performer Regulation Form needs updating re: performance times.
** The special events application identifies the 700 and 800 blocks of Franklin St. as performance locations. I suspect that the 600 and 700 blocks of Franklin St. are the intended locations. RAB

Recommend approval. DB

Recommend approval. GW

Recommend approval. DM

Recommend approval. JV



THE

CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: E-2a & 2b

SUBJECT: Special Event Permit Request for MH4H Color Blast Fun Run (5K)

DATE: April 19, 2016

BACKGROUND: Many Hands for Haiti (MH4H) has requested a special event permit for the “MH4H Color Blast 5K” to be held on Saturday, September 24, 2016. The proposed run would take place from 9:00-11:00 a.m. with set-up starting at 6:00 a.m. and take-down until 11:00 a.m.

The 5K event would start and end at the Mango Tree using the same route as last year. Along the route, MH4H plans to have color stations where runners will have a different colored powder thrown at them. The MH4H Color Blast 5K is holding this event to help raise funds for and awareness of their ministry for Haiti.

As a part of this event, a resolution has also been requested that closes several streets. They are listed below:

1. 700 Block of Main between Franklin and Liberty from 6-11:30 a.m.

The following streets have been requested to be closed from 7:00 a.m. to 1:00 p.m.

2. Liberty Street from W 4th to E 2nd and E 3rd to Hazel.
3. W 3rd from Franklin to Peace.
4. Franklin from W 4th to W 3rd and E 2nd to Van Lint.
5. Independence from W 4th to Broadway.
6. W 4th from Franklin to Liberty and Independence to Peace.
7. Peace from W 4th to W 3rd and Broadway to Farmer.
8. Broadway from Independence to Peace.
9. Farmer from Peace to Morningside.
10. Morningside to Union.
11. Union to Liberty to Pella Christian Grade School north to Franklin.

The fee and insurance certificate have been received, and approval is recommended.

ATTACHMENTS: Resolution, Application, Department Comments, Map

REPORT PREPARED BY: City Hall Staff

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve Special Event and Resolution.

RESOLUTION NO. 5680

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS
“MH4H COLOR BLAST 5K”

WHEREAS, Iowa Code Section 364.12 (2) states that “a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair, and free from nuisance, with the following exceptions”; and

WHEREAS, Iowa Code Section 364.12 (2)(a) states that "Public ways and grounds may be temporarily closed by resolution"; and

WHEREAS, Many Hands for Haiti has requested street closings as follows for the purpose of the Special Event known as “MH4H Color Blast 5K”:

1. 700 Block of Main from 6-11:30 a.m.
The following streets have been requested to be closed from 7:00 a.m. to 1:00 p.m.
2. Liberty Street from W 4th to E 2nd and E 3rd to Hazel
3. W 3rd from Franklin to Peace
4. Franklin from W 4th to W 3rd and E 2nd to Van Lint
5. Independence from W 4th to Broadway
6. W 4th from Franklin to Liberty and Independence to Peace
7. Peace from W 4th to W 3rd and Broadway to Farmer.
8. Broadway from Independence to Peace.
9. Farmer from Peace to Morningside
10. Morningside to Union
11. Union to Liberty to Pella Christian Grade School north to Franklin.

NOW THEREFORE, BE IT RESOLVED pursuant to Iowa Code Section 364.12 (2)(a), the City Council of the City of Pella does hereby temporarily close the streets as stated above.

PASSED AND ADOPTED this 19th day of April, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



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: <i>8/15/16</i>	Received by: <i>RB</i>	Fee: <i>75</i>	Insurance Certificate: <i>Yes</i>

Name of Event:	Many Hands for Haiti Color Blast 5k
----------------	-------------------------------------

Date of Application: April 6, 2016	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.)
Purpose: Charitable fund raising, building awareness of cause
Activities: 5 kilometer run/walk, photo booth, play space for children, Activity booths
Estimated participation: Between 500 and 600

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: Rob Van Beek	Contact Person: Joel R. Verhoef
Signature:	Signature:
Address: 709 Main St., Pella, IA 50219	Address: 709 Main St., Pella, IA 50219
Phone: 641-629-6172	Cell Phone:
Phone:	Cell Phone: 909-677-7791

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: September 24, 2016 7:00am - 11:00am
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: September 24, 2016, set up @6:00am, take down @11:00am
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing. 700 block of Main St. *see attached map

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
Main St	Between Franklin and Liberty	Starting: 6:00am Ending: 11:30pm	4
		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.

Yes, 4 officers to direct traffic from 9:00am - 10:00am - see map for placements

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.

Additional cones and barricades - See course map for reference

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.

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



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

Anyone that is planning to have temporary signage associated with a Special Event Permit will need to submit the following signage information along with the Special Event Permit Application.

Type of Sign(s): <input checked="" type="checkbox"/> A-frame <input checked="" type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s): A-Frame: 2ft wide by 3ft tall, Banner: 2ft wide by 3 ft tall	
Time of Sign Placement: 6:00am	Time of Sign Removal: 11:30am
Colors and Materials of Proposed Sign: White with multicolor print. A-frames will be built using lumber and plywood	
Any Proposed Lighting:	
Proposed Location(s) of Signage: Banner - On the 700 block of Main St. A-Frame - Independence and Farmer, Peace St and Prairie	

Note: A-frame signs to be placed in intersection and read "Procede with caution, race in effect"

Traffic Safety

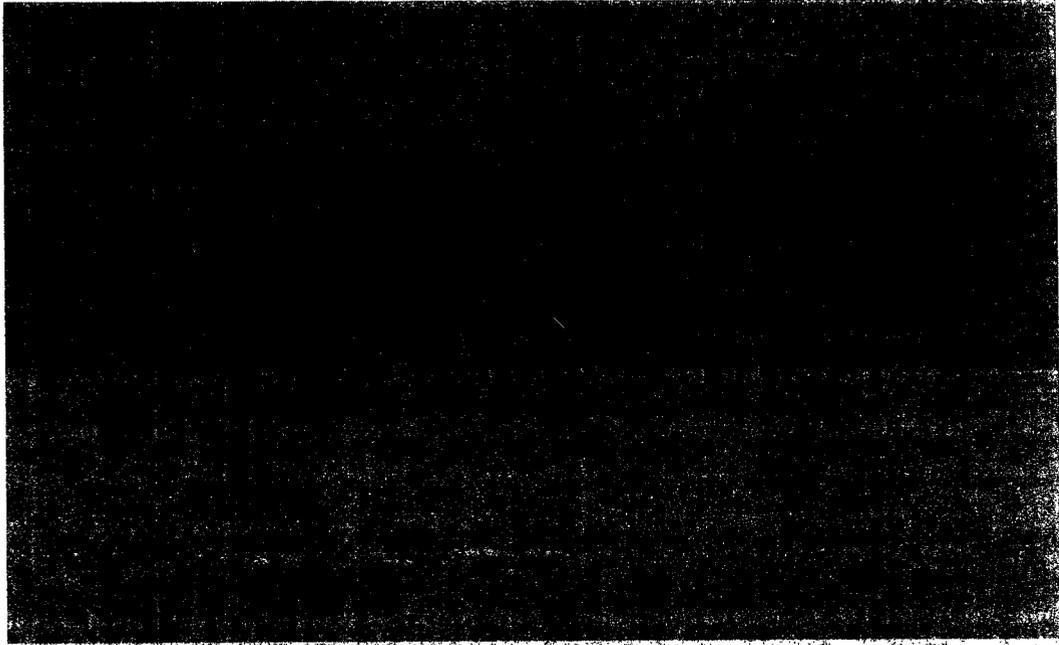
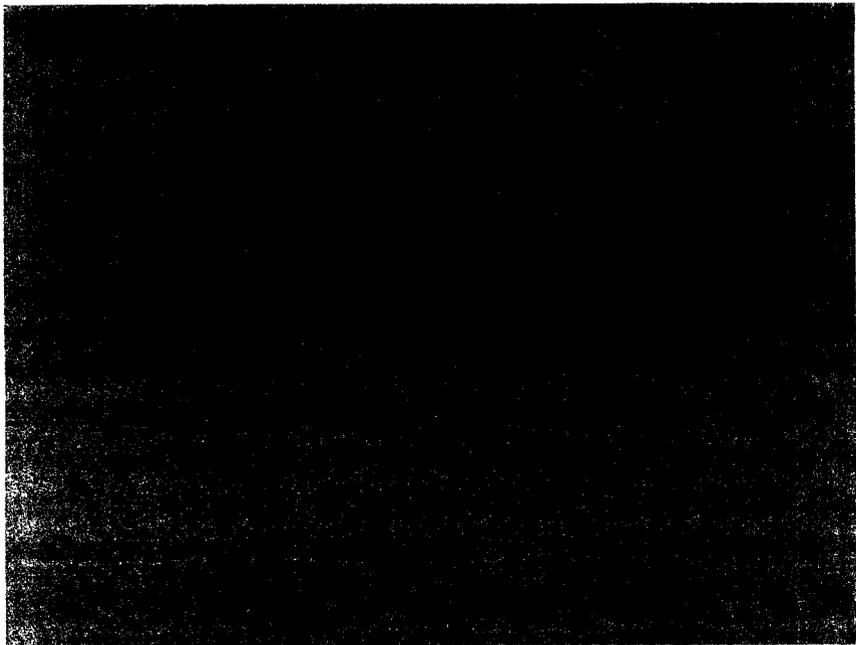
Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event applicant, as determined for the safety and well being of the general public.

Prompt Removal of Signs

Temporary signs associated with a Special Event Permit must be removed immediately upon the termination of the event.

Right of Approval/Denial

The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.



MAIN STREET



START LINE

FOOD STALL

KIDS PLAY

STAGE

DJ

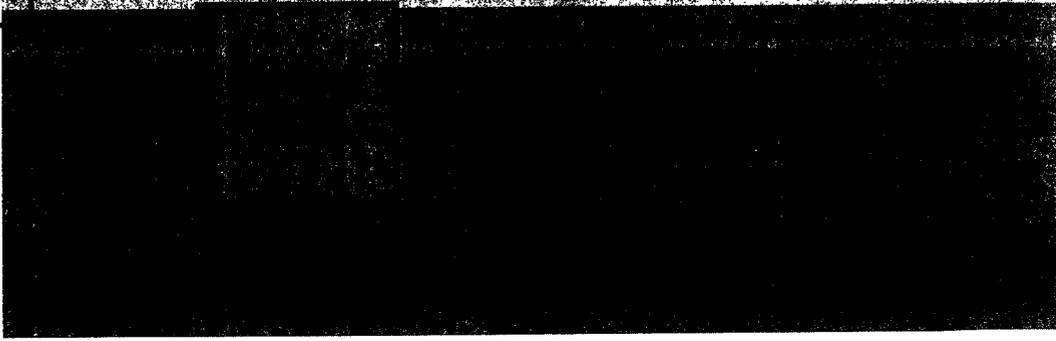
Mango Tree

Photo Booth



FINISH

CINEMA





CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

[REDACTED]	Many Hands for Haiti Color Blast 5K
	April 11, 2016
	Ronda Brown
	September 24, 2016
	Joel Verhoef 909-677-7791

[REDACTED]

Recommend approval. RAB

[REDACTED]

Event coordinator to contact Doug Rigger @ 230-0084 prior to event to coordinate barricades/cones. DB DR

[REDACTED]

Signage shall not be placed in the traveled portion of the intersections but shall be placed outside of paved area and not obstruct sidewalk or street. GW

[REDACTED]

Recommend approval. DM

[REDACTED]

NO CS services requested however would recommend that event coordinators include clean-up of affected areas. Recommend approval. JV



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: G-1

SUBJECT: Requesting Council to Set May 17, 2016 as the Public Hearing Date for Amending the FY 15-16 Annual Budget

DATE: April 19, 2016

BACKGROUND: Staff requests permission to set May 17, 2016 as the public hearing date for amending the FY 15-16 Budget.

The reason for the amendment is to adjust timing differences for capital improvement projects and to adjust accounts that may be over/under funded. All adjustments will be covered by additional revenues or existing funds. Therefore, there will not be an increase in taxes or fees as a result of the amendment.

ATTACHMENTS: None

REPORT PREPARED BY: Finance Director

REPORT REVIEWED BY: CITY CLERK
CITY ADMINISTRATOR

RECOMMENDATION: Set May 17, 2015 as the Public Hearing Date for Amending the FY 15-16 Budget.



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: H-1

SUBJECT: Resolution Ordering Specifications, Form of Contract, Notice to Bidders, Setting the Public Hearing, and Authorizing the Taking of Bids and Authorizing Bid Opening in Connection with Furnishing Underground Electric Materials for the City of Pella.

DATE: April 19, 2016

BACKGROUND: This resolution sets the public hearing date as May 2, 2016 and authorizes the taking of bids for primary power cable, secondary cable, transformers, box pads, and street lights to be used in conjunction with the West Central Underground Conversion Project. 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. As with past conversion projects, a contractor will install the underground conduit system and set the primary transformer pads, and City staff will install the primary and secondary cables. It should also be noted, there will also be homeowner expenses associated with this project as the homeowner will be responsible for connecting to the new electric underground lines. Depending on the customer's existing service, this cost could vary from a nominal amount up to \$1,000.

Critical dates have been identified as:

April 26, 2016 - Bid Opening at 1:30 p.m. at City Hall
May 2, 2016 - Public Hearing at 7:00 p.m.

The material will be bid in six (6) separate bids with the estimated cost as follows:

<u>Description</u>	
Bid No. 1 – 15 kV Primary Power Cable	\$ 30,000
Bid No. 2 – 600V Secondary Cable	27,100
Bid No. 3 – Single Phase Padmount Distribution Transformers	35,150
Bid No. 4 – Transformer Box Pads	8,550
Bid No. 5 – Street Light Poles	29,400
<u>Bid No. 6 – Street Light Luminaires</u>	<u>10,500</u>
TOTAL	\$140,700

The City's portion of the project is tentatively scheduled to be completed in the fall of 2016. The estimated cost of this project is \$628,100 and will be funded through electric utility service revenues.

ATTACHMENTS: Resolution, Bid Specifications

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO. 5681

RESOLUTION ORDERING SPECIFICATIONS, FORM OF CONTRACT, NOTICE TO BIDDERS, SETTING DATE FOR PUBLIC HEARING, AND AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING THE BID OPENING IN CONNECTION WITH FURNISHING UNDERGROUND ELECTRIC MATERIALS FOR THE CITY OF PELLA

WHEREAS, the City Council has deemed it advisable and necessary to obtain certain materials for the project described in general as the West Central Underground Conversion project, and has caused to be prepared specifications and form of contract placed on file in the office of the Clerk for public inspection; and,

WHEREAS, before said specifications, form of contract, and contracts for material are entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids,

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

Section 1. That it is hereby determined that it is necessary and advisable to purchase certain materials for the project known as the East Washington Underground Conversion Project. Requesting bids for said materials set forth in the specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and letting, said materials being more generally described as follows:

- Bid No. 1 for 15 kV Primary Power Cable
- Bid No. 2 for 600V Secondary Cable
- Bid No. 3 for Single Phase Padmount Distribution Transformers
- Bid No. 4 for Transformer Box Pads
- Bid No. 5 for Street Lights Poles
- Bid No. 6 for Street Light Luminaires

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in the Pella Chronicle, a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four days nor more than forty-five days prior to April 26, 2016, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 1:30 p.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public

meeting as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on May 2, 2016 at 7:00 p.m.; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby designated as the authority to receive and open said bids on behalf of the City of Pella, Iowa; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the final plans, specifications, form of contract and estimate of costs for said project; said hearing to be at 7:00 p.m. on May 2, 2016.

PASSED and ADOPTED this 19th day of April, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

DGR
ENGINEERING



PELLA, IOWA

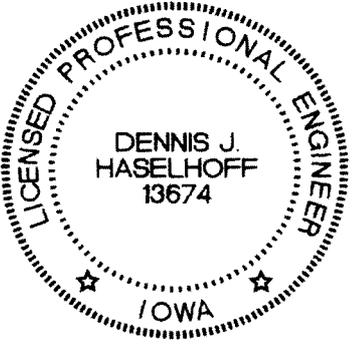
April 2016

DGR Project No. 414951

BIDDING DOCUMENTS
FOR
FURNISHING
ELECTRICAL MATERIALS

CITY OF PELLA
PELLA, IOWA

April 2016

	<p>This engineering document is a reproduction of a certified engineering document, the official copy which was certified by</p> <p><u>Dennis J. Haselhoff</u> <u>4-6-16</u> (Date)</p> <p>The official copy of this engineering document is on file at the office of the Owner.</p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
--	---

DGR Project No. 414953

DGR Engineering

Rock Rapids, IA • Sioux Falls, SD • Sioux City, IA • Ankeny, IA
(712) 472-2531 (605) 339-4157 (712) 266-1554 (515) 963-3488

**FURNISHING
ELECTRICAL MATERIALS**

**CITY OF PELLA
PELLA, IOWA**

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Bid No. 2 – 600V Secondary Power Cable	BF2-1 – BF2-2
Bid No. 3 – Single-Phase Padmount Distribution Transformers.....	BF3-1 – BF3-3
Bid No. 4 – Transformer Box Pads.....	BF4-1 – BF4-2
Bid No. 5 – Street Light Poles.....	BF5-1 – BF5-2
Bid No. 6 – Street Light Luminaires.....	BF6-1 – BF6-2
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NOTICE OF PUBLIC HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT, AND ESTIMATE OF COST FOR ELECTRICAL MATERIALS FOR CITY OF PELLA, IOWA, PELLA, IOWA, AND THE TAKING OF BIDS FOR FURNISHING OF SAID EQUIPMENT.

Notice is hereby given that sealed bids will be received by the City Clerk for **City of Pella, Iowa**, at the City Offices at 825 Broadway, Pella, IA 50219 before **1:30 PM**, on **April 26, 2016**, for the Furnishing Electrical Materials for City of Pella, Iowa. At said time and place, bids will be publicly opened, read and acted upon by the City Council at a subsequent meeting to be held on May 2, 2016 at 7:00 PM at which time and place the said Council will conduct a public hearing and consider adoption of the plans, specifications, and proposed form of contract for the material which are now on file at the City Offices. At said meeting, or at a later time and place as will then be fixed, the Council will act upon the bids.

There are six (6) separate bids consisting of the following electrical material:

Description

- Bid No. 1 – 15 kV Primary power cable
- Bid No. 2 – 600V Secondary cable
- Bid No. 3 – Single phase padmount distribution transformers
- Bid No. 4 – Transformer box pads
- Bid No. 5 – Street light poles
- Bid No. 6 – Street light luminaires

The above material shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Pella, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com, no deposit required.

Bids shall be submitted on a unit price basis as stated on the Bid Form.

Each bid shall be made out on a blank form furnished by the City and must contain either (1) a cashier's check or draft or check or share draft certified and drawn on a solvent State or National bank, in an amount equal to ten percent (10%) of the amount of the Bid; or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount not less than ten percent (10%) of the amount of the Bid. The bid security shall be made payable to City of Pella, Iowa. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the Utility as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post a satisfactory Performance Bond.

Payment to the Supplier will be made on the basis of one hundred percent (100%) of the base bid with in thirty (30) days of receipt of the materials in acceptable condition and associated invoice.

Delivery of the materials may start after execution of Contract Documents. All materials shall be delivered by the dates set in the Specifications.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference shall be given to Iowa domestic labor in the construction of said improvements.

The City may make the contract award to the lowest responsive, responsible bidder meeting specifications. The City reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Council also reserves the right to waive irregularities and to reject any or all bids.

Dated this 19th day of April, 2016.

CITY OF PELLA, IOWA

By /s/ Ronda Brown
City Clerk

INSTRUCTIONS TO BIDDERS

A. BIDDERS KNOWLEDGE.

Examination of Proposed Work. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding his or her bid.

B. BIDDERS QUALIFICATIONS.

Competency of Bidder. Bidders must be capable of performing the work bid upon. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work. The Bidder may be required to supply a detailed statement covering experience on similar work, list of machinery, plant, and other equipment which will be used on the proposed work and such statement of their financial resources as may be deemed necessary.

If the information and data requested by the City is not furnished, the City may consider the bidder non-responsive or non-responsible. The City reserves the right, in its sole and absolute discretion, to accept the Bid of a bidder despite the fact that said bidder has not submitted any information, list, data or statement requested.

The City reserves the right to reject any bid if the City determines, in its sole and absolute discretion, that the bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

C. METHOD OF BIDDING.

Preparation of Bid. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid/Offer form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or with a typewriter, at which he or she proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsible bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bidder's bid, unit prices shall govern.

For all work let on a unit price basis, the Engineer's estimate of quantities shown on the Bid is understood to be approximate only, and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of bidders and is not guaranteed.

D. SUBMISSION OF BIDS.

Use of Bid Form. Bidders will be furnished with bid forms giving the estimate of quantities needed to complete the work and the amount of bid security the Bidder is submitting with a bid. **Two copies of the completed bid form(s) and all supporting documentation shall be provided.**

Signatures on Bids. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws, of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.

Irregular Bid Prohibited. Any changes or alterations made in the official bid form, or any additions thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Council. Bids in which the unit prices are obviously unbalanced may be rejected.

Discrepancy in Documents. Should the Bidder find discrepancies, ambiguities or omissions from these documents, he/she/it should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.

Delivery of Bid. **Two copies of each bid form and all supporting documentation shall be provided.** Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Electrical Materials" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

City of Pella
Attn: City Clerk
825 Broadway
Pella, IA 50219

Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.

No electronic bids or modifications will be considered.

E. BID SECURITY.

Bid Guaranty. Each bid shall be accompanied by a bid bond in the form prescribed in the specifications or a cashier's or certified check or certified share draft drawn on a bank in the State of Iowa for the amount specified in the Notice to Bidders and made payable to the City of Pella, Iowa. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within ten (10) days after the acceptance of the bid, the bid security amount may be retained by the City as fixed and liquidated damages.

To be acceptable, the certified or cashier's check or certified share draft shall bear on its face the endorsement of a solvent bank as to the amount certified. An official authorized to bind the bank by his or her acts shall endorse the check.

Return of Bid Guaranty. The bid guaranty of unsuccessful bidders will be returned promptly after the award has been made. In no case will the bid guaranty be held longer than thirty (30) days without written permission of the Bidder, except that the bid guaranty of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

F. MODIFICATION OR WITHDRAWAL OF BIDS.

Bidders will be permitted to modify or withdraw their bids after they have been filed with the City Clerk, if a request is made in writing before the date and time specified for the receipt of bids. Modifications shall be so worded as not to reveal the amount of the original bid. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

G. EVALUATION OF BIDS.

It is the intent of the City to award one (1) contract for each material bid as is deemed to be in the best interest of the City. The City will be permitted to consider various bid prices based upon, but not limited to, needs of the City, quality of materials, life cycle costs, maintenance costs, and the lowest, responsive, responsible bid in determining the best interests of the City.

Rejection of Bids. The City hereby reserves the right to reject any and all bids, non-responsive bids, to waive informalities, and to enter into such contract or contracts as it shall deem to be for the best interest of the City of Pella.

H. TERMS AND CONDITIONS.

The Bidder is invited to attach his standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

I. TAXES.

The unit prices for material items in all bids shall include provisions for the payment of any taxes to the State.

J. PERFORMANCE BOND.

The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Iowa and in form acceptable to the Owner.

K. EXECUTION OF CONTRACT.

The Bidder to whom the contract has been awarded shall enter into contract with the City within ten (10) days after the award has been made. No bid shall be considered binding upon the City until the contract is properly executed by both parties and the contract bond filed.

The contract, when executed, shall be combined with all the Contract documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the owner or other persons.

L. CONTRACT AWARD.

Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for each of the Bids as is deemed to be in the best interest of the Owner. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner.

- In addition to cost, other items that will impact the award decision include the following:
- Support capabilities.
- Ability to meet specified delivery schedule.
- Conformance to project specifications.

M. CHANGES IN QUANTITIES.

The Bidder understands and agrees that the quantities called for in the Bid are approximate, and that the total number of material items upon which payment shall be made shall be set forth in the material contract and purchase order.

N. SHOP DRAWINGS.

Approval drawings will be required for certain materials as identified below to verify compliance with the specifications. Drawings shall be submitted to the Engineer within 10 days of the Notice of Award. Approval drawings shall be provided for the following:

- Single-phase transformers
- Street light poles
- Street light luminaires

O. MATERIAL DELIVERIES.

Materials specified within shall be purchased FOB, Pella, Iowa, Freight prepaid and included in quoted price. Materials shall be shipped in total or in truckload lots, minimum. Deliveries shall be arranged with the Owner. Acceptable delivery times are 8:00 a.m. to 3:00 p.m., Monday through Friday, working days only.

- The desired delivery date of the primary power cable is July 15, 2016.
- The desired delivery date for the 1Ø transformers is July 30, 2016.
- The desired delivery date for the box pads is June 30, 2016.
- The desired delivery date for the secondary cable is June 30, 2016.
- The desired delivery date for the street light poles/luminaires is July 30, 2016.

The Owner agrees to work in good faith with the Supplier to adjust the delivery schedule for any delays attributed to circumstances beyond the Supplier's control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.

P. WARRANTY.

The Supplier shall warrant that the materials included in the contract are free of defects for one (1) year from the delivery date. The Supplier shall repair or replace any materials found to be defective at no cost to the Owner. Any costs incurred by the Owner due to defective materials supplied by the Supplier shall be reimbursed to the Owner by the Supplier.

END OF SECTION

BID No. 1
15 kV PRIMARY POWER CABLE

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____

Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor. **Note: the Owner may accept non-firm bids that are presented as "subject to metals escalation" or similar provisions. If pricing of that nature is provided, a clear description of how pricing adjustments will be made shall be furnished, including metals base prices, pricing indexes, and quantity of metals in the material to be supplied.**
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>		<u>Unit Price</u>	<u>Extended Price</u>
1.	<u>15,000 ft.</u> more or less, 15 kV Power Cable Conductor: #1/0, Al., solid Insulation: 220 mil EPR Neutral: (16) #14 , round, Cu. Outer jacket: Insulating black polyethylene 6 reels @ 2,500 ft. per reel 0% to +5%	\$ _____	\$ _____

TOTAL BID \$ _____

Manufacturer: _____

Catalog No. _____

Delivery Date: _____

All materials shall be F.O.B., Pella, Iowa.

Dated this ____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

BID No. 2
600V SECONDARY POWER CABLE

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____

Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>		<u>Unit Price</u>	<u>Extended Price</u>
1.	<u>15,000 ft.</u> more or less, 600 V Power Cable Conductor: 2-#4/0 AL, stranded Neutral: 1-#2/0 AL, stranded Insulation: XLP Configuration: Triplexed Lengths: 1,000 ft. per reel	\$ _____	\$ _____
	Catalog No. _____		
2.	<u>2,000 ft.</u> more or less, 600 V Power Cable Conductor: 2-350 MCM AL, stranded Neutral: 1-#4/0 AL, stranded Insulation: XLP Configuration: Triplexed Lengths: 1,000 ft. per reel	\$ _____	\$ _____
	Catalog No. _____		
TOTAL BID (Items 1 and 2)			\$ _____

Manufacturer: _____

Delivery Date: _____

All materials shall be F.O.B., Pella, Iowa.

Dated this ____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

BID No. 3
SINGLE-PHASE PADMOUNT DISTRIBUTION TRANSFORMERS

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____
Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

7. The following information is offered in regard to the equipment type and delivery:

Manufacturer _____

Delivery Date _____

	<u>Base Outline</u>			
	<u>L</u>	<u>W</u>	<u>H</u>	<u>Weight</u>
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____

All materials shall be F.O.B., Pella, Iowa.

Dated this ____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

BID No. 4
TRANSFORMER BOX PADS

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____
Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>		<u>Unit Price</u>	<u>Extended Price</u>
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1. <u>19 ea.</u>	Box pad for 1Ø Padmount Transformer	\$ _____	\$ _____
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TOTAL BID \$ _____

Manufacturer _____

Catalog No. _____

_____ " L x _____ " W x _____ " H

Delivery Date _____

All materials shall be F.O.B., Pella, Iowa.

Dated this _____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

BID No. 5
STREET LIGHT POLES

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____

Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>		<u>Unit Price</u>	<u>Extended Price</u>
1. <u>42 ea.</u>	more or less, Street Light Pole Color: Galvanized	\$ _____	\$ _____
		TOTAL BID	\$ _____

Manufacturer: _____

Delivery Date: _____

All materials shall be F.O.B., Pella, Iowa.

Dated this ____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

BID No. 6
STREET LIGHT LUMINAIRES

TO: City Council
Pella, Iowa

FROM: Bidder's Name _____
Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein **do** include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the purchaser.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Pella, Iowa. The guaranteed delivery date shall be included in the bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to the City of Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>		<u>Unit Price</u>	<u>Extended Price</u>
1. <u>42</u> ea.	more or less, Street Light Luminaire Color: Gray	\$ _____	\$ _____
		TOTAL BID	\$ _____

Manufacturer: _____

Delivery Date: _____

All materials shall be F.O.B., Pella, Iowa.

Dated this _____ day of _____, 2016.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Phone No. (W) _____

E-mail _____

TECHNICAL SPECIFICATIONS
FOR FURNISHING
15 kV PRIMARY POWER CABLE

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. This specification is for 15 kV ethylene propylene insulated URD type power cable with concentric neutral and insulating jacket.
- B. Cable is intended for use on a 15 kV grounded wye system and shall be suitable for direct burial installation.
- C. The cable shall meet all applicable provisions of the current ANSI/ICEA Standard S-94-649 and AEIC Cable Specification No. CS8-00 except where they conflict with the requirements of this specification, in which case this specification shall apply.

PART 2 - PRODUCTS

2.01 15 KV PRIMARY POWER CABLE (JCN, EPR):

- A. Central Conductor:
 - 1. Central conductor shall be aluminum, solid or stranded as specified in the attached Bid.
 - 2. Solid-Aluminum: Aluminum 1350-H12 or H22, H14 or H24 in accordance with ASTM B609.
 - 3. Stranded-Aluminum: Aluminum 1350-H14 or H24, H142 or H242, H16 or H26 in accordance with ASTM B609 or aluminum 1350-H19 in accordance with ASTM B230. Concentric stranded conductors shall conform to ASTM B231 for Class B stranding.
- B. Conductor Shield:
 - 1. An extruded insulating or semi-conducting shield meeting the applicable requirements of Part 3 of ANSI/ICEA S-94-649 shall be provided. The minimum point thickness shall be in accordance with Table 3-1.

C. Insulation:

1. Insulation shall be ethylene propylene rubber (EPR) which meets all requirements of ANSI/ICEA publication S-94-649. The insulated cable shall fully comply with applicable provisions of AEIC Cable Specification No. CS8-00 including the limits on voids and contaminants, as per section D.1, method of examination per section G, and frequency of sampling as per ANSI/ICEA S-94-649 Table 9-5.
2. The nominal thickness of the insulation shall be 220 mils. The minimum and maximum thickness at any point shall be within the guidelines of Table 4-11 per ANSI/ICEA S-94-649.

D. Insulation Shielding:

1. A semi-conducting layer meeting the requirements of section 5 of ANSI/ICEA S-94-649 shall be extruded tightly over the insulation to serve as an electrostatic shield. The shield compound shall be compatible with the insulation. The voids and protrusion limits shall be in accordance with sections 5.3 and 5.4 of ANSI/ICEA S-94-649.
2. The thickness of the extruded insulation shield shall be in accordance with table 5-1 of ANSI/ICEA S-94-649.
3. The shielding shall be applied such that all conducting material can be easily removed without externally applied heat. Stripping tension values shall be in accordance with the applicable requirements of part 5.4 of ANSI/ICEA S-94-649.
4. The insulation shielding shall meet all applicable tests of Table 9-5 of ANSI/ICEA S-94-649.

E. Concentric Neutral:

1. A concentric neutral of annealed copper wires shall be spirally wound over the insulation shielding with uniform spacing between wires, in accordance with ASTM B3.
2. The number, size, and shape of wires shall be as specified in the Bid.
3. The length of lay of the neutral wires shall be not more than 8 times the diameter over the concentric wires.
4. If flattened or strap shaped wires are specified, the straps shall be of such dimensions to provide equivalent conductance not less than the conductance specified. The straps shall not have sharp edges. The thickness of the straps shall not be less than 20 mils.

F. Outer Jacket:

1. An insulating black linear low density polyethylene layer meeting the requirements of ANSI/ICEA S-94-649, Table 7-1 shall be extruded directly over the insulation shield and concentric neutral wires. The jacket shall fill the interstice area, leaving no voids.
2. The jacket shall be applied such that the neutral wires are equally spaced and they shall remain in intimate contact with the underlying extruded insulation shield.
3. The jacket shall be free stripping from the insulation shield and neutral wires without applying external heat.
4. The minimum and maximum thickness at any point of the jacket over metallic neutral wires or straps shall be per ANSI/ICEA S-94-649, Table 7-10.

G. Testing:

1. The following tests shall be performed on all lengths of cable shipped on this order:
 - a. A cold bend test shall be performed in accordance with the appropriate provisions of ANSI/ICEA S-94-649.
 - b. A spark test shall be performed in accordance with part 7.3.1 of ANSI/ICEA S-94-649 on all cable prior to its being wound on shipping reels.
 - c. The manufacturer shall measure each length of cable supplied to determine compliance with the dimensional requirements in Table 2-6 of the appropriate AEIC specification.
 - d. The manufacturer shall perform an apparent discharge test in accordance with ANSI/ICEA S-94-649 except with a maximum allowable discharge of 5 picocoulomb to full test voltage of 200 volts/mil.
 - e. The manufacturer shall perform an A.C. Voltage Withstand test in accordance with ANSI/ICEA S-94-649.
2. The manufacturer shall provide certified test reports on all of the above tests at the time of cable shipment.

H. Markings:

1. The cable shall have suitable markings on the outer surface of the jacket at regular intervals to indicate the manufacturer, conductor size, type of insulation, type of conductor, voltage rating, and year of manufacture. Markings shall also be applied sequentially for length and the required NESC direct buried electric cable symbol.
2. Marking shall include the use of multiple red stripes equally spaced around the cable.

I. Shipping:

1. Cable shall be shipped on non-returnable reels in lengths as specified in the Bid. The quantity of cable specified in the Bid shall not be exceeded. Reels shall be numbered by manufacturer for proper record keeping.
2. Watertight seals shall be applied to all cable ends to prevent the entrance of moisture during transit or outside storage.
3. Reels used for shipment shall be in good condition and free of sharp projections that would damage the cable. The drum shall be wrapped with heavy corrugated paper or equivalent prior to reeling cable and care shall be taken when lagging is installed to prevent cable damage.
4. The cable ends shall be secured to the reel in a manner to prevent cable damage and unreeling during shipment. The inside end shall be water sealed and secured to prevent "walkout" during unreeling.
5. The manufacturer shall be responsible for any damage resulting from improper packing, sealing or blocking of the reels during transit.
6. Identification tags for all reels shall be by use of a non-corrosive metal tag with embossed lettering firmly affixed with staples or nails to both the inside and outside of one flange. Reel tag information shall include:
 - a. Destination
 - b. Manufacturer's name and serial number
 - c. The gross and tare weights
 - d. The size, type, stranding, length and net weight of the conductor
 - e. Coding to test data can be correlated to each reel
 - f. Customer purchase order number

J. Evaluation of Bids:

1. Preference will be given to Bids with firm prices and short lead times.

K. Acceptable Manufacturers:

1. Okonite
2. Kerite
3. No equal.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS
FOR FURNISHING
600 V SECONDARY POWER CABLE

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. This specification covers the requirement for multi-conductor 600 volt cable suitable for wet and dry locations for direct burial in the earth or installation in ducts.
- B. The cable shall also be suitable for exposure to sunlight and other atmospheric environments.
- C. Temperature rating of conductor shall be 90° C.

PART 2 - PRODUCTS

2.01 600V SECONDARY POWER CABLE:

- A. Aluminum Conductor:
 - 1. Aluminum conductor shall be "flexible", with Class B stranded EC grade 8000 series alloy in accordance with the applicable provisions of ASTM B800 and B801.
- B. Insulation:
 - 1. Insulation shall be black cross-linked polyethylene meeting the requirements of EPCEA, S-66-524. The average thickness of insulation shall not be less than shown below:

<u>Conductor Size</u>	<u>Insulation Thickness</u>
2/0	80 mils
4/0	80 mils
350	95 mils

The minimum thickness shall not be less than 90 percent of these values.

C. Cables:

1. Cables shall be triplexed or quadruplexed with reduced sized neutrals as follows:

<u>Number, Size & Type of Phase Conductor</u>	<u>Number, Size & Type of Neutral Conductor</u>
(2) - 4/0 AWG Al.	(1) - 2/0 AWG Al.
(2) - 350 MCM Al.	(1) - 4/0 AWG Al.
(3) - 4/0 AWG Al.	(1) - 2/0 AWG Al.

2. Neutral of triplexed and quadruplexed groups shall be colored or striped yellow.
3. The neutral conductor shall also contain sequential footage markings.

D. Acceptable Manufacturers:

1. Prysmian
2. Southwire
3. No equal.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

FOR FURNISHING

SINGLE PHASE PADMOUNT DISTRIBUTION TRANSFORMERS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. These specifications describe new transformers to be built in accordance with applicable portions of ANSI/IEEE Standards No. C57.12.21 and C57.12.25, except where specific requirements of this specification takes precedence. Units shall meet short circuit withstand requirements of ANSI/IEEE C57.12.00.
- B. Transformer shall comply with the latest DOE efficiency standards and meet all the requirements.
- C. Furnish all transformers in accordance with the following ratings:

Single-phase	60 Hz
Coolant	Oil
Temperature Rise	65°C
Cooling	ONAN
Self-cooled kVA	See Bid Form

PART 2 - PRODUCTS

2.01 SINGLE PHASE PADMOUNT DISTRIBUTION TRANSFORMERS:

- A. High Voltage Winding:
 - 1. 12,470 grd Y/7,200 volts – 95 kV BIL
- B. Taps: None
- C. High Voltage Fusing:
 - 1. Partial range current limiting fuse in series with Bay-O-Net fault sensing fuse.
- D. High Voltage Terminals:
 - 1. Bushing wells with 2-200 amp removable loadbreak insert bushings, all copper current path, connected for loop design. Bushing wells shall be

externally clamped epoxy, rated 200 amp continuous, gasketed, all copper current path. Provide Elastimold, no equal.

2. Parking stands shall be included next to the bushing wells for each incoming high side connection.
3. Bushing arrangement shall be ANSI Type II design.

E. Low Voltage Winding:

1. 240/120 volts, 30 KV BIL

F. Low Voltage Terminals:

1. Three insulated 5/8" threaded copper studs with externally clamped epoxy bushings.
2. The bushings shall have 2.5" min. horizontal spacing and 5" min. vertical spacing.
3. Insulated neutral bushing shall be grounded to tank ground via external strap.

G. Low Voltage Winding Protection:

1. Internal secondary breaker with external on-off secondary breaker handle.

H. Impedance:

1. Impedance of the transformer shall be in accordance with NEMA and ANSI/IEEE standards.
2. Impedance of the transformer shall not be less than that impedance that results in a secondary fault current exceeding 65 kA assuming no source impedance.

I. Cooling:

1. Transformers shall be designed for continuous self-cooled operation.

J. Enclosure and Finish:

1. Enclosure shall utilize a flip-top access cover. Transformer shall be finished with a factory-applied standard green. Enclosure shall be of a tamper resistant design that meets NEMA NOSP TR-P9-1977 and ANSI C57.12.28. Security bolt shall be penta-head.

2. The transformer enclosure dimensions shall be the same for all transformers sizes bid, so one consistent pad size can be integrated.
3. The door dimension shall be sixteen (16) inches front to back.

K. Accessories:

1. One (1) automatic pressure relief.
2. Minimum of two (2) ground nuts.
3. Certification of PCB regulation compliance, via nameplate or internal decal.
4. 1.0" upper fill plug and 1.0" drain plug w/ sampling device in LV compartment
5. Permanent external, front-mounted, **stenciled lettering** indicating actual primary and secondary voltage ratings, and kVA size. Letters and numerals shall be **1" inch high, white in color**, UV resistant.
6. Permanent internally-mounted decal indicating "DANGER HIGH VOLTAGE". Minimum size shall be 6" x 6".
7. A second transformer nameplate shall be mounted externally on the front of the transformer in addition to the internally mounted nameplate.

L. Tests:

1. Certified test reports for losses shall be submitted to the Engineer by the transformer manufacturer upon delivery of the transformers.
 - a. No-load loss tests shall be performed on all transformers.
 - b. Full-load loss tests shall be performed on all transformers.
2. Purchase Price Adjustment: The total purchase price of the distribution transformer order shall be adjusted to reflect the difference between actual transformer test losses and the guaranteed transformer losses submitted with the Bid.
 - a. The adjustments shall be made in accordance with the per KW "cost of losses" submitted in the Bid.
 - b. No adjustment in purchase price shall be made if either of the test losses is less than the guaranteed losses.
 - c. The load and no load losses will be evaluated independent of each other. If one of the loss factors meets or is below the guaranteed

losses the resultant evaluation assessment will be zero and no credit will be added to the other loss evaluation assessment.

- M. Submittals: The following information shall be submitted at the time of the Bid:
1. Guaranteed losses
 2. Manufacturer
 3. Delivery date
- N. Acceptable Manufacturers:
1. ABB
 2. Cooper
 3. Ermco
 4. Howard
 5. No other manufacturer's transformers will be accepted unless written approval is given by the Owner and the Engineer.
- O. Approval Drawings:
1. Detailed drawings of the transformers shall be submitted to the Engineer for approval promptly after Award of Contract.
 2. Manufacture of the transformers shall not begin until drawings have been approved by Engineer.
- P. Evaluation of Bids:
1. Evaluation price, transformer dimensions, delivery date, and transformer design will be considered in the evaluation of Bids.
 2. Preference will be given to Bids with low evaluation price, physically small dimensions, and short lead times.

* * * END OF SECTION * * *

**TECHNICAL SPECIFICATIONS
FOR FURNISHING
TRANSFORMER BOX PADS**

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. This specification covers the requirement for a fiberglass box pad with a polymer concrete "hard top".

PART 2 - PRODUCTS

2.01 BOX PADS FOR SINGLE PHASE TRANSFORMERS:

- A. Box pad shall be furnished and properly sized for each single phase transformer size (kVA rating) listed in the Bid.
- B. Box pad shall be constructed of polymer concrete and hand laid up fiberglass.
- C. The top 4 inches shall be made of polymer concrete. Stainless steel inserts shall be provided for securing transformer to pad.
- D. Height of pad shall be twenty-four (24) inches.
- E. **The box pad manufacturer shall be responsible for coordinating with the transformer supplier regarding pad size, top opening, etc.**
- F. Acceptable Manufacturers:
 - 1. Hubbell, Type CDR "Hard Top"
 - 2. No equal.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

FOR FURNISHING

STREET LIGHT POLES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. This specification covers the requirement for lighting poles that are one-piece steel poles suitable for direct burial.

PART 2 - PRODUCTS

2.01 POLES:

- A. Lighting pole shall be one-piece steel, tapered poles with a 6' mast arm.
- B. Pole shall have a base suited for direct burial. A ground sleeve shall be install 12" above and 12" below ground line.
- C. Pole shall be 28' in length, with a luminaire mounting height of 25'-3".
- D. Pole shall have a load rating that meets the required mounting height, wind speed, luminaire weight, and total effective projected area.
- E. Pole shall be galvanized.
- F. Pole shall include a 4" x 6 1/2" minimum size handhole, 18" AGL. Hand hole shall include a cover of like pole color and secured with two (2) stainless steel tamper proof screws.
- G. Pole shall include two conduit entrances suitable for 2" conduit that are 24" from the base of the pole.
- H. Acceptable Manufacturers - galvanized:
 - 1. Valmont: EM50-750A280-6S-GV-HH-GRS-DBS
 - 2. Union Metal: 70950-Y64
 - 3. No equal.

I. Approval Drawings

1. Detailed drawings of the street light poles shall be submitted to the Engineer for approval promptly after Award of Contract. Manufacture of the equipment shall not begin until drawings have been approved by Engineer.

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS
FOR FURNISHING
STREET LIGHT LUMINAIRES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

- A. This specification covers the requirement for LED street light luminaires.

PART 2 - PRODUCTS

2.01 LUMINAIRES:

- A. Luminaire shall be LED with correlated color temperature 4000K, 70 CRI minimum or equivalent.
- B. Luminaire shall be rated 6,300 lumens with a 0-10V dimmable driver.
- C. Driver shall with a voltage rating of 120 – 277 VAC at 60 Hz.
- D. Luminaire shall have a Type II lighting distribution.
- E. Luminaire shall include a NEMA twistlock photocontrol receptacle.
- F. Shall have a surge protection external from the driver that shall meet ANSI C62.41 Cat. C (10kV/5kA).
- G. Luminaires shall be gray in color.
- H. Acceptable manufacturers are:
 - 1. American Electric Lighting, ATBS-H-MVOLT-R2-GY-DM
 - 2. GE Lighting.
 - 3. Owner approved equal.
- I. Approval Drawings
 - 1. Detailed drawings of the street light luminaires shall be submitted to the Engineer for approval promptly after Award of Contract. Manufacture of the equipment shall not begin until drawings have been approved by Engineer.

* * * END OF SECTION * * *

MATERIAL AGREEMENT

THIS AGREEMENT made as of ____, 2016 between _____ (hereinafter called the "Supplier"), and City of Pella, Iowa (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1. **Scope of Work:** The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier the equipment under Bid No. ____, in strict accordance with the documents entitled "**Furnishing Electrical Materials**" for City of Pella, Iowa".
2. **The Contract Documents:** The Contract Documents shall consist of this written Agreement, Bid Proposal, Notice of Public Hearing and Letting, Instructions to Bidders, Addendums issued numbers _____, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.
3. **Time of Completion:** The work to be performed under this contract shall be commenced upon execution of this Agreement and shall be fully completed by _____
4. **The Contract Sum:** The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$ _____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.
5. **Payment:** Payment to the Supplier will be made on the basis of one hundred percent (100%) of the base bid within thirty (30) days of receipt of the materials in acceptable condition and associated invoice.
6. **Termination:** This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement.
7. **Assignment:** The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.
8. **Partial Invalidity:** If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the

extent that they may be violative of law, but without invalidating the remaining provisions hereof.

9. **Waiver**: No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.
10. **Entire Agreement**: The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.
11. **Counterparts**: This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.
12. **Governing Law**: Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Marion County, State of Iowa or the United States District Court for the Southern District of Iowa. This transaction shall be governed by the laws of the State of Iowa.
13. **Notices**: All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

City of Pella
825 Broadway
Pella, IA 50219

If to Supplier:

14. **Casualty Insurance**: Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.
15. **Risk of Loss**: Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the

Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Buyer accepts the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

CITY OF PELLA, IOWA
Owner

Supplier

By _____

By _____

ATTEST:

ATTEST:

By _____

By _____

NOTICE OF PUBLIC HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT, AND ESTIMATE OF COST FOR ELECTRICAL MATERIALS FOR CITY OF PELLA, IOWA, PELLA, IOWA, AND THE TAKING OF BIDS FOR FURNISHING OF SAID EQUIPMENT.

Notice is hereby given that sealed bids will be received by the City Clerk for **City of Pella, Iowa**, at the City Offices at 825 Broadway, Pella, IA 50219 before **1:30 PM**, on **April 26, 2016**, for the Furnishing Electrical Materials for City of Pella, Iowa. At said time and place, bids will be publicly opened, read and acted upon by the City Council at a subsequent meeting to be held on May 2, 2016 at 7:00 PM at which time and place the said Council will conduct a public hearing and consider adoption of the plans, specifications, and proposed form of contract for the material which are now on file at the City Offices. At said meeting, or at a later time and place as will then be fixed, the Council will act upon the bids.

There are six (6) separate bids consisting of the following electrical material:

Description

- Bid No. 1 – 15 kV Primary power cable
- Bid No. 2 – 600V Secondary cable
- Bid No. 3 – Single phase padmount distribution transformers
- Bid No. 4 – Transformer box pads
- Bid No. 5 – Street light poles
- Bid No. 6 – Street light luminaires

The above material shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Pella, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com, no deposit required.

Bids shall be submitted on a unit price basis as stated on the Bid Form.

Each bid shall be made out on a blank form furnished by the City and must contain either (1) a cashier's check or draft or check or share draft certified and drawn on a solvent State or National bank, in an amount equal to ten percent (10%) of the amount of the Bid; or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount not less than ten percent (10%) of the amount of the Bid. The bid security shall be made payable to City of Pella, Iowa. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the Utility as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post a satisfactory Performance Bond.

Payment to the Supplier will be made on the basis of one hundred percent (100%) of the base bid with in thirty (30) days of receipt of the materials in acceptable condition and associated invoice.

Delivery of the materials may start after execution of Contract Documents. All materials shall be delivered by the dates set in the Specifications.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference shall be given to Iowa domestic labor in the construction of said improvements.

The City may make the contract award to the lowest responsive, responsible bidder meeting specifications. The City reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Council also reserves the right to waive irregularities and to reject any or all bids.

Dated this 19th day of April, 2016.

CITY OF PELLA, IOWA

By /s/ Ronda Brown
City Clerk



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO. H-2

SUBJECT: Resolution Approving Amendment #1 to Power Supply Agreement with Missouri River Energy Services and Western Minnesota Municipal Power Agency

DATE: April 19, 2016

BACKGROUND:

This resolution approves Amendment #1 to the City's power supply agreement with Missouri River Energy Services (MRES) and the Western Minnesota Municipal Power Agency (WMPA). The reasons for the amendment are to address the significant changes that have occurred in the way power is contractually delivered from MRES to the City of Pella. Listed below is an overview of the key terms of the proposed amendment.

Power Supply Delivery to the City of Pella

In the fall of 2015, the Western Area Power Administration (WAPA) joined the Southwest Power Pool (SPP), which is a Regional Transmission Organization (RTO). As a result, MRES is no longer able to deliver power and energy via a contractual path from WAPA to the City of Pella as identified in our current power supply contract. Rather, power resources are now contractually delivered via a financial transaction from the Midcontinent Independent System Operator (MISO), which is our RTO. Since power supply is no longer delivered via a contractual path, changes are necessary to our current power supply agreement to align with how power is contractually delivered to the City of Pella.

Enclosed for Council's review is a summary of Amendment #1 prepared by MRES. This document is intended to provide a high level overview of our power supply delivery and the various changes associated with Amendment #1.

Term of the Proposed Agreement

MRES is proposing an eleven year extension of our current power supply agreement. The proposed term is from January 1, 2017 to January 1, 2057. The reason for the extension is to accommodate the financing needs of our power supply provider. It is staff's understanding in order for MRES and WMPA to retain a strong credit rating, it is beneficial for them to have power supply contracts with their members with remaining terms between 25 to 40 years. In addition, long-term agreements also allow MRES the necessary security to plan for future generation needs for its members.

Termination of the Transmission Service Agreement

This resolution approves Amendment #1 to the City's current transmission service agreement with MRES and WMPA. The amendment in effect terminates our transmission service agreement as of January 1, 2017. The reason for the termination is the amended power sale agreement now contains the necessary provisions to provide transmission services to the City of Pella's delivery points. In addition, the annual transmission revenue currently collected under the existing transmission service agreement will now be collected under the power sale agreement.

Termination of the Midwest ISO Market Implementation Agreement

This resolution approves Amendment #1 to the City's current Midwest ISO Market Implementation Agreement with MRES and WMPA. The amendment in effect terminates our current market implementation agreement as of January 1, 2017. The reason for the termination is the amended power sale agreement now contains the necessary provisions to provide market services to the City of Pella, hence making our current agreement no longer necessary.

Summary

The City of Pella is nearing our five year anniversary as a member in Missouri River Energy Services. From staff's standpoint, we have been extremely pleased with our membership. In addition, we believe MRES is a vital component in managing our electric utility. Therefore, we are recommending approval of this resolution.

Finally, the Bradshaw Law Firm has reviewed the proposed amendment to our power sale agreement for legal compliance.

ATTACHMENTS: Resolution; Amended Power Supply Agreement; Amendment #1 to the Transmission Service Agreement; Amendment #1 to Midwest ISO Market Implementation Agreement; MRES Amendment Summary

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
BRADSHAW LAW FIRM

RECOMMENDATION: Approve Resolution

RESOLUTION NO. 5682

RESOLUTION TO APPROVE AMENDMENTS RELATING TO THE MISSOURI BASIN MUNICIPAL POWER AGENCY D/B/A MISSOURI RIVER ENERGY SERVICES PELLA POWER SALE AGREEMENT AND ASSOCIATED TRANSMISSION AGREEMENTS

WHEREAS, City of Pella, Iowa is currently purchasing all electric power and energy it requires to meet the needs of its customers (“Power Requirements”) from Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services (“MRES”), pursuant to the terms and conditions of the Pella Power Sale Agreement for a term extending through December 31, 2045; and,

WHEREAS, the Power Sale Agreement requires that MRES physically deliver power requirements to Pella over the Integrated System (“IS”) transmission facilities administered by Western Area Power Administration (“WAPA”); and,

WHEREAS, MRES has assisted Pella to obtain delivery of power and energy by acquiring transmission service within the Midcontinent Independent System Operator, Inc. (“MISO”) Regional Transmission Organization (“RTO”) and to facilitate such services, the parties have executed two transmission-related agreements: the Midwest ISO Market Implementation Agreement between MRES and Pella, and the Transmission Service Agreement between MRES and Pella; and,

WHEREAS, WAPA joined the Southwest Power Pool (“SPP”) RTO effective October 1, 2015, and the IS transmission facilities were moved into SPP (which now has functional control over those facilities) and, as a result, MRES can no longer physically deliver power and energy over the IS transmission facilities. Further, because all MRES Members are now in the footprint of either the MISO market or SPP market where power and energy are financial (and no longer physical) transactions, the various Power Sale Agreements, including the Pella Power Sale Agreement, no longer accurately reflect how power supply and the delivery of that power and energy are actually transacted in the RTOs. The RTOs, including SPP and MISO, operate energy markets and transmission networks that have fundamentally changed the way MRES provides power and energy to its Members under such agreements; and,

WHEREAS, these market changes require that Supplemental Power must be separated from Transmission Service because all MRES Members are located in one of two different RTOs that operate markets for energy (and capacity), and the physical delivery of power and energy (*i.e.* transmission service) is now separate from those actual commodities; and,

WHEREAS, it is mutually beneficial to all parties that the base term of the Pella Power Supply Agreement which currently continues up to 2046 be extended until 2057 to facilitate future financing of projects on the most advantageous terms and with the least impact on the wholesale power costs of Pella and other MRES Members; and,

WHEREAS, other changes proposed to the Power Sale Agreement will enable MRES to meet the new transmission service and energy market demands of the changing electric utility industry in a way that enhances the ability of MRES to effectively and economically provide Power Requirements and Transmission Service to Pella, will provide clarification to the existing obligations of the parties, will provide flexibility for Pella to provide for a limited amount of its customers' needs from its own local renewable resources, and will address the privacy and security of information on individuals; and,

WHEREAS, the City of Pella desires that MRES continue to plan for, provide, and arrange for delivery of all Supplemental Power and Transmission Service needed by Pella.

NOW THEREFORE BE IT RESOLVED by the City of Pella that:

- (1) The "Amendment 1 to the Missouri Basin Municipal Power Agency Pella Power Sale Agreement" among MRES, Western Minnesota Municipal Power Agency ("Western Minnesota"), and Pella is approved in the form presented; and
- (2) The "Missouri Basin Municipal Power Agency Pella Power Sale Agreement (as amended and restated effective January 2, 2017)" and "Schedule A" among MRES, Western Minnesota, and Pella are approved in the form presented; and,
- (3) The "Amendment 1 to Midwest ISO Market Implementation Agreement" between MRES and Pella is approved in the form presented; and,
- (4) The "Amendment 1 to the Transmission Service Agreement" between MRES and Pella is approved in the form presented.

BE IT FURTHER RESOLVED that Mayor James Mueller and City Administrator Mike Nardini shall be, and each of them acting individually hereby is, authorized and directed to execute and deliver to MRES each of the foregoing documents on behalf of the City of Pella, Iowa.

PASSED and ADOPTED this 19th day of April, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

MISSOURI BASIN MUNICIPAL POWER AGENCY
PELLA POWER SALE AGREEMENT

(as amended and restated effective January 2, 2017)

This Pella Power Sale Agreement was originally made as of the 9th day of June 2011, and is hereby amended and restated, and effective as of January 2, 2017 (referred to herein as “Agreement”), among MISSOURI BASIN MUNICIPAL POWER AGENCY, doing business as Missouri River Energy Services, a body corporate and politic organized under Chapter 28E of the Code of Iowa, and a public agency existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”), CITY OF PELLA, a municipal corporation of the State of Iowa (“Municipality”), and WESTERN MINNESOTA MUNICIPAL POWER AGENCY, a municipal corporation and political subdivision of the State of Minnesota (“Western Minnesota”). MRES, Municipality, and Western Minnesota are individually referred to as a “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, Municipality owns and operates an electric utility system and currently purchases all of its requirements for electric power and energy from MRES; and

WHEREAS, Municipality initially began taking services from MRES on a short term basis under a separate agreement, and has since that time determined to enter into a long-term arrangement, by executing this Agreement, with the Date of Initial Service as defined in Section 1; and

WHEREAS, MRES takes transmission service under a Network Integration Transmission Service Agreement with the Midcontinent Independent System Operator, Inc. (“MISO”) in the MidAmerican Energy Company (“MEC”) Joint Pricing Zone, as updated or amended from time to time (“NITS Agreement”); and

WHEREAS, concurrent with the original execution of this Agreement (a) Municipality, MRES, and Western Minnesota entered into an Asset Purchase Agreement (the “WS4 Purchase

Agreement”) pursuant to which Municipality offered to sell to Western Minnesota Municipality’s interest in Walter Scott Unit 4 (“WS4”), (b) Municipality and MRES entered into a separate agreement to sell to MRES all of the energy to which Municipality is entitled under its power purchase agreement with FPL Energy Hancock County Wind, LLC, and (c) Municipality and MRES entered into a separate agreement to dedicate to MRES the capacity of Municipality’s diesel generation, all as part of a comprehensive power supply arrangement; and

WHEREAS, concurrent with the original execution of this Agreement, Municipality and MRES entered into a separate Transmission Service Agreement to provide for delivery of the Power Requirements from the Western Area Power Administration’s (“WAPA”) Integrated System transmission system (referred to herein as the “IS”) to the interconnection point between MEC’s transmission system and Municipality’s transmission system; and

WHEREAS, Municipality became a member of MRES by executing the Agreement Establishing the Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services on June 9, 2011; and

WHEREAS, concurrent with the original execution of this Agreement, Municipality retired its local coal and gas generating plant located at 519 Oskaloosa Street in Pella, Iowa; and

WHEREAS, MRES has entered into or may enter into agreements for the sale of electric power and energy with other member Municipalities that own and operate electric utility distribution systems; and

WHEREAS, MRES has entered into a Power Supply Contract with Western Minnesota originally dated as of October 1, 1976, as subsequently supplemented, amended, restated, and updated, (“Power Supply Contract”) and may enter into future power supply contracts (such documents as they may be supplemented, amended, restated, or updated in accordance with the provisions thereof, and otherwise meet the requirements of this Agreement, being referred to collectively as the “Power Supply Contracts”), pursuant to which MRES will acquire power and energy from projects designated therein, or in a

supplement thereto, for the purposes of meeting the obligations of MRES to Municipality and to those Municipalities that purchase supplemental power supply and transmission service from MRES under the Power Sale Agreements (S-1) and to other members of MRES under other long term power sale agreements (“Other Power Sale Agreements (Non S-1),” and together with the Power Sale Agreements (S-1) all collectively referred to as “Municipal Power Sale Agreements”) with MRES; and

WHEREAS, the Power Supply Contract requires MRES to secure its obligations thereunder by a pledge and assignment to Western Minnesota (Western Minnesota shall be designated as the “Power Supplier,” and each future power supplier under a future Power Supply Contract shall be designated individually as a “New Power Supplier”) of its right, title and interest in and to certain revenues of MRES, including, without limitation, all payments to be made under this Agreement; and

WHEREAS, MRES is willing to plan for and provide to meet Municipality’s requirements for power and energy on an integrated resource MRES-system-wide planning basis as part of the MRES planning for all of its obligations under the Municipal Power Sale Agreements; and

WHEREAS, power and energy required by MRES to meet its obligations under the Municipal Power Sale Agreements will come from sources that may be within the geographic footprint of centralized electricity markets for the sale of capacity and/or energy (collectively referred to as “Markets”) governed by rules and tariffs established by the operator of the regional transmission system in the respective geographic region, *i.e.* MISO, the Southwest Power Pool (“SPP”), or any successor regional transmission organization (“RTO”), that will require MRES (a) to make arrangements for the supply of power or energy or both, (b) to separately make arrangements for the physical delivery of such power and energy (“Transmission Service”) to enable Municipality to accept that power and energy, and (c) to pay separately for each product in the respective market; and

WHEREAS, Municipality and other MRES members served under Municipal Power Sale Agreements are located within the geographic footprints of the Markets; and

WHEREAS, MRES will be better positioned to minimize the overall cost of power and energy for Municipality and for members served under Municipal Power Sale Agreements by clearly defining its obligation to supply power and energy to Municipality within the rules and tariffs of the Markets within which the members are located; and

WHEREAS, the separate transmission service necessary to deliver power and energy to or for the benefit of Municipality, as well as the costs associated with such service, define the delivery obligation of MRES, and such service shall be based on the actual cost of transmission to Municipality; and

WHEREAS, the Parties have agreed that the rate for power and energy sales and for transmission service under this Agreement will be the same rate that MRES charges Municipalities taking service under the Power Sale Agreements (S-1), plus an adder to the energy charge and an S-1 Resource Payment, as described below.

NOW THEREFORE, in consideration of the mutual undertakings herein contained the Parties hereto agree as follows:

Section 1. DEFINITIONS.

The following terms, when capitalized throughout this Agreement have the meanings stated, as follows:

- (a) Agreement – this Missouri Basin Municipal Power Agency Pella Power Sale Agreement, among MRES, Western Minnesota, and Municipality;
- (b) CTC – Competitive Transition Charge, as more specifically provided in Section 7(d) below;
- (c) Date of Initial Service – April 1, 2012, which was the first date on which MRES initiated service and Pella accepted such service pursuant to this Agreement;
- (d) Green Energy – an optional component of Power Requirements that allows Municipality to request that the Power Requirements sold by MRES to Municipality consist of an amount

comprised of energy derived from generation sources using renewable resources; also includes any capacity required to back up the Green Energy resources, as more specifically provided in Section 3 (a)(ii);

(e) Load Serving Requirements – certain minimum standards including but not limited to power factor, underfrequency load shedding, undervoltage load shedding, and other requirements that may be imposed by a third party, including but not limited to NERC, MRO, an RTO, or a transmission owner;

(f) Markets – collectively refers to the centralized capacity markets and/or energy markets operated by RTOs, including MISO and SPP;

(g) MEC – MidAmerican Energy Company;

(h) MISO –Midcontinent Independent System Operator, Inc., which is an RTO approved by the Federal Energy Regulatory Commission, such definition to include any successor organization, agency, or entity thereto;

(i) MRO – Midwest Reliability Organization, which is that regional entity to which NERC has delegated authority to ensure compliance with mandatory reliability standards, such definition to include any successor organization, agency, or entity thereto;

(j) Municipal Power Sale Agreement(s) – any one of a number of, or collectively all, of the contracts between MRES, Western Minnesota, and a Municipality or Municipalities for the supply of power, energy and related services, each as provided therein, including:

(i) Power Sale Agreements (S-1), and

(ii) Other Power Sale Agreements (Non S-1).

(k) Municipality – Pella, a municipal corporation of the Iowa, which owns and operates an electric utility system for the retail sale of electricity to consumers, and a member of MRES;

(l) Municipalities – collectively refers to Municipality and those municipalities that own and operate electric distribution utilities, all of which are members of MRES, and have entered into a Municipal Power Sale Agreement;

(m) NERC – North American Electric Reliability Corporation, which is that international electric reliability organization for North America which is responsible for assuring the reliability of the bulk power system, and subject to oversight by the Federal Energy Regulatory Commission and governmental authorities in Canada, such definition to include any successor organization, agency, or entity thereto;

(n) New Power Supplier – any entity with which MRES may hereafter enter into a contract providing for the acquisition by MRES of power supply resources pursuant to an agreement that satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge, as provided for in Section 26, and as more specifically provided in Section 27. New Power Supplier does not include MISO, SPP, or similar administrator of a Market;

(o) NITS Agreement – that certain Network Integration Transmission Service Agreement with MISO in the MEC Joint Pricing Zone, as such agreement may be updated or amended from time to time;

(p) Non-Tax Exempt Funds – funds that are not derived from the proceeds of debt the interest on which is excludable from the gross income of the owners under Tax Laws;

(q) Other Power Sale Agreements (Non S-1) – a power supply agreement among MRES, Western Minnesota, and a Municipality under terms substantively different than those of the Power Sale Agreements (S-1);

(r) Point(s) of Delivery – refers to a location(s) that represents the boundary of the transmission facilities that are under the functional control of an RTO at or near the town gate of Municipality, as is specifically defined for Municipality in Schedule A, and as such schedule may be revised from time to time;

(s) Point(s) of Measurement – refers to the interconnection point between Municipality’s distribution system and the transmission/sub-transmission system, as is specifically defined for Municipality in Schedule A, and as such schedule may be revised from time to time;

(t) Power Requirements – the maximum amount of all power, energy, and related products and services required by Municipality to meet the needs of all of its consumers, on a load following basis, as more specifically provided in Section 3;

(u) Power Sale Agreement(s) (S-1) – power sale agreements among MRES, Western Minnesota, and Municipalities, entered into for the sale of supplemental power and transmission service with certain members of MRES, also commonly referred to as “S-1 Agreements;”

(v) Power Supplier – pursuant to the Power Supply Contract, means Western Minnesota;

(w) Power Supply Contract – that agreement between MRES and Western Minnesota, dated as of October 1, 1976, as supplemented as of June 1, 1983, amended and restated as of November 1, 1985, as amended and restated as of July 1, 2003, and as amended and restated as of September 15, 2006, and updated as of August 12, 2010, October 14, 2010, June 9, 2011, December 15, 2011, and July 12, 2012, pursuant to which MRES will acquire power and energy from projects designated therein or in a supplement thereto for the purposes of meeting the obligations of MRES to Municipalities under Municipal Power Sale Agreements;

(x) Precedent Condition – refers to the sale by Municipality of its interest in WS4 to Western Minnesota and/or another entity or entities on or before November 1, 2011, pursuant to, and in accordance with, the terms and conditions of the WS4 Purchase Agreement;

(y) Prudent Utility Practices – any of the practices, methods, and acts at a particular time which, in the exercise of reasonable judgment in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition;

(z) REC(s) - Renewable Energy Credit(s), are credits or certificates that represents the renewable environmental attributes from the generation of one Megawatt-hour of electricity from resources that qualify within the applicable definition of “renewable” under state or federal law;

(aa) RTO(s) – Regional Transmission Organization(s) and/or Independent System Operator(s), nine of which have (to date) been approved by the Federal Energy Regulatory Commission to independently operate the electric power grid minute-by-minute in established geographic regions to ensure that power and energy gets to customers, to eliminate power shortages, and to administer approved transmission tariffs for fair and non-discriminatory access to the power grid;

(bb) S-1 Supplemental Power Rate Schedule – the Rate Schedule B that provides for the rates, terms, and conditions pursuant to which Municipality shall pay MRES for all Power Requirements, as such schedule may be revised from time to time, pursuant to Section 7, Rates, and pursuant to the S-1 Agreement, Section 7, Rates;

(cc) S-1 Transmission Rate Schedule – the Rate Schedule C that provides for the rates, terms, and conditions pursuant to which Municipality shall pay MRES for all Transmission Service, as such schedule may be revised from time to time, as more specifically provided in Section 7, Rates, and pursuant and to the S-1 Agreement, Section 7, Rates;

(dd) SPP – Southwest Power Pool, Inc., which is an RTO approved by the Federal Energy Regulatory Commission, such definition to include any successor organization, agency, or entity thereto;

(ee) Tax Laws – Federal income tax laws governing or affecting the exclusion of interest on debt from the gross income of the owners for Federal income tax purposes (whether then outstanding or thereafter to be issued), as those laws may be amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder, or as affected by a decision of any court of competent jurisdiction; any reference to debt for which the exclusion of interest from gross income of the owners for Federal income

tax purposes shall also include any debt for which a federal tax credit is allowed to the issuer or owner of the debt, commonly known as “tax advantaged bonds” such as Build America Bonds, Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds or similar obligations as shall be permitted under current or future provisions of the Internal Revenue Code of 1986, as amended;

(ff) Term – the dates during which this Agreement shall be effective, as more specifically provided in Section 2;

(gg) Transmission Service – those products and services necessary to deliver Power Requirements to the Point(s) of Delivery to Municipality;

(hh) Transmission Zone – a defined location within an RTO which relates to a pricing region that includes specifically identified transmission facilities used to deliver power and energy;

(ii) Uncontrollable Forces – shall include but not be limited to those items of *force majeure* as more specifically provided in Section 13(a);

(jj) Western Minnesota – Western Minnesota Municipal Power Agency, a Minnesota municipal corporation and political subdivision, organized under Minnesota Statutes Chapter 453;

(kk) WS4 – the Walter Scott Unit 4, coal-fired generation unit located near Council Bluffs, Iowa; and

(ll) WS4 Purchase Agreement – that certain Asset Purchase Agreement entered into among Municipality, MRES, and Western Minnesota pursuant to which Municipality offered to sell its interest in WS4.

Section 2. TERM

(a) This Agreement as originally executed and delivered by Municipality became effective on June 9, 2011. This Agreement shall remain in effect for a Term extending through Hour Ending 2400 on January 1, 2057. Upon the expiration of the Term, this Agreement shall remain in effect as permitted by law unless and until terminated by MRES or Municipality upon not less than one year’s written notice.

(b) The Parties' obligations to perform their respective duties under this Agreement, including without limitation, the obligation of MRES to sell and deliver the Power Requirements (as defined below) to Municipality, were originally contingent on the Precedent Condition. The Precedent Condition was satisfied on or before November 1, 2011, and WS4 was sold to another entity. As a result, all contingencies were removed and/or satisfied and this Agreement remains in full force and effect.

(c) If MRES offers to extend the Power Sale Agreement (S-1) with a majority of S-1 members, Municipality will be provided the option to extend a similar agreement to the agreement offered to the S-1 members on the same terms and rates, consistent with this Agreement.

Section 3. SALE OF POWER AND ENERGY.

(a) Power Requirements obligation. Beginning on the Date of Initial Service, MRES shall sell to Municipality, and Municipality shall purchase and receive from MRES, for the term of and as provided in this Agreement, all Power Requirements of its consumers and its system, on a load following basis. Power Requirements includes all products and services to acquire power and energy, which includes but is not limited to ancillary services, reserves of any type, congestion, and energy losses related to Power Requirements, regulation and frequency response, reactive supply and voltage control from generation sources, and any other related products or services. Power Requirements does not include any Transmission Service. The obligation of MRES under this Section 3(a) shall be subject to the following conditions:

(i) RECs. Each year, MRES will retire on behalf of Municipality an amount of RECs such that the proportion of the RECs to MRES energy sold to Municipality is equivalent to the proportion of RECs to energy sold by MRES to its members located in Iowa that are served under the S-1 Agreements in order to satisfy applicable state and/or federal renewable energy standards. As an example, if during any period MRES retires on the behalf of its Iowa S-1 members RECs to meet renewable energy standards equivalent to two percent of their energy purchases from MRES, then the amount of RECs MRES retires to meet renewable energy standards on behalf of Municipality shall be equivalent to two

percent of Municipality's energy purchases from MRES during that same period, under this Agreement. The cost of RECs is included in the rate charged for Power Requirements under this Agreement.

(ii) **Green Energy Component of Power Requirements.** Upon the written request of Municipality, the Power Requirements sold by MRES to Municipality shall consist of an amount, specified by Municipality, for a mutually agreeable term of years, comprised of Green Energy. MRES will select generation sources to provide Green Energy that qualify within the applicable definition of "renewable" energy under state or federal law. The revenue requirements of MRES for acquiring and providing Green Energy will be separated from the revenue requirements associated with the system supply comprising the remainder of its Power Requirements, and the cost of the Green Energy will be separately charged to Municipality.

(b) In meeting its obligations under this Agreement to provide Municipality's Power Requirements, MRES shall obtain and provide resources in accordance with an integrated resource supply planning process, including demand-side resources and programs available to Municipality which can be accommodated in an MRES-system-wide program.

(c) Municipality hereby commits itself to take and pay for all of the Power Requirements made available to Municipality. Payments for Power Requirements shall be made at rates established in accordance with the provisions of Section 7 of this Agreement.

Section 4. **REQUIREMENTS TO RECEIVE POWER REQUIREMENTS.** Power and energy to be furnished hereunder shall be alternating current, three phase, sixty hertz. Municipality shall make and pay for all connections, if any, between the system of Municipality and the system of, or available to, MRES at the Point(s) of Delivery.

Section 5. MEASUREMENT OF POWER REQUIREMENTS AND TRANSMISSION SERVICE.

For the purpose of determining amounts due for the Power Requirements and Transmission Service provided under this Agreement, the Point(s) of Measurement shall be as specifically defined in Schedule A, which may be revised from time to time by mutual agreement of Municipality and MRES. When power and energy is furnished at two or more Points of Measurement, the rates for Power Requirements and Transmission Service as set forth in Section 7 shall apply separately to each service supplied at each Point of Measurement taking into consideration through-flows to other electric systems. The total demand shall be determined by combining the recorded integrated demand at each Point of Measurement during the same interval, *provided, however*, that where the meter readings are considered separately and Municipality's system may be interconnected between Points of Measurement during emergencies, the meter readings at any Point of Measurement will be adjusted when necessary to compensate for duplication of power and energy recorded by meters at alternate points of measurement due to energy conditions which are beyond Municipality's control or temporary conditions caused by scheduled load switching or outages.

Section 6. TRANSMISSION SERVICE.

(a) MRES shall sell to Municipality, and Municipality shall purchase and receive from MRES, for the term of and as provided in this Agreement, Transmission Service necessary to deliver Power Requirements to the Point(s) of Delivery to meet the needs of Municipality. The charges for Transmission Service shall be set forth in the S-1 Transmission Rate Schedule C, and shall include a separate charge assessed to Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(b) The Point(s) of Delivery shall be as specifically defined in Schedule A. The Points of Delivery, Points of Measurement, delivery voltage, power factor, special conditions, and other conditions of service as necessary for MRES to perform its obligations under this Agreement shall all be set

forth in Schedule A, which may be revised from time to time to include other Point(s) of Delivery and conditions of service. Schedule A may be revised by mutual agreement of Municipality and MRES. In the event that the Point(s) of Delivery set forth in Schedule A for Power Requirements are not on Municipality's electric system, Municipality shall be responsible for making separate provision for transmission of power and energy to its system, including the installation and maintenance of any facilities required for it to receive such power and energy into its system.

(c) As a requirement of receiving Transmission Service, Municipality shall meet the Load Serving Requirements unless it is determined by MRES that nonconformance with a Load Serving Requirement will not adversely impact any generating or transmission facilities with which Municipality is interconnected; *provided, however*, that nothing in this Agreement shall be construed to relieve Municipality of any obligation to meet the Load Serving Requirements between Municipality, or between MRES on behalf of Municipality, and any third party, as may be appropriate.

(i) If Municipality fails to meet a Load Serving Requirement, MRES shall have the right, but not the obligation, to remedy any issue associated with the deficiency and directly charge Municipality for reimbursement of any associated costs.

(ii) To the extent MRES is assessed any fines or charges due to Municipality's failure to meet a Load Serving Requirement, MRES shall directly charge to Municipality and Municipality shall pay to MRES the cost of such fines or charges as a separate charge, and MRES shall not include the cost of such fines or charges in the determination of the revenue requirements used to establish rates under this Agreement or the Municipal Power Sale Agreements.

(d) Municipality hereby commits itself to take and pay for all of the Transmission Service made available to Municipality. Payments for Transmission Service shall be made at rates established in accordance with the provisions of Section 7 of this Agreement.

Section 7. RATES AND S-1 RESOURCE PAYMENT.

(a) Municipality shall pay MRES for all Power Requirements furnished hereunder at the rates and on the terms and conditions set forth in the S-1 Supplemental Power Rate Schedule adopted pursuant to the S-1 Agreements, attached hereto as Schedule B and made a part hereof, as such schedule is initially established and shall be adjusted from time to time, as provided by the S-1 Agreements, plus the Rate Adder as described herein. Municipality also shall pay MRES for all Transmission Service at the rates, terms and conditions set forth in the S-1 Transmission Rate Schedule adopted pursuant to the S-1 Agreements, attached hereto as Schedule C and made a part hereof, as such schedule is initially established and shall be adjusted from time to time, as provided by the S-1 Agreements. In the event MRES makes available Power Requirements at the Point(s) of Delivery but Municipality fails to take or receive such electric power and energy, Municipality shall pay MRES for such availability in an amount equal to the product of the demand charge and energy charge for Power Requirements in the S-1 Supplemental Power Rate Schedule B and the kilowatts and kilowatt-hours that would have otherwise been taken as evidenced by the total power and energy consumed by Municipality's customers during the billing period, plus the Rate Adder. The amount of Power Requirements service shall be determined in the same manner as for the previous month. In the event MRES makes available Transmission Service but Municipality fails to take or receive such service, Municipality shall pay MRES for the cost of such service. The amount of Transmission Service shall be determined in the same manner as for the previous month. The obligation of Municipality to make such payments for Power Requirements and for Transmission Service furnished pursuant to this Agreement shall not be subject to any rights of setoff, recoupment or counterclaim which Municipality may otherwise have against MRES; *provided, however*, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against MRES under this Agreement or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Municipality is subject to the same rates, terms and conditions as are set forth in the S-1 Supplemental Power Rate Schedule, Schedule B, as MRES S-1 Members, plus the Rate Adder and S-1 Resource Payment as described below, unless otherwise specified differently in this Agreement. MRES shall establish and maintain rates contained in Schedule B which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of MRES for service under this Agreement and Municipal Power Sales Agreements, which revenue requirements shall, to the extent that other revenues of MRES, including but not limited to revenue from sales of surplus power and energy, and revenue from RTOs for transmission facilities owned by Western Minnesota or MRES, have not been actually applied to meet such requirements, and includes, without limitation:

(i) Demand Charge for Power Requirements: Municipality shall pay MRES for the demand portion of all Power Requirements furnished at the rates defined as “Demand Charge for Supplemental Power” in Schedule B.

(ii) Energy Charge for Power Requirements: Municipality shall pay MRES for the electric energy portion of all Power Requirements furnished at the rate defined as “Energy Charge for Supplemental Power” in Schedule B.

(iii) Power Cost Adjustment: Municipality is subject to the “Supplemental Power Cost Adjustment” on the electric energy portion of the Power Requirements in Schedule B.

(iv) Rate Adder: A \$0.0030 per kilowatt hour Rate Adder in addition to the charges specified in Schedule B shall be charged for all electric energy purchased by Municipality starting the Date of Initial Service and terminating after the 10th anniversary of the Date of Initial Service.

(c) MRES may include in the charges for Power Requirements a separate surcharge if Municipality (i) elects to arrange for Green Energy as part of its Power Requirements, or (ii) is subject to a CTC, or (iii) is subject to any other surcharge as provided in this Agreement.

(d) In addition to revenues collected through the rates collected in Schedule B, MRES may establish a CTC to collect the portion of its revenue requirements that MRES determines may make its existing rates exceed market levels in any of the states that restructure the regulation of their electric utility industries to promote the introduction of a competitive retail access environment and in which MRES sells power and energy under this Agreement, or the Municipal Power Sale Agreements. The CTC for

Municipality shall be determined consistent with the calculation of any CTC established under the S-1 Agreements. The CTC charged to Municipality will be stated as a separate charge on Municipality's bill and shall be payable without relationship to the amount of power and energy purchased by Municipality in any individual month.

(e) **Transmission Service:** Municipality shall pay MRES for Transmission Service at the rate contained in S-1 Transmission Rate Schedule, Schedule C, which shall include a separate charge assessed to Municipality that reflects the pricing of the Transmission Zone in which Municipality is located, and which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of MRES, which revenue requirements shall consist of all costs to MRES of meeting its Transmission Service obligation, pursuant to Section 6, and which shall consist of:

- (i) the cost from an RTO for Network Integration Transmission Service;
- (ii) the cost from an RTO for transmission expansion plans and related network upgrades;
- (iii) the cost from an RTO or other entity for directly assigned transmission facilities;
- (iv) the cost incurred from an RTO or other entity for undervoltage, under-frequency, and inadequate power factor;
- (v) any other cost incurred from an RTO or other entity for providing Transmission Service to Municipality;
- (vi) the cost of grandfathered transmission agreements for Transmission Service to Municipality; and
- (vii) the cost to MRES of administration and general overhead associated with meeting the Transmission Service obligation of MRES.

The S-1 Transmission Rate will include a separate charge assessed to each of the Municipalities that reflects the pricing of the Transmission Zone in which each is located, including Municipality. For purpose of calculating the charges for Transmission Service, Municipality shall be treated like the S-1 members located within the MISO footprint so long as Municipality is in the MISO footprint.

(f) MRES will review the rates paid pursuant to this Section 7, including those rates that are based on those established pursuant to the Power Sale Agreements (S-1), at such intervals as it determines appropriate, but in any event not less frequently than once each calendar year and, if necessary, shall revise the S-1 Supplemental Power Rate Schedule B, the S-1 Transmission Rate Schedule C, or any other applicable rate schedule, to ensure that the rates thereunder continue to cover its estimate of its revenue requirements.

(g) In connection with any revision of the S-1 Supplemental Power Rate Schedule B or the S-1 Transmission Rate Schedule C, or any other applicable rate schedule, MRES shall cause a notice in writing to be given to Municipality in the same manner as all Municipalities taking services under the S-1 Agreements. Such notice shall set out the revised S-1 Supplemental Power Rate Schedule B, the revised S-1 Transmission Rate Schedule C, and/or revisions to any other applicable rate schedule, with the effective dates of each such revision being not less than thirty (30) nor more than ninety (90) days after the date of the notice. Municipality agrees that such revised S-1 Supplemental Power Rate Schedule B, revised S-1 Transmission Rate Schedule C, and/or the revised version of any other applicable rate schedule, as determined from time to time by the Board of Directors of MRES, shall be deemed to be substituted for the S-1 Supplemental Power Rate Schedule B and the S-1 Transmission Rate Schedule C, as they are initially adopted, revised and then in effect, and/or any other applicable rate schedule, and agrees to pay for Power Requirements and Transmission Service made available by MRES to it pursuant to this Agreement after the effective date of such revisions in accordance with the revised Schedule B, Schedule C, or any other applicable rate schedule. To the extent that Schedule B, Schedule C, or any other applicable rate schedule is, or any or all are, restructured so that the rate elements in effect on date of execution of this Agreement, or any amendment hereto, cease to exist or are materially changed, the Parties will discuss whether and, if so how, to revise the charges under this Agreement to accord with the restructuring of Schedule B, Schedule C, and any other applicable rate schedule, so that, except for the

Rate Adder (and the S-1 Resource Payment), Municipality is treated comparably under this Agreement to Municipalities under the Power Sale Agreement (S-1).

(h) Municipality acknowledges and agrees that MRES, pursuant to the terms of the Power Supply Contract, is entitled to the capacity, energy and other benefits of certain reliable and low-cost electric generating resources owned or controlled by Western Minnesota, and that Municipality will share in the benefit of these reliable and low-cost resources through its purchase and receipt of power and energy from MRES under this Agreement. In consideration for Municipality's right to share in these benefits through the purchase and receipt of Power Requirements and Transmission Service under this Agreement, and as a condition to the obligation of MRES to perform its obligations under this Agreement, Municipality shall irrevocably pay to MRES by wire transfer on April 2, 2012, the sum of Eight Million Four Hundred Sixty Thousand Dollars (\$8,460,000) (the "S-1 Resource Payment"). The Parties acknowledge and agree that the S-1 Resource Payment, along with the Rate Adder described in Section 7(b)(iv) above, fully and fairly compensate MRES for Municipality's right to share in the benefit of the above-described generating resources through the purchase of reliable and low-cost power and energy from MRES under this Agreement. To secure and fund payment of the S-1 Resource Payment by Municipality, Municipality shall pay and deliver to Wells Fargo Bank, National Association, as escrow agent, the sum of \$8,460,000 on the day immediately following the day upon which the Precedent Condition is satisfied, as described in Section 2(c) above, to be held and disbursed to MRES pursuant to the terms of an escrow agreement. Pella and MRES hereby acknowledge that the Precedent Condition was satisfied and that Pella timely made such S-1 Resource Payment, as described above.

Section 8. COVENANTS OF MRES.

MRES shall endeavor to market and dispose of, under the most economically advantageous terms and conditions obtainable, all surplus power and energy obtained from its power supply resources, and which in the sole judgment of MRES can be disposed of without otherwise adversely affecting performance by MRES under this Agreement, and the Municipal Power Sale Agreements.

Section 9. COVENANTS OF MUNICIPALITY

(a) Municipality agrees to maintain rates for power and energy to its consumers which shall provide to Municipality revenues sufficient to meet its obligations to MRES under this Agreement, including the rates and S-1 Resource Payment, as set forth in Section 7, as the same may be revised from time to time, and to pay all other obligations payable from, or constituting a charge or lien on, such revenues. Payments made under this Agreement shall be made as operating expenses from the revenues of Municipality's electric utility system and from other funds thereof legally available therefor, and such payments shall be in addition to and not in substitution for any other payments whether on account of dues or otherwise owed by Municipality to MRES.

(b) Municipality shall not sell at wholesale any of the power and energy delivered to it hereunder to any customer of Municipality for resale by that customer, unless such resale is specifically approved in writing by MRES, which approval shall not be unreasonably withheld.

(c) Municipality shall not take any action to transfer either its electric distribution facilities or control over its electric distribution functions or take any other action having the same effect without (i) notifying MRES at least 90 days before formally committing to the action, and (ii) taking such action strictly in conformance with the provisions of Section 17.

Section 10. METER READINGS AND PAYMENT OF BILLS.

(a) MRES shall read meters or cause meters to be read at monthly intervals. Appropriate operating procedures shall be established by MRES with Municipality, and third party transmission providers if necessary, to determine monthly the amount of Power Requirements and Transmission Service furnished hereunder. Payments due under this Agreement shall be made monthly by Automated Clearing House (ACH) as initiated by MRES, within fifteen (15) days after the bill therefor is mailed to Municipality, such bill to be provided to Municipality monthly on a prompt and timely basis. If the fifteenth day is a Sunday or a legal holiday in Iowa, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charges set forth in the

S-1 Supplemental Power Rate Schedule B, the S-1 Transmission Rate Schedule C, and/or any other applicable rate schedule. MRES may, whenever any amount due remains unpaid after the due date and after giving 15 days' advance notice in writing of its intention to do so, discontinue service hereunder or take all steps available to it under applicable law to collect such amount and all subsequent payments which shall have become due or both. MRES may, whenever any amount due remains unpaid for 120 or more days after the due date and after giving 30 days' advance notice in writing of its intention to do so, terminate this Agreement. No such discontinuance or termination shall relieve Municipality from liability for payment for Power Requirements or Transmission Service furnished hereunder.

(b) In the event Municipality desires to dispute all or any part of a bill, Municipality shall nevertheless pay the full amount of the bill when due, and within 60 days from the date of the bill, notify MRES in writing of the grounds on which any charges in the bill are disputed and the amount in dispute. Municipality will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of MRES within the time and in the manner herein specified.

Section 11. METERING.

(a) MRES shall either furnish or cause to be furnished, own, install and maintain the necessary metering equipment required to measure and record the Power Requirements and Transmission Service furnished hereunder or rely on existing meters already in place. If the latter, Municipality and MRES shall cooperate to reach agreement with the owner(s) of any existing meters to provide MRES with the capability to read such meters remotely. Metering equipment shall provide a continuous record of the thirty (30) minute integrated total demand along with associated energy of Municipality during each billing period through the term of this Agreement.

(b) MRES shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards in accordance with industry practices and at test intervals of not more than five years. MRES shall also make or cause to be made special meter tests at any time at Municipality's request. The costs of all tests shall be borne by MRES; *provided, however*, that if any special meter test

made at Municipality's request shall disclose that the meters are recording accurately, Municipality shall reimburse MRES for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such test; *provided, however*, that no correction shall be made for a longer period unless MRES and Municipality mutually agree thereto. Should any meter fail to register, the Power Requirements and Transmission Service delivered during such period of failure shall for billing purposes be estimated by MRES and Municipality from the best information available. MRES shall notify Municipality or cause Municipality to be notified in advance of the time of any meter reading or test so that Municipality's representative may be present at such meter reading or test.

(c) For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service caused by inability to deliver, Demand Charges for Power Requirements hereunder shall be proportionately adjusted by MRES in the ratio that the number of hours that service is furnished to Municipality (in such fractional billing period) bears to the total number of hours in the billing period involved.

Section 12. RIGHT TO ACCESS. Duly authorized representatives of MRES and Municipality shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Agreement.

Section 13. UNCONTROLLABLE FORCES.

(a) Neither MRES nor Municipality shall be considered to be in default in respect to any delay or failure to carry out any obligation hereunder (other than the obligation of Municipality to take and pay for Power Requirements and Transmission Service made available hereunder) if prevented from fulfilling such obligations by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purposes of this Agreement to mean any forces caused by or resulting from acts or events beyond

the control of the Party affected, including but not limited to, acts of God; failure of facilities; flood, earthquake, explosion, storm, lightning, fire; epidemic, pestilence; war, hostilities (whether war is declared or not), invasion, riot, civil disturbance, labor disturbance, sabotage, terrorist threats or acts whether foreign or domestic, cyberattack; national or regional emergency; extraordinary actions, restraint, orders, or regulations by government, court, or public authority, the terms of which cannot be reasonably anticipated in advance with adequate notice to make arrangements to avoid the effect of such actions, restraint, orders, or regulations; the inability of MRES, an RTO, a Market, or any successor organizations(s) to deliver energy; embargoes or blockades in effect on or after the date of this Agreement; or any other events, whether similar or dissimilar, beyond the control of the affected Party, any one or all of which by due diligence and foresight such Party could not reasonably have been expected to avoid. The Party affected shall, if practicable under the circumstances, give notice of the uncontrollable forces to the other Party within a reasonable time, stating the period of time the occurrence is expected to continue, if known. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability and to minimize the effects of such uncontrollable forces, to the extent within its control, with all reasonable dispatch.

(b) If MRES is rendered unable to meet some or all of its obligations to provide Power Requirements to Municipality because of uncontrollable forces, including those affecting the ability of MRES to acquire from MISO power and energy, or Transmission Service, MRES shall permit Municipality to operate any generation owned by Municipality, or to acquire power and energy from sources other than MRES in order to provide such amounts of power and energy necessary to meet the needs, in whole or in part, of Municipality and which are not supplied by MRES by reason of the uncontrollable force, and shall be permitted to do so for the duration of such uncontrollable force. Municipality shall if practicable under the circumstances give notice to MRES within a reasonable time to coordinate the operation of the local generation and the obligation of MRES to supply Power Requirements and Transmission Service.

Section 14. COOPERATION BETWEEN MRES AND MUNICIPALITY.

If, in the maintenance of their respective electric systems or other electric systems over which Municipality may obtain delivery of electric power and energy, it becomes necessary by reason of any emergency or extraordinary condition for either MRES or Municipality to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the providing Party shall cooperate with the other and render such assistance as the providing Party may determine to be available. The requesting Party, upon receipt of properly itemized bills from the providing Party, shall reimburse the providing Party for all costs properly and reasonably incurred by it in providing assistance. These reimbursement provisions are not contingent on a declaration by the federal government of an emergency, major disaster, or fire.

Section 15. CONSTRUCTION, OPERATION, AND MAINTENANCE OF MUNICIPALITY'S ELECTRIC SYSTEM.

Municipality agrees to construct, operate and maintain its electric system in accordance with Prudent Utility Practices, and shall install, operate and maintain such proper service protection equipment and other facilities as well coordinate with the protective relaying and other protective arrangements on the system from which power and energy is delivered to it. Nothing contained in this section in any way releases Municipality of its obligations, if any, to the MRO or NERC.

Section 16. RENEWABLE RESOURCE GENERATION.

Municipality shall be permitted to annually generate energy from local renewable resources which are directly connected to Municipality's distribution system and which Municipality owns, or for which it contracts with a third party to acquire, for local use as described in this Section (excluding customer-owned renewable distributed generation), in an amount which shall not exceed five percent of the annual energy purchased by Municipality from MRES in the previous calendar year. The agreement of the Parties shall be set forth in a separate member renewable resources agreement by MRES, Western Minnesota, and Municipality, which shall provide that Municipality will sell all such energy to MRES, and

MRES in turn will sell such energy to Municipality, both at rates established pursuant to the terms of the renewable resource agreement. The agreement shall contain such other terms and conditions as are deemed appropriate by MRES and Municipality.

Section 17. ASSIGNMENTS.

All covenants and agreements contained in this Agreement shall inure to the benefit of MRES and Municipality and their respective successors and assigns; *provided, however*, that, except as provided in Section 26 below, no Party may transfer or assign its interests or rights under this Agreement except that (i) a Party may transfer or assign its interests or rights or the assignment of the security interest therein to any trustee or secured party, as security for bonds or other indebtedness, present or future, and such trustee or secured party may, if so empowered, sell or otherwise realize upon such security in foreclosure or other suitable proceedings, possess or take control thereof or cause a receiver to be appointed with respect thereto and otherwise succeed to all interests and rights of the Party making the assignment; and (ii) in the case of a proposed transfer to either any entity acquiring all or substantially all the property of the Party making the transfer, or any entity into which or with which the Party making the transfer may be merged or consolidated, the Party proposing the transfer shall give MRES and the other Parties written notice at least ninety (90) days prior to the date such transfer or assignment is scheduled to occur and must obtain the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for MRES and/or Western Minnesota to withhold such consent if such transfer or assignment would (a) reduce the total amount of Power Requirements being sold hereunder; (b) be to a party (other than Municipality) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; (c) adversely affect the value of this Agreement as security for the payment of bonds or indebtedness and interest thereon; or (d) affect (either alone or in conjunction with any other actions by Municipality and/or other Municipalities) the eligibility of interest on bonds or indebtedness of MRES or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for

Federal income tax purposes under Tax Laws. In making the determination required by clause (d) above, MRES and Western Minnesota may rely upon an opinion of a nationally recognized bond counsel as to the effect of any such transfer or assignment on the Federal tax-exempt status of any bonds or indebtedness (whether then outstanding or thereafter to be issued), as that status is governed by Tax Laws. Within sixty (60) days after receipt of a notice from Municipality requesting a transfer or assignment, MRES and Western Minnesota shall advise Municipality as to whether, in the opinion of a nationally recognized bond counsel, the transfer or assignment would affect the eligibility of interest on bonds or indebtedness for Federal tax-exempt status as described in clause (d) above. In the event that allocations (including, but not limited to allocations relating to private use issues) are necessary under the Tax Laws to determine whether entering into any such transfer or assignment affects the eligibility of interest on bonds or indebtedness for Federal tax-exempt status as described in clause (d) above, MRES and Western Minnesota shall make such allocations, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel.

Notwithstanding anything in this section to the contrary, Municipality may transfer or assign this Agreement if it affects the eligibility of interest on bonds or indebtedness for Federal tax-exempt status as described in clause (d) if, but only if, the transferee enters into an agreement in form and substance satisfactory to MRES and Western Minnesota providing that the transferee will bear and pay any and all increased costs allocated to it resulting from the use by MRES or Western Minnesota of Non-Tax Exempt Funds, as a consequence of MRES or Western Minnesota taking remedial action in order to preserve the tax-exempt status of affected bonds or indebtedness as described in clause (d) above or the loss of the tax-exempt status with respect to the debt of MRES or Western Minnesota as described in clause (d) above. MRES and Western Minnesota in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel, shall allocate on a reasonable basis the increased costs associated with the use of such Non-Tax Exempt Funds, any such remedial action or the loss of the tax-exempt status of bonds or indebtedness as described above to any such transferee, and they shall determine the terms and conditions upon which the transferee shall pay such increased costs. Any such agreement shall contain such other terms and

provisions as MRES and Western Minnesota reasonably deem necessary in order to preserve the Federal tax-exempt status of any borrowed funds not intended by MRES or Western Minnesota to be issued as debt which is not excludable from gross income for Federal income tax purposes. No assignment or transfer of this Agreement shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Parties.

In connection with any such proposed transfer or assignment under this Section, various opinions are required to be delivered by a nationally recognized bond counsel. Such counsel or counsels shall be chosen by MRES and Western Minnesota, and the cost of such counsel or counsels shall be borne by the Party requesting the transfer or assignment. Any of the opinions required under this Section may be delivered in one or more opinions. No other assignments or transfers will be permitted under this Section.

Section 18. RECORDS AND ACCOUNTS.

MRES and Western Minnesota shall keep accurate records and accounts of their properties and operations in accordance with the Federal Energy Regulatory Commission's Uniform System of Accounts Prescribed for Major Utility Licensees in effect from time to time. Municipality shall have the right at any reasonable time to examine such accounts. MRES and Western Minnesota shall cause such accounts to be audited annually by a firm of independent public accountants of national reputation and shall make such audits available to Municipality.

Section 19. INFORMATION.

MRES and Municipality will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Agreement or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information.

Section 20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS.

MRES is a political subdivision that operates under the intergovernmental cooperation laws of the states in which it has members and thus is generally subject to public records laws analogous to

those of its members. Such laws require that certain data collected or exchanged in carrying out the purposes of this Agreement shall be treated as non-public and confidential information, as defined by applicable law. A Party disclosing any such information in the performance of this Agreement shall designate in writing the information as confidential, using the phrase “Confidential, Subject to Restricted Access and Disclosure,” or similar words. The Party receiving any such designated information may not disclose such information to any third party, except as required by law, by a specific written agreement among the Parties and/or the subject of the information, or as otherwise provided in this Section. In the event a Party in receipt of confidential information receives a request for disclosure of the confidential information and, in the opinion of legal counsel for the receiving Party, disclosure is required by law, then that Party shall immediately inform the Party who disclosed the information prior to making any such disclosure. Each Party shall cooperate to enable the Party who disclosed the information, or other affected entities, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law, if the Disclosing Party so desires. Each Party agrees to defend, indemnify, and hold harmless the other Parties and their officials, officers, agents, employees, and volunteers from and against any claims resulting from the indemnifying Party’s unauthorized and unlawful disclosure and/or use of data in violation of the terms of this Section. The terms of this Section shall survive the cancellation or termination of this Agreement for a term as provided by law or, in the absence of a specific law, as provided by records management policies of each respective Party.

Section 21. AMENDMENT.

Except as provided for expressly herein, neither this Agreement nor any terms hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing executed by all Parties to this Agreement.

Section 22. OPINION AS TO VALIDITY.

Upon the execution and delivery of this Agreement, Municipality shall furnish to MRES an opinion by an attorney or firm of attorneys qualified to practice in the State of Iowa to the effect that:

(a) Municipality is a municipal corporation duly created and validly existing pursuant to the Constitution and statutes of Iowa;

(b) Municipality has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder; and

(c) Municipality has approved this Agreement and its execution and delivery, and this Agreement has been duly executed by the appropriate officer of Municipality and constitutes the legal, valid, and binding obligation of Municipality, enforceable in accordance with its terms.

Section 23. NOTICES.

Any notice, demand or request required or authorized by this Agreement shall be deemed properly given if mailed, postage prepaid, to MRES at its principle place of business at 3724 W. Avera Drive, P.O. Box 88920, Sioux Falls, South Dakota, 57109-8920, to Municipality at City of Pella, 825 Broadway, Pella, Iowa, 50219, and to Western Minnesota at 25 NW 2nd Street, Suite 102, Ortonville, Minnesota, 56278-1441. The foregoing addresses may be changed at any time by written notice. All notices given to MRES shall also be given to any New Power Supplier.

Section 24. WAIVERS.

Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 25. SEVERABILITY.

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Agreement, and the application of its terms, covenants, or conditions to such persons or circumstances, shall not be affected thereby.

Section 26. SECURITY FOR POWER SUPPLY CONTRACTS.

(a) Municipality acknowledges and agrees that MRES may pledge and assign and undivided interest in all of its right, title and interest in and to all payments to be made to MRES by Municipality under this Agreement to Western Minnesota and each New Power Supplier to secure the obligations of MRES to each under its respective Power Supply Contract. Upon execution of any such pledge and assignment, Western Minnesota and the New Power Supplier(s) shall have all of the rights and remedies provided to MRES under this Agreement.

(b) Municipality and Western Minnesota hereby agree that, if MRES shall be unable to perform, or shall default in the performance of, its obligations under this Agreement for any reason whatsoever including, without limitation, by reason of any defect in the organization or other legal disability of MRES (but not if such default is the result of a default by Western Minnesota under its Power Supply Contract) or if MRES shall default in the performance of any of its obligations under its Power Supply Contract with Western Minnesota, then Western Minnesota shall be entitled, but not obligated, to the extent lawfully empowered to do so, to assume the rights, duties and obligations of MRES under this Agreement as fully as if this Agreement named and referred to Western Minnesota in every place where MRES is herein named and referred to; *provided that* the obligation of Western Minnesota to meet the requirements of Municipality for Power Requirements shall be limited to an obligation to supply to the extent available an amount of power and energy hereunder and under the other Municipal Power Sale Agreements up to that amount of power and energy which is associated with the capacity entitlement acquired by MRES under its Power Supply Contract with Western Minnesota.

(c) The obligations of Municipality to Western Minnesota and the New Power Supplier(s) hereunder shall not be dependent upon, or affected by, the due organization or existence of MRES, the validity of this Agreement as to MRES, the enforceability of this Agreement against MRES, or any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution or the like of MRES.

Section 27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT.

In the event the MRES shall hereafter enter into a contract with a New Power Supplier(s) providing for the acquisition by the MRES from the New Power Supplier(s) of power supply resources and such contract(s) satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge provided for in Section 26 above to the New Power Supplier(s), then the New Power Supplier(s) may become a party hereto upon the execution by the MRES and the New Power Supplier(s) of an agreement(s) pursuant to which the New Power Supplier(s) agree(s) to be bound by all of the terms and conditions hereof to the extent that such terms and conditions are applicable to a New Power Supplier, including, with respect to that New Power Supplier's Power Supply Contract, the rights and obligations similar to those applicable to Western Minnesota under Section 26(b). From and after the effective date of such agreement between the New Power Supplier and MRES, the New Power Supplier shall be a party hereto and the contract between the New Supplier and MRES providing for the acquisition of the power supply resources shall be a Power Supply Contract as such term is used herein, all without any further action or consent by any other Party hereto.

Section 28. GOVERNING LAW.

This Agreement and the rights and duties of the Parties signing this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, excluding any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the law of another jurisdiction.

Section 29. ENTIRE AGREEMENT

This Agreement as written, including the recitals and schedules (as the schedules may be revised from time to time), forms the entirety of the Agreement, and prior and subsequent agreements will not have effect unless formed in accordance with Section 21.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER ENERGY
SERVICES

[SEAL]

By _____
Harold Schiebout, Chairman of the Board

ATTEST:

Date

Brad Roos, Secretary-Treasurer

CITY OF PELLA, IOWA

[SEAL]

By _____
Jim Mueller, Mayor

ATTEST:

Date

Ronda Brown, City Clerk

WESTERN MINNESOTA MUNICIPAL
POWER AGENCY

[SEAL]

By _____
Bill Schwandt, President

ATTEST:

Date

Scott Hain, Secretary

AMENDMENT 1
TO THE
TRANSMISSION SERVICE AGREEMENT
BETWEEN
MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES
AND
PELLA, IOWA

This Amendment 1 to the Transmission Service Agreement (“Amendment”) is hereby made and entered into between MISSOURI BASIN MUNICIPAL POWER AGENCY, doing business as Missouri River Energy Services, a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota, and South Dakota (“MRES”), and CITY OF PELLA, IOWA, a municipal corporation of the State of Iowa (“Municipality”), each referred to as a “Party” or collectively as “Parties.” All capitalized terms used in this Amendment shall have the meanings given them in the Transmission Service Agreement unless otherwise stated.

WHEREAS, Municipality is a member of MRES and has entered into a Power Sale Agreement (“Pella Agreement”) with an initial term extending until December 31, 2045, under which MRES is obligated to provide capacity and energy to Municipality to satisfy the electric requirements of its load up to the amount of any transmission limitation (the “Power Requirements,” as more particularly defined in the Pella Agreement); and

WHEREAS, the Parties have entered into a Transmission Service Agreement (“Pella TSA”), effective June 9, 2011, whereby MRES provides transmission service to Municipality to deliver or arrange for the delivery of all power and energy to Municipality; and

WHEREAS, under the Pella TSA, MRES has agreed to provide for delivery from the Midcontinent Independent System Operator, Inc. (“MISO”) to the Point(s) of Delivery (as defined in the Pella Agreement) all the power, energy and related products and services required by Municipality to meet the needs of its consumers, on a load following basis; and

WHEREAS, Municipality has agreed to purchase and receive such transmission service to the extent made available to it by MRES until January 1, 2046, and thereafter as permitted by law until terminated by MRES or Municipality giving the other not less than one year's written notice of its intention to terminate; and

WHEREAS, MRES is developing an amendment to the Pella Agreement that will obligate MRES to provide transmission service necessary to deliver to Municipality Power Requirements to the Point(s) of Delivery (as defined in the Pella Agreement) to meet the needs of Municipality, and that will continue to require that Municipality pay for transmission service based on the pricing of the transmission zone in which Municipality is located; and

WHEREAS, the transmission revenue previously collected under the Pella TSA will be collected under the Power Sale Agreement, effective January 2, 2017; and

WHEREAS, in consideration of the Parties entering into the amended Pella Agreement, each Party desires to terminate the Pella TSA in advance of its current term so that it will terminate at the time when the amended Pella Agreement takes effect.

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, the Parties agree as follows:

1. Paragraph 4.4 of the Pella TSA is amended by replacing “January 1, 2046” with “January 1, 2017” and by deleting the sentence “If service has not terminated before January 1, 2046, this Agreement shall remain in effect thereafter as

permitted by law until terminated by either MRES or the Municipality giving the other not less than one year's written notice of its intention to terminate.”

2. Except as expressly provided in this Amendment, all other provisions of the Pella TSA shall remain unmodified and in full force and effect as set forth in the Pella TSA.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER
ENERGY SERVICES

[SEAL]

By _____
Chairman, Harold Schiebout

ATTEST:

Date

Brad Roos, Secretary/Treasurer

CITY OF PELLA

[SEAL]

By _____
Jim Mueller
Mayor

ATTEST:

Date

Ronda Brown
City Clerk

AMENDMENT 1
TO THE
MIDWEST ISO MARKET IMPLEMENTATION AGREEMENT
BETWEEN
MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES
AND
CITY OF PELLA

This Amendment 1 to the Midwest ISO Market Implementation Agreement (“Amendment”) is hereby made and entered into between MISSOURI BASIN MUNICIPAL POWER AGENCY, doing business as Missouri River Energy Services (“MRES”), a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota, and South Dakota (“MRES”), and CITY OF PELLA, a municipal corporation of the State of Iowa (“Municipality”), each referred to as a Party or collectively as Parties. All capitalized terms used in this Amendment shall have the meanings given them in the Midwest ISO Market Implementation Agreement (“MISO MIA”) unless otherwise stated.

WHEREAS, Municipality is a member of MRES and has entered into the Missouri Basin Municipal Power Agency Pella Power Sale Agreement (Pella Agreement) with a term extending until January 1, 2046, for supplemental power supply and delivery thereof; and

WHEREAS, the Parties have entered into the MISO MIA, dated June 9, 2011, whereby MRES provides market services from the Midcontinent Independent System Operator, Inc. (formerly known as the Midwest Independent Transmission System Operator, hereafter “MISO”), or its successor, for which MRES is charged certain costs by MISO and receives certain credits from MISO; and

WHEREAS, Municipality has agreed under the MISO MIA to pay MRES the MISO-assessed charges until midnight December 31, 2020, provided that either Party may cancel the MISO MIA by giving two years prior written notice to the other Party; and

WHEREAS, the MRES Board has previously determined that the MISO-assessed charges previously collected under the MISO MIA, excluding losses, will be collected under the Pella Agreement;

WHEREAS, MRES is developing an amendment to the Pella Agreement, whereby the MISO-assessed charges, including losses, previously collected under the MISO MIA will be collected under the Pella Agreement, effective January 2, 2017; and

WHEREAS, in consideration of the Parties entering into the amendment to the Pella Agreement, each Party desires to terminate the MISO MIA in advance of its current term so that it will terminate at the time when the amended Pella Agreement takes effect.

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, the Parties agree as follows:

1. Paragraph 5.1 of the MISO MIA is amended by replacing “December 31, 2020” with “January 1, 2017” and by deleting “provided that either Party may cancel this contract by giving two (2) years prior written notice to the other Party.”

[The remainder of this page is intentionally left blank; the signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER
AGENCY d/b/a MISSOURI RIVER ENERGY
SERVICES

[SEAL]

By _____
Chairman, Harold Schiebout

ATTEST:

Date

Brad Roos, Secretary/Treasurer

CITY OF PELLA

By _____
(Signature)

[SEAL]

Jim Mueller

ATTEST:

Title

Date

Name (Signature)
Title (Printed):

Summary of Amendment 1
to the
Missouri Basin Municipal Power Agency
Pella Power Supply Agreement

General Overview

Amendment 1 to the Pella Power Supply Agreement (“Pella Agreement”) addresses significant changes caused by the decision of the Western Area Power Administration (“WAPA”) to join the Southwest Power Pool (“SPP”), and reflect the fact that the Integrated System (“IS”) transmission facilities were moved into SPP (which now has functional control over those facilities). As a result, Missouri River Energy Services (“MRES”) is no longer able to deliver power and energy to Members at the IS outlet as required by the current Power Sale Agreements with Members. This change also means that for the first time all MRES Members and generating resources are part of a Regional Transmission Organization (“RTO”) – either the Midcontinent Independent System Operator (“MISO”) or SPP – which operate separate energy markets, and establish a different way to operate bulk transmission networks. For these reasons, the MRES Board of Directors (“Board”) has taken this opportunity to thoroughly review the Power Sale Agreement (S-1) (“S-1 Agreement”) that it has with most of its Members, as well as the Pella Agreement. The proposed amendments to these agreements address these changes, eliminate outdated references, and accurately reflect the current financial (not physical) markets for both power supply and delivery.

Revisions also include an eleven-year extension of the term of the S-1 Agreement and Pella Agreement to accommodate future power supply and transmission financing, and to maintain the strong financial ratings necessary for economical financing. New provisions are added to clarify or reflect current practices and legal requirements, and to provide additional protection for expenses caused by the independent decisions of individual Members. The amendment adds clarifying language where necessary, and is intended to maintain the relative position of the parties in terms of benefits and burdens.

Key concepts:

- A. The Power Requirements obligation (new Section 3) is revised to separate it from physical delivery, and to clarify that the services and products required by the tariff of the respective RTO are included in Supplemental Power. Corresponding changes are made to the Rates section (new Section 7) to separate costs related to Supplemental Power (new Schedule B), from transmission (new Schedule C).
- B. Transmission Service (new Section 6) is now a separate section that replaces the concept of “delivery.” It expands the MRES obligation by changing the Point of Delivery to the boundary of the RTO transmission system (not just the IS [which eliminates the need for

individual transmission service agreements between MRES and certain individual Members]). It states that the services and products required by the tariff of the respective RTO are included in Transmission Service, and corresponding changes were made to the Rates section (new Section 7) to separate Transmission Service costs (new Schedule C) from Supplemental Power costs (new Schedule B). Each Member continues to pay for services based on the transmission zone in which each is located, and each remains responsible for any transmission from the Point of Delivery to the town gate.

- C. New Section 16, Renewable Resource Generation, is added to reflect and clarify current practices. Members that own or make arrangements to acquire local utility-scale renewable resources connected directly to their distribution system are allowed to generate up to five percent of their own energy from those resources. Member renewable energy must be sold directly to MRES, and MRES must then sell it back to the Member, to maintain consistency with the Supplemental Power obligation that requires MRES to provide and the Member to purchase from MRES all power and energy over and above their WAPA allocation.
- D. New Section 20, Privacy and Security of Information on Individuals, is added to expressly acknowledge laws that require certain data to be treated as confidential. It establishes procedures to designate confidential information exchanged under the S-1 Agreement and how the Parties will address any request for disclosure information that is confidential or otherwise restricted from dissemination.

Section by Section Changes:

RECITALS: These are updated to reflect changes prompted by WAPA's move into SPP, with all Members and Resources now in RTOs, and changes from physical markets to financial energy (and capacity) markets that require the separation of the Supplemental Power obligation from transmission-related obligations. The S-1 Agreements continue as security for the repayment of bonds financed by Western Minnesota.

1. DEFINITIONS: This new section was added for the convenience of readers to list the definitions of particular words, phrases, and acronyms used in the S-1 Agreement.
2. TERM: This entire section has been reorganized to more closely follow the format of the S-1 Agreements.
 - a. Sub-paragraph (a) reflects the date on which the Pella Agreement first became effective. It also extends the term, making the Agreement effective January 2, 2017, through January 1, 2057 (effectively an 11 year extension), and continuing thereafter as provided by law.
 - b. Sub-paragraph (b) is modified to reflect the outcome of the disposition of Pella's interest in Walter Scott 4.
 - c. Sub-paragraph (c) is modified to delete the first paragraph (which was moved up to sub-paragraph (a)).

3. **SALE OF POWER AND ENERGY:**
 - a. This subparagraph (a) defines the Power Requirements obligation to eliminate references to delivery and energy acquisition points, and to specify that charges for Power Requirements include power and energy, and those products and services (including ancillary services) required by RTO tariffs.
 - i. Renewable Energy Credits ("RECs"): Changes to this subsection clarify the REC obligation as it corresponds to the renewable energy provided to Iowa Members taking service under the S-1 Agreement.
 - ii. Green Energy: This subsection changes Green "Power" to Green "Energy," changes the percentage to an amount specified by the Member, for a mutually agreeable term of years, and includes in the charge for Green Energy the cost of capacity, if any, required to back up the Green Energy.
 - b. Power Requirements Delivery Obligation: deleted (see Section 7, Transmission Service)
 - c. Sub-paragraphs d-f have minor changes or deletions, as indicated, and are re-lettered (as appropriate). The take-and-pay subparagraph is revised to specifically apply to only Power Requirements.
4. **REQUIREMENTS TO RECEIVE POWER REQUIREMENTS:** The title of this Section is changed, and the term "Point(s) of Delivery" is capitalized to indicate it is a defined term. All delivery issues are moved to Section 7, Transmission Service.
5. **MEASUREMENT OF POWER REQUIREMENTS AND TRANSMISSION SERVICE:** The Section title is changed, and text is revised to reflect Power Requirements are separate from Transmission Service. It also provides that Schedule A shall set forth both Point(s) of Measurement and Point(s) of Delivery. A sentence was added to establish that revisions to Schedule A can be made by mutual agreement.
6. **TRANSMISSION SERVICE:** The Section title is changed, and outdated references are removed.
 - a. The Transmission Service obligation of MRES is to arrange for the physical delivery of Power Requirements. Transmission Service now extends to the boundary of the RTO, not the outlet of the IS.
 - b. The Point(s) of Delivery, Point(s) of Measurement, delivery voltage, power factor, special conditions, and other conditions of service are established in Schedule A, which may be revised by mutual agreement of the Parties.
 - c. As a condition of receiving Transmission Service, Municipality must meet Load Serving Requirements imposed by North American Electric Reliability Corporation ("NERC"), the Midwest Reliability Organization ("MRO"), or the Transmission Owner. If Municipality fails to do so, MRES may remedy the deficiency and charge the Municipality for the cost (and any related fine or assessment imposed on and paid by MRES) to do so. Any such cost, fine or charge will not become part of the general

S-1 revenue requirements, but will be the responsibility of the individual Municipality.

- d. This subparagraph includes a take-and-pay provision specifically related to Transmission Service.

- 7. **RATES AND S-1 RESOURCE PAYMENT:** This Section is revised substantially to provide more consistency with the format of the S-1 Agreement, and much of the language has been moved from one subsection to another, as indicated in the markup. The substantive changes include separate paragraphs for Supplemental Power (subparagraphs b-d) and for Transmission Service (subparagraph e), and to provide more specificity regarding those charges.
 - a. Subsection (a) revisions eliminate “Energy Acquisition Points” and all references to IS delivery. It also refers to the two separate rate schedules for power supply and for transmission service.
 - b. Subsection (b) revisions identify and include those costs related to Power Requirements, including products and services needed to provide power and energy in energy (and capacity) markets as provided in Section 3(a), and other specific charges in the Supplemental Power Rate Schedule B.
 - c. Subsection (c) includes *new language* to reference the two existing potential surcharges in the Pella Agreement, and expressly refers to the Board authority to include separate surcharges for the Municipality(s) to which the surcharge(s) apply.
 - d. Subsection (d) is the existing language relating to the Competitive Transition Charge, with minor modifications to reflect the change from a single rate schedule to two rate schedules, *i.e.* one for Supplemental Power and one for Transmission Service.
 - e. *New subsection (e)* identifies costs related to Transmission Service. It reflects the detail relating to products and services included in providing Transmission Service as stated in Section 6 and included in the Transmission Service Rate Schedule C. As is the case today, Transmission Service charges are based on the transmission zone in which each S-1 Member is located. These provisions make the Transmission Service Agreement between MRES and Pella unnecessary, and it will be separately amended to terminate upon the effective date of Amendment 1 to the Pella Agreement.)
 - f. Subsection (f) uses existing language that requires the Board to review the rates in Schedules B and C annually, with minor modifications.
 - g. Subsection (g) uses existing language relating to notice of revised rates, and is moved to follow immediately after the provision for the Board’s annual rate review, giving a more logical flow for the notices relating to rates. The changes reflect the separate rate schedules for Supplemental Power and Transmission Service.
 - h. This subsection has been revised to reflect that the S-1 Resource Payment was made as contemplated in the original Pella Agreement.
- 8. **COVENANTS OF AGENCY:** Minor changes reflect the transformation to financial markets, rather than physical markets.

9. COVENANTS OF MUNICIPALITY:
 - a. Subsection (a) includes a sentence previously in Section 6(a) relating to the Municipality's obligation to make payments as operating expenses. It is moved here because the existing language is more of a covenant than a rate matter.
 - b. Subsection (b) has a minor modification for consistency.
 - c. Subsection (c) is revised, consistent with Section 17, Assignments, to require 90 days' (rather than 14) notice if a Member plans to sell its distribution system.
10. METER READINGS AND PAYMENT OF BILLS: Minor changes.
11. METERING: Minor changes.
12. RIGHT TO ACCESS: Minor changes.
13. UNCONTROLLABLE FORCES:
 - a. Subsection (a) adds to the items expressly included as uncontrollable forces events including terrorism, war, cybercrimes, and the inability of MRES, an RTO Market or Transmission Provider to deliver energy as well as a *new notice provision* to enhance communication when an uncontrollable force prevents performance by a Party.
 - b. Subsection (b) adds a *new right* for a Municipality to run its own internal generation to serve its load (and coordinate with MRES if it does so) in the event of an uncontrollable force that prevents the acquisition of Supplemental Power. It continues to retain the Municipality's right to use a third party supplier under such emergency circumstances.
14. COOPERATION BETWEEN AGENCY AND MUNICIPALITY: This Section deletes the sub-paragraphs because the first one, relating to a press release, is now irrelevant, and the remaining sub-paragraph is updated consistent with Federal Emergency Management Agency regulations to facilitate the Municipality's ability to seek federal reimbursement in the event of a disaster.
15. CONSTRUCTION, OPERATION AND MAINTENANCE OF MUNICIPAL ELECTRIC SYSTEM: Replaces the National Electric Safety Code reference with Prudent Utility Practices, and clarifies that it does not release Municipality from any NERC or MRO obligations.
16. RENEWABLE RESOURCE GENERATION: This *new provision* is added to reflect existing practice. It allows generation from Municipality's locally owned or acquired, utility-scale renewable resources (does not include customer-owned generation) if those resources are connected directly to Municipality's distribution system. Municipality may generate up to five percent of its energy from local renewable resources (calculated based

on the most recent annual Supplemental energy from MRES). It also requires that MRES purchase the renewable energy from Municipality and resell it to Municipality to maintain consistency with the Supplemental Power obligation that requires all of Municipality's Supplemental Power to be supplied by MRES. These and other terms and conditions will be the subject of a separate Member renewable resource agreement between Municipality and MRES.

17. ASSIGNMENTS: Minor changes.
18. RECORDS AND ACCOUNTS: Minor changes.
19. INFORMATION: Minor changes.
20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS: This *new Section* was added at the suggestion of a Member city attorney. It expressly addresses circumstances in which state or federal law requires that certain data or information exchanged pursuant to the S-1 Agreement be protected from public disclosure. It also addresses the designation of such information when it is exchanged, and the obligations of the Parties in the event a request to disclose such records is made.
21. AMENDMENT: Minor changes.
22. OPINIONS AS TO VALIDITY: Minor changes.
23. NOTICES: Minor changes.
24. WAIVERS: Minor changes.
25. SEVERABILITY: Minor changes.
26. SECURITY FOR POWER SUPPLY CONTRACTS: Minor changes.
27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT: This paragraph from the S-1 Agreement is added to the Pella Agreement for consistency.
28. GOVERNING LAW: Minor change.
29. ENTIRE AGREEMENT: *New Section* added to ensure that any legal interpretation of the S-1 Agreement will include not only the numbered sections, but also the recitals (which might otherwise be disregarded by a court) and the Schedules.

Schedule A: Point(s) of Delivery, Measurement, and Adjustments

This Schedule is specifically tailored to each community and identifies the exact facilities where power and energy is exchanged and measured, as well as any required adjustments or other conditions. It must be signed by both Municipality and MRES, and the Parties must agree to any future revisions.

Schedule B: S-1 Supplemental Power Rate Schedule

For transactions beginning on January 2, 2017, this Schedule will contain only Supplemental Power-related charges. As is required by the S-1 Agreement, the 2017 rates will not be established until October 2016, and for that reason this Schedule B is only a draft of the format of Schedule B.

Schedule C: S-1 Transmission Service Rate Schedule

For transactions beginning on January 2, 2017, this Schedule will contain only Transmission Service-related charges. As is required by the S-1 Agreement, the 2017 rates will not be established until October 2016, and for that reason this Schedule C is only a draft of the format of Schedule C.



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: H-3

SUBJECT: Resolution Ordering Construction of Certain Public Improvement, and Fixing a Date for Hearing, and Taking of Bids for the Water System Improvements Division 3: RO Waste and Raw Water Main Project

DATE: April 19, 2016

BACKGROUND: This resolution establishes June 7, 2016 as the public hearing date and authorizes staff to seek bids for the Water System Improvements Division 3: RO Waste and Raw Water Main Project. The project generally consists of furnishing all labor, materials, and equipment needed for the installation of approximately 4,700 linear feet of 12-inch PVC RO waste line and 8,800 linear feet of 12-inch PVC raw water main including valves, fittings, and appurtenances and associated surface restoration. The new water main runs from the new Jordan Well on Idaho to the Water Treatment Plant and the new RO Waste line runs from the old Howell pump station at the bottom of the hill on 198th PI to the new outlet at the Des Moines River.

As Council is aware, these proposed improvements are a key component of the City's long-term water supply plan, which is intended to meet the community's supply and treatment needs through the year 2037. Overall, the plan includes a new 3.0 million gallon per day (MGD) reverse osmosis (RO) treatment process, an additional Jordan Well and new water main, and improvements to the existing lime softening treatment plant. The estimated cost of the plan is \$16 million, and the tentative completion date for the plan is the fall of 2017.

If Council approves this resolution, critical dates for the project are as follows.

Bid Opening - May 24, 2016
Public Hearing - June 7, 2016
Issue Notice to Proceed - June 22, 2016
Substantial Completion - Dec 30, 2016
Final Completion – April 28, 2017

The Engineer's estimate for this project is \$1,450,000.

If approved, funding for the proposed project would be a twenty year loan from the State Revolving Fund with an approximate interest rate of 2%. If Council proceeds with the project, necessary water rate increases will be evaluated on an annual basis. However, at this time, staff believes rates may need to be increased an additional 23% over the next three years to fund the projected debt service for the project. For the typical residential household, this would mean an increase of approximately \$7.00 per month once the rate increases are fully phased in .

ATTACHMENTS: Resolution
REPORT PREPARED BY: City Administration
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:
Resolution No. 5683

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Water System Improvements Division 3: RO Waste and Raw Water Main Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Water System Improvements Division 3: RO Waste and Raw Water Main Project, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the

provisions as set out in the published Notice of Hearing and Letting; the public improvements being more generally described as follows:

Furnish all labor, materials, and equipment needed for the installation of approximately 4,700 linear feet of 12-inch PVC RO waste line and 8,800 linear feet of 12-inch PVC raw water main including valves, fittings, and appurtenances and associated surface restoration. The new water main runs from the new Jordan Well on Idaho to the Water Treatment Plant and the new RO Waste line runs from the old Howell pump station at the bottom of the hill on 198th Pl to the new outlet at the Des Moines River.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice to bidders once in the "The Pella Chronicle", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than forty-five days prior to May 24, 2016, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 o'clock P.M., on such date.

The City Council hereby delegates to City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 7, 2016, at 7:00 o'clock P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in such newspaper, the publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 o'clock P.M. on June 7, 2016.

PASSED AND APPROVED this 19th day of April, 2016.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF MARION)

I, the undersigned City Clerk of the City of Pella, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Pella, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF MARION)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Pella, in the County of Marion, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF HEARING AND LETTING
(Water System Improvements Division 3: RO Waste and Raw Water Main Project)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "The Pella Chronicle", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2016.

WITNESS my official signature at Pella, Iowa, this _____ day of _____, 2016.

City Clerk, City of Pella, State of Iowa

(SEAL)



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-4

SUBJECT: Resolution Approving Change Order #3 with C.L. Carroll Co., Inc.

DATE: April 19, 2016

BACKGROUND:

On December 16, 2014, the City Council awarded a construction contract to C.L. Carroll Co., Inc. in the amount of \$2,322,000 for construction of a new Jordan Well for the City's water utility.

C.L. Carroll and the City's engineer Howard R. Green are requesting approval of Change Order #3, which will increase the City's construction contract for the new Jordan Well by \$9,782.10 with no extension of completion dates. Listed below is a summary of the requested change order:

Item Description:

Adjust bid quantity of 7" PCC paving to match actual installed quantities. Bid quantity was established on Sheet C-03 (upper right portion of drawing) as "7" PCC Paving = 1252 SY" quantity. The installed quantity was 1522 SY, not 1252 SY. This is an increase of 270 SY at an agreed upon unit cost of \$36.23/SY for a total contract price increase of \$9,782.10.

Staff's Recommendation

Due to the fact that the additional concrete was needed for the project, Howard R Green and staff are recommending approval of Change Order #3 in the amount of \$9,782.10.

Contract Summary

If Council approves Change Order #3 as recommended, listed below is a contract summary:

Original Construction Contract	\$2,322,000.00
Change Order #1	0.00
Change Order #2	24,196.61
Change Order #3	<u>9,782.10</u>
Total Revised Construction Contract	<u>\$2,355,978.71</u>

ATTACHMENTS: Resolution, Change Order #3

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5684

RESOLUTION APPROVING CHANGE ORDER #3 WITH C.L. CARROLL CO, INC.
FOR CONSTRUCTION OF A NEW JORDAN WELL

WHEREAS, on December 16, 2014, the City Council awarded a contract with C.L. Carroll Co., Inc. of Des Moines for the New Jordan Well; and,

WHEREAS, Change Order #3 in the amount of \$9,782.10 is for the additional increase as follows:

Adjust bid quantity of 7" PCC paving to match actual installed quantities. This is an increase of 270 SY at an agreed upon unit cost of \$36.23/SY for a total contract price increase of \$9,782.10.

Total Change Order Request: \$9,782.10

WHEREAS, Change Order #3 doesn't extend the substantial and final completion date; and,

WHEREAS, the project's substantial completion date continues to be December 4, 2015 with a final completion date of January 22, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELLA, IOWA that Change Order #3 to the City's contract with C.L. Carroll Co., Inc. for the New Jordan Well is approved in the amount of \$9,782.10, thereby increasing the total contract amount to \$2,355,978.71.

PASSED AND APPROVED this 19th day of April, 2016.

James Mueller, Mayor

Attest:

Ronda Brown, City Clerk



CHANGE ORDER

HR Green, Inc.
 5525 Merle Hay Rd., Suite 200
 Johnston, IA 50131
 (515) 278-2913 FAX (515) 278-1846

Distribution:
 Owner X
 Engineer X
 Contractor X
 Field _____
 Other _____

PROJECT: Water System Improvements Division 2: New Jordan Well Pella, Iowa	Change Order No.	Change Order 3
	Date	April 11, 2016
To Contractor: C.L. Carroll Co., Inc. 3623 6 th Avenue Des Moines, IA 50313	Project No.	40130026
	Original Contract Date	January 6, 2015
<p>The contract is changed as follows:</p> <p>Adjust bid quantity of paving to match actual installed quantities. Bid quantity was established on Sheet C-03 (upper right portion of drawing) as "7" PCC Paving = 1252 SY" quantity. The installed quantity was 1522 SY, not 1252 SY. This is an increase of 270 SY at an agreed upon unit cost of \$36.23/SY for a total contract price increase of \$9,782.10.</p>		
The original (Contract Sum) was		\$2,322,000.00
Net change by previously authorized Change Orders		\$24,196.61
The (Contract Sum) prior to this Change Order was		\$2,346,196.61
The (Contract Sum) will be increased by this Change Order in the amount of		\$9,782.10
The new (Contract Sum) including this Change order will be		\$2,355,978.71
The Contract Time will be increased by		0 Days
The dates of Substantial and Final Completion, respectively, as of the date of this Change Order therefore are		December 4, 2015 January 22, 2016

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER		
Contractor C.L. Carroll Co., Inc.	Owner's Representative HR Green, Inc.	Owner City of Pella
By	By	By _____
Date: 4/11/16	Date: 4/11/16	Date: _____



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: I-1

SUBJECT: Amending Chapter 171 Schedule of Rates and Fees

DATE: April 19, 2016 (2nd Reading)

BACKGROUND:

The consideration of the second reading of this ordinance was tabled to provide ample time to review the impact of the proposed ordinance. Included with this memo is City Code Chapter 122, which defines peddlers, solicitors and transient merchants which are all subject to the same permitting and fee requirements.

Peddlers, Solicitors and Transient Merchant Permit

Seasonal corn and produce stands fall under this code section. The following is a list of the previous two year's approved permits along with the impact of the currently proposed fees:

2015 Peddlers, Solicitors and Transient Merchants

<u>Name</u>	<u>Product</u>	<u>Duration</u>	<u>Total Cost</u>	<u>Daily Cost</u>	<u>Proposed Total</u>	<u>Proposed Daily</u>
Stanley Fynaardt	Produce	30 Days	\$ 30.00	\$ 1.00	\$ 150.00	\$ 5.00
Marlene De Jong	Produce	120 Days	\$ -	\$ -	\$ 300.00	\$ 2.50
Eric VanEe	Produce	60 Days	\$ 60.00	\$ 1.00	\$ 300.00	\$ 5.00
Paul De Jong	Produce	30 Days	\$ 30.00	\$ 1.00	\$ 150.00	\$ 5.00

As seen in the table above, the City's primary permits are issued for the sale of produce. Of note in the table above is Marlene De Jong's permit in 2015 which was issued without fee. The reason the permit was issued without fee is the City's current Code does not require a fee after the second year.

It is also important to note, staff has recently had three vendor requests, a cupcake truck from Cedar Falls, a hot dog truck, and a vending cart, inquiring about a permit for extended periods of time.

Home Based Occupation

Also as part of the Council discuss the Council raised concern with the classification of selling produce from a front or side yard and it's classification as a "home based business", thereby eliminating any fees. According to City Code Section 165.27, home occupations "shall be conducted entirely within the principal dwelling unit or in a permitted building accessory thereto, and in no event shall such use be apparent from any public right of way". Based on this code section, produce stands are unable to be classified as home based businesses.

Summary

Based on the historical information, most of the peddler, solicitors and transient merchant permits have been issued for the purpose of selling produce. At the current rate, the median cost is roughly \$1.00 per day of resale. Also, under current City Code, produce sales at an individual’s residence are not categorized as a home base business due to the requirement for all products and service to be contained entirely within the premise and out of public sight.

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 peddlers/transient merchant fees, false alarm fees, and returned electronic payment and returned check fee. The following is additional information utilized in developing the proposed fee structure for each of the three sections.

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.

False Alarm Fees – Chapter 124: The following is false alarm rate information obtained from surveyed communities.

# False Alarms	Pella	Oskaloosa	Knoxville	Pleasant Hill	W. Des Moines*	Clive
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.

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 process 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, City Code Chapter 122

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

**CHAPTER 122
PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS**

122.01 Purpose	122.10 Bond Required
122.02 Definitions	122.11 Applicant to File Sales Tax Returns
122.03 Location	122.12 Permit Expiration
122.04 Permit Required	122.13 Solicitation; Approval by Police Chief
122.05 Food and Health Regulations	122.14 Obstruction of Traffic Prohibited
122.06 Application of Provisions	122.15 Exhibiting Permit
122.07 Application for Permit; Fee	122.16 Revocation or Suspension of Permit
122.08 Investigation of Applicant	122.17 Appeals
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122.01 PURPOSE.

The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by permitting and regulating peddlers, solicitors and transient merchants.

122.02 DEFINITIONS.

For use in this chapter the following terms are defined:

1. "Peddler" means any person who travels within the City or has a temporary location in the City for the conduct of his or her business and who has no permanent place of business in the City, but offers or exposes for sale goods, wares or merchandise, or who makes sales and delivers articles to purchasers.
2. "Solicitor" means any person who travels within the City, or has a temporary location for the conduct of his or her business, who solicits or takes or attempts to take orders for sale or purchase of goods, wares or merchandise, including magazines, books, periodicals, real or personal property of any nature whatsoever for future delivery or for services to be performed or for the donation of money or financial assistance, whether or not such individual has, carries or exposes for sale a sample of the subject or such order or whether or not he or she is collecting advance payment on such orders. Such definition includes, but is not limited to, any person who, for himself or herself, or for another person, firm or corporation, hires, leases, uses or occupies any building, motor vehicle, trailer, structure, tent, hotel room, lodging house, apartment, shop or other place within the City for the primary purpose of exhibiting samples and taking orders for future delivery.
3. "Transient merchant" includes any person, firm or corporation, whether as owner, agent or consignee, who engages in a temporary business of selling and delivering goods, wares, property, services and merchandise within said City, and who, in furtherance of said purpose, hires, leases, uses or occupies any building, structure, motor vehicle, trailer, tent, hotel, motel, or lodging house room, apartment, shop, street, alley, or other place within the City, for the exhibition or sale of such goods, wares, services and merchandise, either privately or at public auction. The person, firm or corporation so engaged is not relieved from complying with the provisions of this chapter by reason of associating temporarily with any local dealer, traders, merchant or auctioneer; provided, however, that if all sales made by such person, firm or corporation of goods, wares, merchandise or services shall be reported for sales tax collection purposes as made by such local dealer, trader, merchant or auctioneer, and all monies derived from such sales shall be collected by such local dealer, trader, merchant or auctioneer, then such transient merchant shall be exempt from the provisions of this chapter. Only one such transient business shall be allowed to associate temporarily with any local dealer, trader, merchant or auctioneer as a part of or in the name of any local dealer, trader, merchant or auctioneer at any one time. A resident of the City conducting a yard

sale is not considered to be a transient merchant until he or she has conducted such sale for a total of four (4) days within one calendar year. After conduct of such sales for four (4) days in any one calendar year, the person conducting said sale shall be considered to be a transient merchant.

4. "Seasonal transient merchant" shall comply with all of the requirements of a transient merchant and shall occupy the same site for a minimum period of 31 consecutive days. *(Ord. 654 - Oct. 04 Supp.)*

122.03 LOCATION.

Peddlers, solicitors and transient merchants are permitted only in the CBD, CUC, CC and CPD commercial zoning districts. Any peddler, solicitor or transient merchant must have an approved design permit for his or her cart, wagon, trailer or other vehicle or structure from which merchandise is sold. Design of said vehicle or structure shall be consistent with the Design Review District Design Manual parameters for peddlers. Peddlers that exceed thirty (30) days consecutive or nonconsecutive per calendar year are required to have a Dutch theme.

122.04 PERMIT REQUIRED.

It is unlawful for any peddler, solicitor or transient merchant to engage in any such businesses within the City without first obtaining a permit therefor in compliance with the provisions of this chapter; provided, however, the City Council, by resolution, may either:

1. Exempt from permitting peddlers, solicitors, or transient merchants selling at locations approved in said resolution during an event declared to be of City-wide interest upon the condition that the sponsor of such exempted event shall file with the City Clerk prior to such event a list of the names, social security numbers, and addresses of any participating peddler, solicitor or transient merchant, along with a copy of a current sales tax permit; or
2. Limit the area or areas for which a peddler, solicitor or transient merchant permit may be issued as provided in Section 123.16 of this Code of Ordinances.
3. A permit may be obtained for day, week, month or seasonal use. Only seasonal transient merchants shall qualify for a seasonal permit. A seasonal permit is valid for up to six consecutive months. Fees for the permits are noted in Chapter 171. *(Ord. 654 - Oct. 04 Supp.)*

122.05 FOOD AND HEALTH REGULATIONS.

All peddlers, solicitors and transient merchants shall comply with all applicable State food and health rules and regulations.

122.06 APPLICATION OF PROVISIONS.

The terms of this chapter do not apply to persons engaged wholly in selling personal property at wholesale to dealers in such articles, or to the acts of merchants having a permanent place of business in the City or their employees in delivering goods in the regular course of business. The following professions and businesses and activities are also excluded from the application of this chapter: newspersons, any public utility and its employees franchised to do business within the City, auto salespersons, and any dissemination of information without solicitation of money or other consideration. Nothing contained in this chapter prohibits any sales required by statute or by order of any court, or to prevent any person conducting a bona fide auction sale pursuant to law.

122.07 APPLICATION FOR PERMIT; FEE.

Applicants for a permit under this chapter shall file with the Police Department a sworn application in writing on a form to be furnished by the Police Department, which shall give the following information. At the time of filing said application, fingerprints will be taken:

1. Name, proof of identity, photograph and social security number of applicant.
2. Complete permanent business, home and local address of the applicant, and in the case of the transient merchants, the local address from which proposed sales will be made.
3. A brief description of the nature of the business and the goods to be sold by such applicant.
4. If employed, the name and address of the employer, together with credentials therefrom establishing the exact relationship.
5. The length of time for which the right to do business is desired.
6. The source of supply of the goods or property proposed to be sold, or orders taken for the sale thereof, where such goods or products are located at the time said application is filed, and the proposed method of delivery.

7. A Design Permit Application is required if a cart, wagon, trailer or other vehicle or structure will be used for a period exceeding thirty (30) days in one calendar year.

At the time of filing the application, a nonrefundable fee in the amount indicated in the schedule of fees found in Chapter 171 of this Code of Ordinances shall be paid to the Police Department to cover the cost of investigation of the facts stated therein. There shall be no application fee for renewals within one year of the initial permitting period.

122.08 INVESTIGATION OF APPLICANT.

1. Upon receipt of the application, it shall be referred to the Police Chief, who shall immediately institute such investigation of the applicant's business as the Police Chief deems necessary for the protection of the public good and shall endorse the application in the manner prescribed in this section within seventy two (72) hours, excluding weekends and holidays, after it has been filed.
2. If, as a result of such investigation, the applicant's business responsibility is found to be unsatisfactory, the Police Chief shall endorse on such application such disapproval and the reasons for the same, and shall notify the applicant that the application is disapproved and that no permit shall be issued.
3. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Police Chief shall endorse on the application such approval, and shall deliver the application to the City Clerk for issuance of the permit. Such permit shall show the name and address of said permittee, the kinds of goods to be sold thereunder, and contain the following wording: "The City of Pella, Iowa, does not endorse the products of permittee." The amount of fee paid, the date of issuance and the length of time the same shall be valid shall also be shown on the permit. Each peddler, solicitor or transient merchant shall secure a personal permit. The City Clerk shall keep a permanent record of all permits issued hereunder.
4. In no case shall a permit be issued if the applicant has not complied with the Design Permit requirements of this chapter.

122.09 PERMIT FEE.

Every applicant for a permit under the provisions of this chapter shall pay a fee upon the issuance of the permit in the amount shown on the schedule of fees in Chapter 171 of this Code of Ordinances.

122.10 BOND REQUIRED.

Before a permit under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa.

122.11 APPLICANT TO FILE SALES TAX RETURNS.

Every applicant for a permit hereunder shall file all required sales tax returns.

122.12 PERMIT EXPIRATION.

All permits issued hereunder shall expire at five o'clock (5:00) p.m. of the last day for which the permit is issued, except when the permit expires on Thursday, in which case the permit shall expire at nine o'clock (9:00) p.m.

122.13 SOLICITATION; APPROVAL BY POLICE CHIEF.

1. Any person or organization desiring to solicit donations of money or property, including solicitation by selling literature or merchandise from door to door or in any public place within the City, for charitable purposes, shall apply for approval to the Police Chief, who shall, within seventy-two (72) hours after being contacted by the said person or organization, either approve or disapprove of the solicitation. If the Police Chief disapproves of the solicitation, the Police Chief shall state in writing the reason for the disapproval and shall notify the person or organization of such disapproval and no solicitation shall be allowed. Any non-local, nonprofit charitable organization desiring to solicit donations within the City for charitable purposes shall comply with the permitting procedures set forth in this chapter; however, payment of a permit fee shall not be required.
2. If the Police Chief approves of the solicitation, the Police Chief shall, within seventy two (72) hours after being contacted by said person or organization, state in writing such approval and shall so notify the said person or organization that they may so solicit.
3. The term "charitable purposes" means any organization, campaign or project which has as its primary purpose the furtherance of science, education, philanthropy, religion, the arts or any political campaign, and which is not conducted for personal gain and no portion of the net proceeds of solicitation will inure to the benefit of any individual or shareholder. Any organization to which contributions are deductible for Federal income tax purposes shall conclusively be deemed to be within this definition.

122.14 OBSTRUCTION OF TRAFFIC PROHIBITED.

It is unlawful for any permittee to conduct business at any location, private or public, in such a manner as to hinder or obstruct the free passage of pedestrian or vehicular traffic.

122.15 EXHIBITING PERMIT.

All permittees are required to exhibit their permits at the time of initial introduction to any person in the City for the purpose of negotiating any transaction covered by this chapter. Further, it is the duty of the police of the City to require a permit to be shown by any person peddling, soliciting or canvassing who is not known by such officer to be duly permitted. Any person of whom a request is made to produce his or her permit shall do so, and the provisions of this chapter shall be enforced against any person found to be violating the same.

122.16 REVOCATION OR SUSPENSION OF PERMIT.

Permits issued under the provisions of this chapter may be revoked or suspended by the Police Chief, after notice and hearing, and for any of the following causes:

1. Fraud, misrepresentation, or incorrect statement contained in the application for permit, or made in the course of carrying on any business as solicitor, canvasser, peddler, transient merchant, itinerant merchant or itinerant vendor.
2. Any violation of this chapter.
3. Conducting the business of peddler, canvasser, solicitor, transient merchant, itinerant merchant or itinerant vendor, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.

Notice of the hearing for revocation of a permit shall be given by the Police Chief in writing, setting forth specifically the grounds or complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the permittee at his or her last known address at least five (5) days prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.

122.17 APPEALS.

Any person aggrieved by the action of the Police Chief in the denial of a permit may appeal to the Council. Such appeal shall be taken by filing with the Police Chief, within fourteen (14) days after the notice of the action complained of, a written statement setting forth fully the grounds for such appeal. The Police Chief shall forthwith transmit such notice of appeal to the City Clerk, who shall set a time and place for hearing on such appeal and notice of such hearing shall be given to the appellant in the same manner as provided above for notice of hearing on revocation.



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: I-2

SUBJECT: City of Pella Code of Ordinances 69 Parking Restrictions

DATE: April 19, 2016 (2nd Rdg)

BACKGROUND:

At the March 15th Policy and Planning meeting, Council discussed requests to change parking restrictions in the areas of the Central Business District. At the conclusion of the discussion Council directed staff to proceed with an ordinance amendment which would make the following changes to the City's parking ordinance:

700 Block of Washington

This proposed ordinance removes the three hour parking limitation from 9:00 a.m. to 6:00 p.m. except for Sundays and holidays 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. 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.

As background on this proposal, staff received a request from Dr. Allen's office to remove the three hour parking restriction for this area of the 700 block of Washington Street

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.

700 Block of Broadway

This proposed ordinance amendment removes 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 reason for this change is attributed to employees who work in the downtown area that arrive to work prior to 6:00 a.m.

ATTACHMENTS: Ordinance

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

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve ordinance.

ORDINANCE NO. 909

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 69.10, 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>
Broadway Street	Union Street	Washington Street	both

SECTION 2: 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	Broadway Street	West 1 st Street parking spaces as designated	south

SECTION 3: TEXT AMENDMENT: Chapter 69.10, All Night Parking Prohibited 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>
Broadway Street	Union Street	Washington Street	west
Broadway Street	Union Street	Liberty Street	east
Broadway Street	alley between Liberty Street and Franklin Street	Washington Street	east

SECTION 4: TEXT AMENDMENT: Chapter 69.12, Parking Limited is hereby amended by adding 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	alley between Broadway Street and West 1 st Street	West 1 st Street	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	alley between Broadway Street and West 1 st Street	south

SECTION 5: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6: 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 7: 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

JH

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
AHLERS & COONEY P C (1048)						
708308	DEV. AGREEMENT LEGAL FEES	03/29/2016	04/19/2016	23.00	04/16	132.5.08.5500.6490
708862	LEGAL EXPENSES	03/28/2016	04/19/2016	738.00	04/16	100.5.00.6320.6414
Total AHLERS & COONEY P C (1048):				761.00		
ALLIANT-IES (GAS) (1060)						
032316LIB	GAS-LIB	03/23/2016	04/19/2016	146.51	04/16	100.5.03.4000.6371
032416120TRUMA	GAS BILL- 120 TRUMAN	03/24/2016	04/19/2016	13.26	04/16	350.5.05.8330.6371
032416120TRUMA	GAS BILL- 120 TRUMAN	03/24/2016	04/19/2016	13.25	04/16	300.5.05.8130.6371
032416140TRUMA	NATURAL GAS- 140 TRUMAN	03/24/2016	04/19/2016	24.28	04/16	300.5.05.8130.6371
032416140TRUMA	NATURAL GAS- 140 TRUMAN	03/24/2016	04/19/2016	24.28	04/16	350.5.05.8330.6371
032416WTP	NATURAL GAS- WTP	03/24/2016	04/19/2016	1,348.33	04/16	300.5.05.8120.6371
0328164UNION	NATURAL GAS SERVICE- 4 UNION	03/28/2016	04/19/2016	107.14	04/16	350.5.05.8320.6371
032816PD	UTILITY - GAS EXPENSE - PD	03/28/2016	04/19/2016	583.21	04/16	100.5.01.1000.6371
032916POOL	NATURAL GAS- POOL	03/29/2016	04/19/2016	1,931.12	04/16	100.5.04.4300.6371
033016AIR	GAS BILL-AIRPORT	03/30/2016	04/19/2016	77.37	04/16	100.5.05.2200.6371
033016AIROFF	GAS BILL- AIR OFFICE	03/30/2016	04/19/2016	42.19	04/16	100.5.05.2200.6371
033016PK	NATURAL GAS- PK	03/30/2016	04/19/2016	32.12	04/16	100.5.09.4200.6371
040816MOL	NATURAL GAS- MOLENGRACHT	04/08/2016	04/19/2016	18.03	04/16	100.5.09.4250.6371
Total ALLIANT-IES (GAS) (1060):				4,361.09		
ALTHEIDE, HANNAH (5574)						
040616PD	TRAVEL - PD	04/06/2016	04/19/2016	70.02	04/16	100.5.01.1020.6260
Total ALTHEIDE, HANNAH (5574):				70.02		
AMAZON (1070)						
031016LIB	ADULT DVDS-LIB	03/10/2016	04/19/2016	244.01	04/16	151.5.03.4000.6516
031016LIB	JUVENILE DVDS-LIB	03/10/2016	04/19/2016	259.76	04/16	151.5.03.4000.6517
031016LIB	MUSIC CD'S-LIB	03/10/2016	04/19/2016	78.76	04/16	100.5.03.4000.6523
031016LIB	ADULT BOOKS-LIB	03/10/2016	04/19/2016	403.99	04/16	100.5.03.4000.6529
031016LIB	JUVENILE BOOKS-LIB	03/10/2016	04/19/2016	193.10	04/16	100.5.03.4000.6534
031016LIB	SUPPLIES-LIB	03/10/2016	04/19/2016	169.60	04/16	100.5.03.4000.6543
Total AMAZON (1070):				1,349.22		
ARNOLD MOTOR SUPPLY (1126)						
37-503450	SUPPLIES-LIB	03/29/2016	04/19/2016	9.23	04/16	100.5.03.4000.6310
Total ARNOLD MOTOR SUPPLY (1126):				9.23		
AUTHNET GATEWAY BILLING (5770)						
033116	MAR 2016 CREDIT CARD FEES	03/31/2016	04/06/2016	52.65	04/16	100.5.04.4100.6416
Total AUTHNET GATEWAY BILLING (5770):				52.65		
AW DIRECT INC (1141)						
S102400455	PICKUP ACCESSORIES - EL	04/07/2016	04/19/2016	424.44	04/16	400.5.06.8588.9660
Total AW DIRECT INC (1141):				424.44		
BAKER & TAYLOR INC-BOOKS (1158)						
2031748958	ADULT BOOKS-LIB	02/23/2016	04/19/2016	228.89	04/16	100.5.03.4000.6529
2031753285	ADULT BOOKS-LIB	02/26/2016	04/19/2016	364.50	04/16	100.5.03.4000.6529
2031760004	ADULT BOOKS-LIB	02/29/2016	04/19/2016	158.78	04/16	100.5.03.4000.6529
2031777039	ADULT BOOKS-LIB	03/03/2016	04/19/2016	129.27	04/16	100.5.03.4000.6529

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2031782289	JUVENILE BOOK-LIB	03/04/2016	04/19/2016	43.14	04/16	100.5.03.4000.6534
2031799032	ADULT BOOKS-LIB	03/10/2016	04/19/2016	187.53	04/16	100.5.03.4000.6529
2031799747	JUVENILE BOOK-LIB	03/10/2016	04/19/2016	73.14	04/16	100.5.03.4000.6534
2031799750	YP BOOKS-LIB	03/10/2016	04/19/2016	21.17	04/16	100.5.03.4000.6535
2031808453	ADULT BOOKS-LIB	03/14/2016	04/19/2016	146.09	04/16	100.5.03.4000.6529
2031813960	ADULT BOOKS-LIB	03/15/2016	04/19/2016	213.66	04/16	100.5.03.4000.6529
2031822589	JUVENILE BOOK-LIB	03/17/2016	04/19/2016	104.57	04/16	100.5.03.4000.6534
2031822641	YP BOOKS-LIB	03/17/2016	04/19/2016	20.14	04/16	100.5.03.4000.6535
2031835500	ADULT BOOKS-LIB	03/21/2016	04/19/2016	309.55	04/16	151.5.03.4000.6529
2031844779	YP BOOKS-LIB	03/24/2016	04/19/2016	10.63	04/16	100.5.03.4000.6535
2031858020	ADULT BOOKS-LIB	03/28/2016	04/19/2016	369.20	04/16	151.5.03.4000.6529
5014044724	ADULT BOOKS-LIB	03/23/2016	04/19/2016	51.26	04/16	151.5.03.4000.6529
Total BAKER & TAYLOR INC-BOOKS (1158):				2,431.52		
BEACON ATHLETICS (1194)						
455880	SOCCER NETS - PSP	03/31/2016	04/19/2016	633.36	04/16	100.5.09.4245.6558
Total BEACON ATHLETICS (1194):				633.36		
BENTLEY SYSTEMS INC (1208)						
47741167	MICROSTATION SUBSCRIPTION- EL	04/01/2016	04/19/2016	438.50	04/16	400.5.06.8588.9920
47741168	GIS SUPPLIES	04/01/2016	04/19/2016	219.25	04/16	100.5.05.6500.6540
47744060	MICROSTATION QTL- EL	04/05/2016	04/19/2016	713.34	04/16	400.5.06.8588.9920
Total BENTLEY SYSTEMS INC (1208):				1,371.09		
BINNS, ADELINE R (5793)						
69-61833-11	DEPOSIT REFUND ON 406 E 15TH AP	04/05/2016	04/19/2016	15.72	04/16	400.2210
Total BINNS, ADELINE R (5793):				15.72		
BREESE, ALEESA M (5776)						
71-1011-18	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	74.36	04/16	001.1199
Total BREESE, ALEESA M (5776):				74.36		
BRUXVOORT DECORATING (1370)						
5217	QUIET ROOM FURNITURE-LIB	03/03/2016	04/19/2016	738.00	04/16	201.5.03.7055.6750
Total BRUXVOORT DECORATING (1370):				738.00		
C L CARROLL CO INC (1407)						
12	PELLA JORDAN WELL	04/11/2016	04/19/2016	90,522.74	04/16	310.5.05.8152.6780
Total C L CARROLL CO INC (1407):				90,522.74		
CAPITAL SANITARY SUPPLY (1422)						
C204215	CLEANING SUPPLIES - LIBRARY	03/03/2016	04/19/2016	344.02	04/16	100.5.03.4000.6544
Total CAPITAL SANITARY SUPPLY (1422):				344.02		
CARPENTER UNIFORM CO (1428)						
410737	UNIFORM EXPENSE - PD	03/29/2016	04/19/2016	249.96	04/16	100.5.01.1030.6510
411010	UNIFORM EXPENSE - PD	04/01/2016	04/19/2016	164.48	04/16	100.5.01.1030.6510
Total CARPENTER UNIFORM CO (1428):				414.44		

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CDW GOVERNMENT INC (1446)						
CKQ8632	RECEIPT PRINTERS-LIB	03/15/2016	04/19/2016	738.24	04/16	151.5.03.4000.6422
CLG4789	SCANNER STANDS-LIB	03/17/2016	04/19/2016	110.01	04/16	151.5.03.4000.6422
CLK0944	SCANNERS-LIB	03/18/2016	04/19/2016	628.26	04/16	151.5.03.4000.6422
Total CDW GOVERNMENT INC (1446):				1,476.51		
CENTER POINT LARGE PRINT (1450)						
1357820	LP BOOKS-LIB	03/01/2016	04/19/2016	83.88	04/16	100.5.03.4000.6536
Total CENTER POINT LARGE PRINT (1450):				83.88		
CENTRAL TIRE & AUTO (1466)						
18481	PICKUP ALIGNMENT - EL	02/15/2016	04/19/2016	73.83	04/16	400.5.06.8588.9660
Total CENTRAL TIRE & AUTO (1466):				73.83		
CHEMSEARCH (1483)						
2225892-1	SHIPPING FOR CLEANER - PK	02/25/2016	04/19/2016	82.80	04/16	100.5.09.4200.6590
2227615	BOILER CHEMICALS-LIB	02/26/2016	04/19/2016	253.77	04/16	100.5.03.4000.6310
2256883	GLASS CLEANER - POOL	03/23/2016	04/19/2016	468.23	04/16	100.5.04.4300.6590
Total CHEMSEARCH (1483):				804.80		
CITY OF PELLA (1503)						
031016LIFT1	ELECTRIC SERVICE- 4 UNION	03/10/2016	04/19/2016	350.90	04/16	350.5.05.8320.6370
031016LIFT1	WATER SERVICE- LIFT 1	03/10/2016	04/19/2016	15.52	04/16	350.5.05.8320.6374
031116COLL/DIST	ELECTRIC- COLL/DIST	03/11/2016	03/11/2016	136.65	04/16	300.5.05.8130.6370
031116COLL/DIST	ELECTRIC- COLL/DIST	03/11/2016	03/11/2016	136.64	04/16	350.5.05.8330.6370
031116WTP	ELECTRICITY- WTP	03/11/2016	04/19/2016	70.50	04/16	300.5.05.8120.6370
031416LIFT3	ELECTRIC SERVICE- LIFT 3	03/14/2016	04/19/2016	734.90	04/16	350.5.05.8320.6370
031416WWTP	ELECTRICITY- WWTP	03/14/2016	04/19/2016	5,830.90	04/16	350.5.05.8330.6370
031416WWTP	WATER- WWTP	03/14/2016	04/19/2016	203.02	04/16	350.5.05.8300.6374
031516HOWELL	ELECTRICITY- HOWELL	03/15/2016	04/19/2016	30.90	04/16	300.5.05.8110.6370
031516HOWELLIF	ELECTRICITY- HOWELL	03/15/2016	04/19/2016	214.90	04/16	350.5.05.8320.6370
031516JORDAN	ELECTRICITY- JORDAN	03/15/2016	04/19/2016	2,590.90	04/16	300.5.05.8110.6370
031516LIFT2	ELECTRIC SERVICE- LIFT 2	03/15/2016	04/19/2016	2,238.90	04/16	350.5.05.8320.6370
031516SHALLOW2	ELECTRICITY- SHALLOW WELL 2	03/15/2016	04/19/2016	65.40	04/16	300.5.05.8110.6370
031516SHALLOW4	ELECTRICITY- SHALLOW WELL 4	03/15/2016	04/19/2016	38.90	04/16	300.5.05.8110.6370
031516SHALLOW6	ELECTRICITY- SHALLOW WELL 6	03/15/2016	04/19/2016	37.10	04/16	300.5.05.8110.6370
031516WELLFIELD	ELECTRICITY- WELL FIELD 4	03/15/2016	04/19/2016	3,170.09	04/16	300.5.05.8110.6370
031516WTP	ELECTRICITY- WTP	03/15/2016	04/19/2016	3,788.38	04/16	300.5.05.8120.6370
031616NTOWER	ELECTRICITY- N WATER TOWER	03/16/2016	04/19/2016	41.80	04/16	300.5.05.8120.6370
03312016-101	UTILITIES - 101 CLARK SUB	03/31/2016	04/19/2016	283.87	04/16	400.5.06.8588.9950
03312016-1011	UTILITIES - 1011 W 10TH SUB	03/31/2016	04/19/2016	696.15	04/16	400.5.06.8588.9950
03312016-1015	UTILITIES - 1015 ROOSEVELT SUB	03/31/2016	04/19/2016	543.27	04/16	400.5.06.8588.9950
03312016-1108	UTILITIES - 1108 VERMEER SUB	03/31/2016	04/19/2016	321.54	04/16	400.5.06.8588.9950
03312016-1875	WATER & ELECTRIC - 1875 WASH.	03/31/2016	04/19/2016	4,278.01	04/16	400.5.06.8549.9020
03312016-1875A	WATER -1875 WASH.A	03/31/2016	04/19/2016	71.77	04/16	400.5.06.8548.9030
03312016-222	UTILITIES - 222 TRUMAN	03/31/2016	04/19/2016	626.70	04/16	400.5.06.8588.9920
03312016-222A	UTILITIES - 222 TRUMAN A	03/31/2016	04/19/2016	34.83	04/16	400.5.06.8588.9920
03312016-515	UTILITIES - 515 HUBER SUB	03/31/2016	04/19/2016	492.74	04/16	400.5.06.8588.9950
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	2,468.62	04/16	100.5.08.2500.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	280.90	04/16	100.5.04.4301.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	.03	04/16	100.5.04.4301.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	622.90	04/16	100.5.05.6500.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	45.52	04/16	100.5.05.6500.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	51.00	04/16	100.5.05.6500.6375

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04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	3,502.90	04/16	100.5.04.4300.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	188.05	04/16	100.5.04.4300.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	1,210.90	04/16	100.5.04.4100.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	53.05	04/16	100.5.04.4100.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	59.50	04/16	100.5.04.4100.6375
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	754.90	04/16	100.5.00.6100.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	19.30	04/16	100.5.00.6100.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	21.25	04/16	100.5.00.6100.6375
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	2,131.10	04/16	100.5.03.4000.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	15.55	04/16	100.5.03.4000.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	17.00	04/16	100.5.03.4000.6375
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	807.40	04/16	100.5.09.4200.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	46.89	04/16	100.5.09.4200.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	34.00	04/16	100.5.09.4200.6375
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	1,500.73	04/16	100.5.01.1000.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	35.45	04/16	100.5.01.1000.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	34.00	04/16	100.5.01.1000.6375
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	739.17	04/16	100.5.02.1100.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	30.55	04/16	100.5.05.2200.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	853.00	04/16	100.5.09.4250.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	46.59	04/16	100.5.09.4250.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	947.60	04/16	100.5.09.4245.6370
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	8.65	04/16	100.5.09.4245.6374
04012016	PUBLIC AUTHORITY	04/01/2016	04/19/2016	4.90	04/16	100.5.09.4245.6374
Total CITY OF PELLA (1503):				43,576.58		
D & D PUMP INC (1624)						
8451	PARTS FOR SUMP PUMP-LIB	03/31/2016	04/19/2016	28.00	04/16	100.5.03.4000.6310
Total D & D PUMP INC (1624):				28.00		
DE HUIZEN CARPENTRY (1667)						
1680	QUIET ROOM DRYWALL-LIB	04/09/2016	04/19/2016	2,151.88	04/16	201.5.03.7055.6750
Total DE HUIZEN CARPENTRY (1667):				2,151.88		
DE JONG DOOR SERVICE (1668)						
15946	REPAIR MOLENGRACHT GARAGE DO	03/18/2016	04/19/2016	894.50	04/16	100.5.09.4250.6320
15947	2 EXTRA DOOR SPRINGS - MOLENGR	03/18/2016	04/19/2016	550.00	04/16	100.5.09.4250.6320
Total DE JONG DOOR SERVICE (1668):				1,444.50		
DE LAGE LANDEN PUBLIC FINANCE LLC (4658)						
49420635	COLOR COPIER LEASE-LIB	03/12/2016	04/19/2016	99.50	04/16	100.5.03.4000.6418
49592240	COPIER LEASE - EL	03/31/2016	04/19/2016	95.71	04/16	400.5.06.8588.9920
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	149.36	04/16	100.5.00.6100.6550
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	32.18	04/16	100.5.00.6100.6550
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	27.90	04/16	100.5.04.4100.6543
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	73.04	04/16	100.5.05.6500.6418
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	50.72	04/16	400.5.06.8549.9020
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	47.31	04/16	100.5.01.1010.6550
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	47.31	04/16	100.5.01.1030.6550
49608003	624974-COPIER LEASE	04/04/2016	04/19/2016	32.18	04/16	300.5.05.8120.6543
Total DE LAGE LANDEN PUBLIC FINANCE LLC (4658):				655.21		

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DE RUITER EQUIPMENT (1685)						
040516PSP	TRIMMER STRING - PSP	04/05/2016	04/19/2016	15.99	04/16	100.5.09.4245.6590
040716PW	CONCRETE SCREED PARTS	04/07/2016	04/19/2016	3.99	04/16	115.5.05.2100.6350
040716PWS	QUICK CUT SAW	04/07/2016	04/19/2016	32.14	04/16	115.5.05.2100.6545
30553	PART FOR PUSH MOWER	03/16/2016	04/19/2016	5.99	04/16	100.5.05.2200.6590
Total DE RUITER EQUIPMENT (1685):				58.11		
DEMCO (1724)						
5826650	LAPTOP BAR-LIB	03/15/2016	04/19/2016	2,179.75	04/16	151.5.03.4000.6422
5835208	SUPPLIES - LIBRARY	03/25/2016	04/19/2016	274.28	04/16	100.5.03.4000.6543
Total DEMCO (1724):				2,454.03		
DES MOINES REGISTER, THE (1736)						
032816LIB	1 YEAR SUBSCRIPTION-LIBRARY	03/28/2016	04/19/2016	352.03	04/16	100.5.03.4000.6537
Total DES MOINES REGISTER, THE (1736):				352.03		
DIAPER DECK (5796)						
6595	DIAPER CHANGING TABLE-LIB	03/17/2016	04/19/2016	205.00	04/16	201.5.03.7055.6750
Total DIAPER DECK (5796):				205.00		
DICKINSON CO INC (1753)						
J16031	TRAFFIC SIGNAL REPAIR - EL	03/30/2016	04/19/2016	150.00	04/16	400.5.06.8585.9030
Total DICKINSON CO INC (1753):				150.00		
DOUG'S 4-WHEELERS INC (1798)						
033116PK	DOOR OPENER - PK	03/31/2016	04/19/2016	20.00	04/16	100.5.09.4200.6330
Total DOUG'S 4-WHEELERS INC (1798):				20.00		
DOWIE PEST CONTROL (1801)						
18864	RODENT CONTROL-AIRPORT	03/22/2016	04/19/2016	100.00	04/16	100.5.05.2200.6310
18938	PEST CONTROL - APR - PD	04/04/2016	04/19/2016	30.00	04/16	100.5.01.1000.6310
Total DOWIE PEST CONTROL (1801):				130.00		
DUTCH MEADOWS LANDSCAPING INC (1832)						
1487	JEFFERSON STREET RECON	04/01/2016	04/19/2016	400.00	04/16	215.5.05.2184.6761
1488	SEED- DISTRIBUTION SHOP	04/01/2016	04/19/2016	1,700.00	04/16	300.5.05.8130.6310
1488	SEED LAWN	04/01/2016	04/19/2016	1,700.00	04/16	350.5.05.8330.6320
Total DUTCH MEADOWS LANDSCAPING INC (1832):				3,800.00		
DUTCH MILL SUPPLY (1834)						
162378	SHELVING SOCCER CONCESSION	04/07/2016	04/19/2016	13.08	04/16	100.5.09.4200.6310
162871	SHELVING SOCCER CONCESSION	04/07/2016	04/19/2016	48.00	04/16	100.5.09.4200.6310
162891	SHELVING SOCCER CONCESSION	04/08/2016	04/19/2016	7.89	04/16	100.5.09.4200.6310
Total DUTCH MILL SUPPLY (1834):				68.97		
ENVISION WARE (1903)						
INV-US-25232	SOFTWARE MAINTENANCE-LIB	03/16/2016	04/19/2016	643.79	04/16	151.5.03.4000.6422

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Total ENVISION WARE (1903):				643.79		
FARM TILE INNOVATIONS LLC (5790)						
020216PWS	STORM SEWER	02/02/2016	04/19/2016	2,072.00	04/16	115.5.05.2120.6548
Total FARM TILE INNOVATIONS LLC (5790):				2,072.00		
FASTENAL COMPANY (1929)						
IAPEA91557	SIGNAGE SUPPLIES	12/21/2015	04/19/2016	16.24	04/16	115.5.05.2100.6532
IAPEA93153	TOWEL DISPENSER	03/18/2016	04/19/2016	27.31	04/16	300.5.05.8130.6544
IAPEA93153	TOWEL DISPENSER	03/18/2016	04/19/2016	27.31	04/16	350.5.05.8330.6544
IAPEA93172	MARKING PAINT - EL	03/22/2016	04/19/2016	33.08	04/16	400.5.06.8588.9950
IAPEA93240	ALUM FLAT BAR - PSP	03/23/2016	04/19/2016	16.32	04/16	100.5.09.4245.6590
IAPEA93252	SAFETY GLASSES - PK	03/24/2016	04/19/2016	37.81	04/16	100.5.09.4200.6546
IAPEA93329	SAFETY GLASSES - PK	03/28/2016	04/19/2016	46.44	04/16	100.5.09.4200.6546
IAPEA93331	PPE	03/28/2016	04/19/2016	449.98	04/16	115.5.05.2100.6546
IAPEA93362	PPE	03/30/2016	04/19/2016	24.08	04/16	115.5.05.2100.6546
Total FASTENAL COMPANY (1929):				678.57		
FINDAWAY WORLD LLC (1948)						
180464	PLAYAWAY LAUNCHPADS-LIB	03/23/2016	04/19/2016	1,009.91	04/16	151.5.03.4000.6422
Total FINDAWAY WORLD LLC (1948):				1,009.91		
FIRE SERVICE TRAINING BUREAU (1954)						
001538	FIRE TRAINING CLASS	03/24/2016	04/19/2016	440.00	04/16	100.5.02.1100.6230
001668	FF1 CLASS	03/29/2016	04/19/2016	100.00	04/16	100.5.02.1100.6230
001704	FFII TESTING	03/30/2016	04/19/2016	150.00	04/16	100.5.02.1100.6230
001828	FFI CERTIFICATION - TRENKAMP	04/04/2016	04/19/2016	50.00	04/16	100.5.02.1100.6230
Total FIRE SERVICE TRAINING BUREAU (1954):				640.00		
FPL ENERGY HANCOCK CTY WIND (1982)						
311260	PURCHASED POWER - RESALE (WIN	04/04/2016	04/11/2016	22,654.43	04/16	400.5.06.8555.9501
Total FPL ENERGY HANCOCK CTY WIND (1982):				22,654.43		
GALE/CENGAGE LEARNING INC (2017)						
57686360	LP BOOKS - LIBRARY	03/03/2016	04/19/2016	5.25	04/16	100.5.03.4000.6536
57766666	ADULT BOOK-LIB	03/17/2016	04/19/2016	19.46	04/16	100.5.03.4000.6529
57818327	LP BOOKS - LIBRARY	03/28/2016	04/19/2016	25.49	04/16	100.5.03.4000.6536
Total GALE/CENGAGE LEARNING INC (2017):				50.20		
GLOBAL PAYMENTS GLOBAL STL (5771)						
033116	MAR 2016 CREDIT CARD FEES	03/31/2016	04/06/2016	105.32	04/16	100.5.04.4100.6416
Total GLOBAL PAYMENTS GLOBAL STL (5771):				105.32		
GONOKOBRA ENTERPRISES INC (2072)						
4632	VEHICLE EXPENSE - PD	03/31/2016	04/19/2016	52.75	04/16	100.5.01.1030.6330
Total GONOKOBRA ENTERPRISES INC (2072):				52.75		
GOODENOW, COREY (4984)						
04052016	CAFR TRAINING	04/05/2016	04/19/2016	116.64	04/16	100.5.00.6100.6260

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Total GOODENOW, COREY (4984):				116.64		
GOVERNMENT FINANCE OFFICERS ASSOC (4761)						
0102993 - 2016	GFOA MEMBERSHIP	03/31/2016	04/19/2016	150.00	04/16	100.5.00.6100.6210
Total GOVERNMENT FINANCE OFFICERS ASSOC (4761):				150.00		
GRITTERS ELECTRIC (2104)						
201807	REPAIRS	03/07/2016	04/19/2016	434.45	04/16	100.5.02.1100.6310
201909	QUIET ROOM-LIB	03/22/2016	04/19/2016	416.81	04/16	201.5.03.7055.6750
202005	BLDG MAINTENANCE	04/07/2016	04/19/2016	47.04	04/16	115.5.05.2100.6310
Total GRITTERS ELECTRIC (2104):				898.30		
GROENENDYK, ROSS A (4742)						
30-08800-01	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	4.43	04/16	001.1199
Total GROENENDYK, ROSS A (4742):				4.43		
GUIDEPOSTS PUBLICATIONS (5360)						
032816LIB	ADULT BOOK-LIB	03/28/2016	04/19/2016	17.74	04/16	100.5.03.4000.6529
040616LIB	ADULT BOOK-LIB	04/06/2016	04/19/2016	17.74	04/16	151.5.03.4000.6529
Total GUIDEPOSTS PUBLICATIONS (5360):				35.48		
HACH COMPANY (2136)						
9850725	LAB SUPPLIES - WTP	03/22/2016	04/19/2016	185.38	04/16	300.5.05.8120.6547
9852822	LAB SUPPLIES - WTP	03/23/2016	04/19/2016	20.65	04/16	300.5.05.8120.6547
9861201	LAB SUPPLIES - WTP	03/29/2016	04/19/2016	112.09	04/16	300.5.05.8120.6547
Total HACH COMPANY (2136):				318.12		
HARRISON, MORELAND, WEBBER & SIMPLOT PC (5798)						
59979	LEGAL FEES	04/01/2016	04/19/2016	9,848.00	04/16	100.5.00.6100.6431
Total HARRISON, MORELAND, WEBBER & SIMPLOT PC (5798):				9,848.00		
HAWKEYE PAVING CORPORATION (5795)						
OSKALOOSASTPR	OSKALOOSA PROJECT-PP1	04/12/2016	04/19/2016	137,302.53	04/16	215.5.05.2191.6761
Total HAWKEYE PAVING CORPORATION (5795):				137,302.53		
HAWKINS INC (2198)						
3856160RI	CHEMICALS	03/22/2016	04/19/2016	730.63	04/16	300.5.05.8120.6503
3857592RI	CHECK VALVE & HOSE ADAPTER	03/24/2016	04/19/2016	20.80	04/16	300.5.05.8120.6350
Total HAWKINS INC (2198):				751.43		
HD SUPPLY WATERWORKS (ST LOUIS) (2204)						
F311954	DISTRIBUTION SUPPLIES	04/01/2016	04/19/2016	2,408.10	04/16	310.5.05.8183.6790
F312137	DISTRIBUTION SUPPLIES	03/31/2016	04/19/2016	110.00	04/16	310.5.05.8183.6790
Total HD SUPPLY WATERWORKS (ST LOUIS) (2204):				2,518.10		
HOGAN, KYLE M (5787)						
71-10082-10	DEPOSIT REFUND FOR 350 E 13TH A	03/31/2016	04/19/2016	79.83	04/16	400.2210

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Total HOGAN, KYLE M (5787):				79.83		
HY-VEE (2328)						
4394411703	ADULT ART CLASS SNACKS - CC	04/12/2016	04/19/2016	3.99	04/16	100.5.04.4110.6544
Total HY-VEE (2328):				3.99		
IA DEPT OF NATURAL RES (2352)						
W RPR NOV2016	WATER MAIN PERMIT FEE	04/12/2016	04/12/2016	571.00	04/16	310.5.05.8183.6790
Total IA DEPT OF NATURAL RES (2352):				571.00		
IA DEPT OF PUBLIC SAFETY (2358)						
040516PD	IOWA SYSTEM APR-MAY-JUN - PD	04/05/2016	04/19/2016	1,602.00	04/16	100.5.01.1010.6403
Total IA DEPT OF PUBLIC SAFETY (2358):				1,602.00		
IA DIVISION OF LABOR SERVICES (2364)						
148947	BOILER CERTIFICATES-COMM CTR	04/05/2016	04/19/2016	80.00	04/16	100.5.04.4100.6310
Total IA DIVISION OF LABOR SERVICES (2364):				80.00		
IA RADIO PLUS (2394)						
16030326	ADVERTISING - CITIZEN POLICE ACA	03/27/2016	04/19/2016	48.72	04/16	100.5.01.1050.6402
Total IA RADIO PLUS (2394):				48.72		
IDEAL READY MIX COMPANY (2429)						
473548	CONCRETE	03/19/2016	04/19/2016	1,521.63	04/16	310.5.05.8183.6790
Total IDEAL READY MIX COMPANY (2429):				1,521.63		
IRBY (2483)						
S009481188.001	TRANSFORMER SPADE SUPPORT - E	04/01/2016	04/19/2016	159.45	04/16	400.5.06.8584.9030
Total IRBY (2483):				159.45		
JAARSMA BAKERY (2499)						
121430	CONCESSION ITEMS - SOCCER	04/09/2016	04/19/2016	35.18	04/16	100.5.09.4245.6530
Total JAARSMA BAKERY (2499):				35.18		
JOHN DEERE FINANCIAL (2528)						
2583020	SUPPLIES-LIB	03/17/2016	04/19/2016	6.96	04/16	100.5.03.4000.6310
2586367	PAINT SUPPLIES - POOL	03/23/2016	04/19/2016	12.47	04/16	100.5.04.4300.6310
2586441	PINS	03/23/2016	04/19/2016	4.38	04/16	300.5.05.8130.6544
2589482	STAPLES & WIRE - PK	03/29/2016	04/19/2016	32.47	04/16	100.5.09.4200.6590
2589913	DRILL BITS	03/30/2016	04/19/2016	11.29	04/16	350.5.05.8330.6510
2590037	RETURN WIRE - PK	03/30/2016	04/19/2016	13.99	04/16	100.5.09.4200.6590
2590528	SPREADER/SNOW	03/31/2016	04/19/2016	17.99	04/16	115.5.05.2100.6420
2594163	PPE	04/05/2016	04/19/2016	16.99	04/16	115.5.05.2100.6546
2594205	HOSE CLAMP,FITTING,COUPLER - PK	04/05/2016	04/19/2016	5.56	04/16	100.5.09.4200.6590
2594525	GRASS SEED, FERTILIZER - EL	04/06/2016	04/19/2016	199.46	04/16	400.5.06.8588.9950
2595205	COAT	04/07/2016	04/19/2016	69.00	04/16	350.5.05.8310.6544
2595236	HAZEL ST PROJECT	04/07/2016	04/19/2016	11.05	04/16	215.5.05.2184.6761
2595854	TRAILER HOOKS - PK	04/08/2016	04/19/2016	10.98	04/16	100.5.09.4200.6590
2597577	PICKUP WIRING, ACCESSORIES - EL	04/11/2016	04/19/2016	99.78	04/16	400.5.06.8588.9660

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2598391	BOLTS - EL	04/12/2016	04/19/2016	2.39	04/16	400.5.06.8588.9660
Total JOHN DEERE FINANCIAL (2528):				486.78		
JORGENSEN, MINDI J (5788)						
33-09604-29	DEPOSIT REFUND	03/31/2016	04/19/2016	6.14	04/16	400.2210
Total JORGENSEN, MINDI J (5788):				6.14		
KAMERICK, RYAN OR JORDAN (2559)						
45-06400-02	DEPOSIT REFUND	04/12/2016	04/19/2016	27.27	04/16	400.2210
Total KAMERICK, RYAN OR JORDAN (2559):				27.27		
KELLY SUPPLY CO (2579)						
8161162-0	BALLAST-LIB	03/28/2016	04/19/2016	15.38	04/16	100.5.03.4000.6310
8161276-0	WATER FILTERS - CC	04/04/2016	04/19/2016	128.27	04/16	100.5.04.4100.6590
8161399-0	BUILDING MAINTENANCE	04/08/2016	04/19/2016	17.25	04/16	115.5.05.2100.6310
Total KELLY SUPPLY CO (2579):				160.90		
KEYSTONE LABORATORIES (2590)						
1Z02269	LAB TESTING	03/30/2016	04/19/2016	440.00	04/16	300.5.05.8100.6405
Total KEYSTONE LABORATORIES (2590):				440.00		
KNIA KRLS (2630)						
16030581	ADVERTISING - OFFICER HIRING - PD	03/27/2016	04/19/2016	113.40	04/16	100.5.01.1050.6402
Total KNIA KRLS (2630):				113.40		
KOCOUR, JENNIFER (5799)						
12-01500-01	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	25.65	04/16	001.1199
Total KOCOUR, JENNIFER (5799):				25.65		
KROEZE, BETHANY A (5794)						
39-10654-09	DEPOSIT REFUND	04/06/2016	04/19/2016	17.46	04/16	400.2210
Total KROEZE, BETHANY A (5794):				17.46		
LAKESHORE LEARNING MATERIALS (5797)						
1277770316	CREATIVE PLAY DRESS UP STATION-	03/17/2016	04/19/2016	779.70	04/16	151.5.03.4000.6422
Total LAKESHORE LEARNING MATERIALS (5797):				779.70		
LAMPERT LUMBER (2653)						
9107782	LUMBER	04/01/2016	04/19/2016	12.38	04/16	350.5.05.8330.6310
9107782	LUMBER	04/01/2016	04/19/2016	12.38	04/16	300.5.05.8130.6310
9108111	HAZEL ST PROJECT	04/07/2016	04/19/2016	14.99	04/16	215.5.05.2184.6761
9108188	PPE	04/08/2016	04/19/2016	16.49	04/16	115.5.05.2100.6546
9108188	CHALKLINE REEL	04/08/2016	04/19/2016	33.99	04/16	115.5.05.2100.6545
9108307	ST SUPPLIES	04/11/2016	04/19/2016	71.35	04/16	115.5.05.2100.6545
Total LAMPERT LUMBER (2653):				161.58		
LANGER, JORDAN J (5789)						
33-09606-28	DEPOSIT REFUND	03/31/2016	04/19/2016	44.00	04/16	400.2210

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Total LANGER, JORDAN J (5789):				44.00		
LASER RESOURCES LLC (4705)						
AR366067	COLOR COPIER MAINT-LIB	03/01/2016	04/19/2016	46.59	04/16	100.5.03.4000.6418
AR369922	COPIER USAGE - EL	04/01/2016	04/19/2016	32.50	04/16	400.5.06.8588.9920
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	18.82	04/16	100.5.00.6100.6550
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	57.75	04/16	100.5.00.6100.6550
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	37.43	04/16	100.5.04.4100.6543
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	9.26	04/16	100.5.05.6500.6418
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	.22	04/16	400.5.06.8549.9020
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	26.96	04/16	100.5.01.1010.6550
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	27.01	04/16	100.5.01.1030.6550
AR369923	101596 COPIER LEASE	04/01/2016	04/01/2016	15.21	04/16	300.5.05.8120.6543
AR369979	COLOR COPIER MAINT-LIB	04/01/2016	04/19/2016	41.00	04/16	100.5.03.4000.6418
Total LASER RESOURCES LLC (4705):				312.75		
LEXISNEXIS RISK SOLUTIONS (5606)						
1536252-20160331	LEXIS NEXIS ACCURINT SYSTEM - PD	03/31/2016	04/19/2016	260.00	04/16	100.5.01.1040.6403
Total LEXISNEXIS RISK SOLUTIONS (5606):				260.00		
LISCO (2761)						
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.56	04/16	400.5.06.8549.9020
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.56	04/16	100.5.05.6500.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.56	04/16	400.5.06.8588.9920
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.56	04/16	100.5.00.6200.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.56	04/16	350.5.05.8310.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.55	04/16	300.5.05.8100.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.55	04/16	100.5.01.1010.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.55	04/16	100.5.04.4100.6373
04072016	INTERNET ACCESS	04/07/2016	04/19/2016	55.55	04/16	100.5.04.4300.6373
1627113	INTERNET-LIB	03/04/2016	04/19/2016	82.29	04/16	100.5.03.4000.6373
1630052	RDSL - POLICE	04/07/2016	04/19/2016	48.00	04/16	100.5.01.1040.6373
Total LISCO (2761):				630.29		
LOGAN CONTRACTORS SUPPLY (2769)						
K89370	CONCRETE TOOLS	03/31/2016	04/19/2016	86.50	04/16	350.5.05.8330.6510
K89370	CONCRETE TOOLS	03/31/2016	04/19/2016	86.50	04/16	300.5.05.8130.6510
K89687	CONCRETE SUPPLIES	04/01/2016	04/19/2016	76.00	04/16	115.5.05.2100.6545
Total LOGAN CONTRACTORS SUPPLY (2769):				249.00		
M&M SALES COMPANY (2794)						
265092	6284173-PRINTER MAINT	03/30/2016	04/01/2016	50.65	04/16	100.5.00.6100.6403
Total M&M SALES COMPANY (2794):				50.65		
MAHASKA BOTTLING/PEPSI-COLA (2803)						
11809210	POP FOR RESALE - SOCCER	04/06/2016	04/19/2016	658.50	04/16	100.5.09.4245.6530
11809238	POP FOR RESALE - PSP	04/07/2016	04/19/2016	1,768.80	04/16	100.5.09.4245.6530
Total MAHASKA BOTTLING/PEPSI-COLA (2803):				2,427.30		
MANATTS INC (2817)						
803252	CONCRETE FOR LL SHED - PSP	03/30/2016	04/19/2016	399.00	04/16	100.5.09.4245.6310

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Total MANATTS INC (2817):				399.00		
MANPOWER INC OF DES MOINES (5767)						
720810005	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	76.90	04/16	001.1199
Total MANPOWER INC OF DES MOINES (5767):				76.90		
MARCO INC (4674)						
INV3174689	COPIER MAINENANCE-LIB	03/04/2016	04/19/2016	52.36	04/16	100.5.03.4000.6418
Total MARCO INC (4674):				52.36		
MARION CTY BANK (2826)						
03302016	ELECTRONIC BANKING SERVICE	03/30/2016	04/01/2016	125.91	04/16	100.5.00.6310.6499
Total MARION CTY BANK (2826):				125.91		
MARTIN MARIETTA MATERIALS (2842)						
17306814	ROCK	03/28/2016	04/19/2016	577.58	04/16	350.5.05.8330.6499
17306814	ROCK	03/28/2016	04/19/2016	577.57	04/16	310.5.05.8183.6790
17307249	ROCK- PW	03/28/2016	04/19/2016	353.96	04/16	115.5.05.2100.6549
17307249	ROCK - POOL	03/28/2016	04/19/2016	202.30	04/16	201.5.04.7082.6799
17307249	ROCK - PK	03/28/2016	04/19/2016	134.36	04/16	100.5.09.4200.6590
17344301	ROCK ROADS	03/31/2016	04/19/2016	276.48	04/16	115.5.05.2100.6549
Total MARTIN MARIETTA MATERIALS (2842):				2,122.25		
MEDIACOM (5331)						
032816PD	INTERNET EXP-PD	03/28/2016	04/19/2016	135.90	04/16	100.5.01.1010.6373
Total MEDIACOM (5331):				135.90		
MENNINGA PEST CONTROL (2913)						
45894	MONTHLY SERVICE-LIB	03/18/2016	04/19/2016	42.00	04/16	100.5.03.4000.6310
46149	PEST CONTROL - EL	04/04/2016	04/19/2016	41.73	04/16	400.5.06.8588.9300
46150	BUILDING PEST CONTROL - PK	04/04/2016	04/19/2016	35.00	04/16	100.5.09.4200.6403
46183	PEST CONTROL - POOL	04/12/2016	04/19/2016	40.00	04/16	100.5.04.4300.6310
Total MENNINGA PEST CONTROL (2913):				158.73		
METERING & TECHNOLOGY SOLUTIONS (4934)						
5941	WATER METER PARTS	03/23/2016	04/19/2016	225.57	04/16	300.5.05.8140.6350
5974	WATER METERS	03/29/2016	04/19/2016	547.15	04/16	300.5.05.8140.6350
Total METERING & TECHNOLOGY SOLUTIONS (4934):				772.72		
MICROMARKETING LLC (2949)						
611600	ADULT AUDIO BOOK-LIB	03/02/2016	04/19/2016	104.59	04/16	100.5.03.4000.6518
613126	ADULT AUDIO BOOK-LIB	03/10/2016	04/19/2016	29.99	04/16	100.5.03.4000.6518
613465	ADULT AUDIO BOOK-LIB	03/15/2016	04/19/2016	74.99	04/16	100.5.03.4000.6518
613579	ADULT AUDIO BOOK-LIB	03/15/2016	04/19/2016	40.00	04/16	100.5.03.4000.6518
614291	ADULT AUDIO BOOK-LIB	03/17/2016	04/19/2016	39.98	04/16	100.5.03.4000.6518
Total MICROMARKETING LLC (2949):				289.55		
MIDTOWN TIRE COMPANY (2961)						
158156	TIRES	03/09/2016	04/19/2016	37.00	04/16	300.5.05.8130.6330

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
158156	TIRE REPAIR	03/09/2016	04/19/2016	37.00	04/16	350.5.05.8330.6330
158895	AIR COMPRESSOR	04/07/2016	04/19/2016	130.00	04/16	115.5.05.2100.6350
Total MIDTOWN TIRE COMPANY (2961):				204.00		
MIDWEST SANITATION (2981)						
04082016	GARBAGE HAULING	04/08/2016	04/19/2016	36,943.18	04/16	195.5.05.8400.6403
30468	YARD WASTE BAGS	03/31/2016	04/01/2016	475.00	04/16	195.5.05.8400.6544
Total MIDWEST SANITATION (2981):				37,418.18		
MIDWESTONE INSURANCE SERVICES (1562)						
34380	TRUCK INSURANCE	04/01/2016	04/01/2016	442.00	04/16	400.5.06.8924.9000
34407	EXCESS LIABILITY INSURANCE	04/12/2016	04/19/2016	22,967.40	04/16	410.5.06.8955.3900
Total MIDWESTONE INSURANCE SERVICES (1562):				23,409.40		
MISO ACCOUNTS RECEIVABLE (2973)						
19679	TRANSMISSION ADJ	04/05/2016	04/06/2016	.80	04/16	400.5.06.8565.9520
Total MISO ACCOUNTS RECEIVABLE (2973):				.80		
mitsubishi electric power prod (3004)						
EDD-4162	69 KV CIRCUIT BREAKERS - EL	03/29/2016	04/19/2016	341,551.00	04/16	410.5.06.8955.3900
Total MITSUBISHI ELECTRIC POWER PROD (3004):				341,551.00		
MUNICIPAL SUPPLY INC (3052)						
0617098-IN	DISTRIBUTION PARTS	03/24/2016	04/19/2016	187.50	04/16	310.5.05.8183.6790
0617316-IN	DISTRIBUTION SUPPLIES	03/28/2016	04/19/2016	1,406.50	04/16	310.5.05.8183.6790
0617619-IN	DISTRIBUTION PARTS	03/30/2016	04/19/2016	206.25	04/16	310.5.05.8183.6790
Total MUNICIPAL SUPPLY INC (3052):				1,800.25		
N C L OF WISCONSIN INC (3063)						
370372	LAB SUPPLIES - WTP	03/23/2016	04/19/2016	105.33	04/16	300.5.05.8120.6547
Total N C L OF WISCONSIN INC (3063):				105.33		
NORTHSTAR DEMOLITION AND (3090)						
13-206D-APPL9	POWER PLANT DECOMMISSIONING N	03/04/2016	04/19/2016	70,160.75	04/16	410.5.06.8953.3110
Total NORTHSTAR DEMOLITION AND (3090):				70,160.75		
OATI (OPEN ACCESS TECH INTER) (3170)						
118761	TAGGING - EL	04/01/2016	04/19/2016	481.70	04/16	400.5.06.8565.9520
Total OATI (OPEN ACCESS TECH INTER) (3170):				481.70		
OCLC (3172)						
0000455524	MONTHLY SERVICE-LIB	03/31/2016	04/19/2016	382.73	04/16	100.5.03.4000.6422
Total OCLC (3172):				382.73		
O'REILLY AUTO PARTS (3193)						
0339-352953	SHOP TOOL	04/07/2016	04/19/2016	24.99	04/16	115.5.05.2100.6510

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total O'REILLY AUTO PARTS (3193):				24.99		
OSKALOOSA HERALD (3200)						
033116P&Z	LEGAL ADVERTIESEMENTS	03/31/2016	04/19/2016	86.37	04/16	100.5.05.5000.6414
033116PD	ORDINANCE - WASHINGTON STREET	03/31/2016	04/19/2016	42.25	04/16	100.5.01.1030.6402
033116PW	WASHINGTON ST-PH LEGAL AD	03/31/2016	04/19/2016	160.04	04/16	215.5.05.2179.6761
040416LIB	1 YR SUBSCRIPTION-LIB	04/04/2016	04/19/2016	143.88	04/16	100.5.03.4000.6537
91 - A	LEGAL PUBLICATIONS	03/31/2016	04/19/2016	397.08	04/16	100.5.00.6000.6414
Total OSKALOOSA HERALD (3200):				829.62		
OUTDOOR RECREATION PRODUCTS (3208)						
9332	2 BENCHES PLAYGROUND AREA - PS	04/07/2016	04/19/2016	2,251.00	04/16	203.5.08.7226.6799
Total OUTDOOR RECREATION PRODUCTS (3208):				2,251.00		
PACE SUPPLY (3218)						
10003972	FIELD DRY - PSP	03/29/2016	04/19/2016	877.00	04/16	100.5.09.4245.6558
Total PACE SUPPLY (3218):				877.00		
PEAK SOFTWARE SYSTEMS INC. (4510)						
17068	PRINTER & SCANNER - PSP	03/25/2016	04/19/2016	807.00	04/16	100.5.04.4100.6543
Total PEAK SOFTWARE SYSTEMS INC. (4510):				807.00		
PELLA BUILDING SYSTEMS (3256)						
75-35260-00	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	39.47	04/16	001.1199
Total PELLA BUILDING SYSTEMS (3256):				39.47		
PELLA CAR CARE (3257)						
218713	SEAT BELT REPAIR #106 - PK	03/07/2016	04/19/2016	185.26	04/16	100.5.09.4200.6330
219191	OIL CHANGE #112 - PK	03/30/2016	04/19/2016	34.95	04/16	100.5.09.4200.6330
Total PELLA CAR CARE (3257):				220.21		
PELLA COOP ELECTRIC ASSN (3268)						
033116AIR	ELECTRIC BILL - AIRPORT	03/31/2016	04/19/2016	1,199.03	04/16	100.5.05.2200.6370
Total PELLA COOP ELECTRIC ASSN (3268):				1,199.03		
PELLA ENGRAVING CO (3272)						
136020	LOCKER NAME TAGS - EL	02/02/2016	04/19/2016	26.74	04/16	400.5.06.8588.9950
Total PELLA ENGRAVING CO (3272):				26.74		
PELLA GLASS/HOME IMP (3275)						
88687	PLEX GLASS SOCCER CONCESSION	04/07/2016	04/19/2016	48.75	04/16	100.5.09.4200.6310
Total PELLA GLASS/HOME IMP (3275):				48.75		
PELLA LOCK & KEY (3282)						
551777	LOCK BOXES - PK	04/01/2016	04/19/2016	142.25	04/16	100.5.09.4200.6310
Total PELLA LOCK & KEY (3282):				142.25		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
PELLA NURSERY CO (3288)						
033936	CBD TREE TRIMMING	03/25/2016	04/19/2016	5,297.25	04/16	201.5.05.7116.6790
Total PELLA NURSERY CO (3288):				5,297.25		
PELLA PRECAST PRODUCTS INC (3291)						
040516AIR	CLEAR STREAM MAINTENANCE CON	04/05/2016	04/19/2016	215.00	04/16	100.5.05.2200.6416
Total PELLA PRECAST PRODUCTS INC (3291):				215.00		
PELLA PRINTING CO (3292)						
49333	RECEIPT FORMS	04/05/2016	04/19/2016	135.39	04/16	100.5.05.5000.6543
Total PELLA PRINTING CO (3292):				135.39		
PELLA PUBLIC LIBRARY (3294)						
033016LIB	POSTAGE-LIBRARY	03/30/2016	04/19/2016	225.00	04/16	100.5.03.4000.6531
Total PELLA PUBLIC LIBRARY (3294):				225.00		
PELLA REGIONAL HEALTH CENTER (3295)						
033116PD	DETAINEE MEALS - PD	03/31/2016	04/19/2016	32.00	04/16	100.5.01.1020.6425
Total PELLA REGIONAL HEALTH CENTER (3295):				32.00		
PELLA REGIONAL HEALTH CT (3296)						
040416PK	PRE-WORK SCREEN & HEP B - PK	04/04/2016	04/19/2016	362.00	04/16	100.5.09.4200.6546
040416POOL	NEW EMPLOYEE SCREENING - POOL	04/04/2016	04/19/2016	243.00	04/16	100.5.04.4300.6546
040416PWS	PRE-EMPLOYMENT PHYSICAL-PWS	04/04/2016	04/19/2016	316.00	04/16	115.5.05.2100.6546
Total PELLA REGIONAL HEALTH CT (3296):				921.00		
PELLA RENTAL & SALES INC (3297)						
1-513762	TRENCHER RENTAL - EL	03/07/2016	04/19/2016	150.00	04/16	400.5.06.8585.9030
Total PELLA RENTAL & SALES INC (3297):				150.00		
PETTYJOHN, EZRA (5792)						
36-08900-16	DEPOSIT REFUND	04/04/2016	04/19/2016	14.81	04/16	400.2210
Total PETTYJOHN, EZRA (5792):				14.81		
PLUMB SUPPLY COMPANY (3357)						
3796722	TOILET SEAT-LIB	03/10/2016	04/19/2016	35.58	04/16	100.5.03.4000.6310
3831088	SUPPLIES	04/05/2016	04/19/2016	3.59	04/16	115.5.05.2100.6545
Total PLUMB SUPPLY COMPANY (3357):				39.17		
POOLE, JORDAN J (5791)						
57-05022-15	DEPOSIT REFUND	04/01/2016	04/19/2016	109.45	04/16	400.2210
Total POOLE, JORDAN J (5791):				109.45		
PROQUEST INFO AND LEARNING (3402)						
70394253	CATALOG COVER ART ANNUAL-LIB	03/06/2016	04/19/2016	658.00	04/16	151.5.03.4000.6422
Total PROQUEST INFO AND LEARNING (3402):				658.00		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
QUILL CORPORATION (3420)						
4048651	SUPPLIES-LIB	03/10/2016	04/19/2016	7.59	04/16	100.5.03.4000.6543
4050058	SUPPLIES-LIB	03/10/2016	04/19/2016	65.80	04/16	100.5.03.4000.6543
4404570	OFFICE SUPPLIES- PW	03/23/2016	04/19/2016	60.70	04/16	100.5.05.6500.6543
4404570	OFFICE SUPPLIES- P&Z	03/23/2016	04/19/2016	48.05	04/16	100.5.05.5000.6543
4404570	CHAIR MATS- WTP	03/23/2016	04/19/2016	69.98	04/16	300.5.05.8120.6543
90518008	RECYCLE BIN LABELS - PSP	03/30/2016	04/19/2016	63.96	04/16	100.5.09.4245.6320
Total QUILL CORPORATION (3420):				316.08		
RACOM CORPORATION (3429)						
16INV0310	UNINTERRUPTIBLE POWER SUPPLY -	03/31/2016	04/19/2016	22,336.30	04/16	100.5.01.1000.6310
5B115610	REPAIR	03/24/2016	04/19/2016	47.50	04/16	100.5.02.1100.6510
5B115743	CUBICLE WIRING - PD	03/31/2016	04/19/2016	588.00	04/16	186.5.01.1050.6512
5B115970	TELEPHONE CORDS - PD	03/24/2016	04/19/2016	50.00	04/16	100.5.01.1010.6373
5B115970	SCREWS, PORTABLE MICROPHONE -	03/24/2016	04/19/2016	72.87	04/16	100.5.01.1030.6350
Total RACOM CORPORATION (3429):				23,094.67		
RDG PLANNING & DESIGN (3444)						
30092	CONSULTING SERVICES	02/29/2016	04/19/2016	3,475.00	04/16	100.5.05.5000.6405
Total RDG PLANNING & DESIGN (3444):				3,475.00		
REGENT BOOK CO (3458)						
52903	ADULT BOOKS - LIBRARY	03/16/2016	04/19/2016	29.53	04/16	100.5.03.4000.6529
Total REGENT BOOK CO (3458):				29.53		
REINHAUSEN MANUFACTURING INC (3465)						
90312724	TRANSFORMER LTC REPAIR PARTS -	03/28/2016	04/19/2016	1,551.65	04/16	400.5.06.8592.9030
Total REINHAUSEN MANUFACTURING INC (3465):				1,551.65		
RICOH USA INC.-DALLAS (3493)						
96550300	P&Z COPIER LEASE	03/25/2016	04/19/2016	54.46	04/16	100.5.05.5000.6403
Total RICOH USA INC.-DALLAS (3493):				54.46		
ROZENBOOMS'S PEORIA TRAILER SALES (5801)						
2	FLATBED TRAILER - PK	04/11/2016	04/19/2016	3,455.00	04/16	203.5.08.7226.6799
Total ROZENBOOMS'S PEORIA TRAILER SALES (5801):				3,455.00		
RSM US LLP (5657)						
M-4778849-019	IT SERVICES	03/23/2016	04/19/2016	5,486.00	04/16	100.5.00.6200.6405
Total RSM US LLP (5657):				5,486.00		
SADLER SIGN/DESIGN (3584)						
3584	VEHICLE DECALS - EL	03/25/2016	04/19/2016	168.40	04/16	400.5.06.8588.9660
Total SADLER SIGN/DESIGN (3584):				168.40		
SIMBRO-WOODHOUSE, MARCY (3708)						
2305089	REIMBURSE WINTER COAT - PK	04/01/2016	04/19/2016	61.50	04/16	100.5.09.4200.6425

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total SIMBRO-WOODHOUSE, MARCY (3708):				61.50		
SISCO (3718)						
2213-040516F	FLEX SPENDING CLAIMS	04/05/2016	04/06/2016	354.00	04/16	191.5.08.9200.6157
2213-040516M	MEDICAL CLAIMS	04/05/2016	04/06/2016	4,534.62	04/16	191.5.08.9200.6153
2213-041216F	FLEX SPENDING CLAIMS	04/12/2016	04/12/2016	1,532.18	04/16	191.5.08.9200.6157
2213-041216M	MEDICAL CLAIMS	04/12/2016	04/12/2016	3,615.28	04/16	191.5.08.9200.6153
Total SISCO (3718):				10,036.08		
SNACK EXPRESS (5397)						
27138	CONCESSION ITEMS - SOCCER	03/30/2016	04/19/2016	3,471.60	04/16	100.5.09.4245.6530
27139	CONCESSION ITEMS - PSP	03/30/2016	04/19/2016	5,425.00	04/16	100.5.09.4245.6530
27164	CONCESSION ITEMS - SOCCER	04/05/2016	04/19/2016	300.50	04/16	100.5.09.4245.6530
27165	CONCESSION ITEMS - PSP	04/05/2016	04/19/2016	995.50	04/16	100.5.09.4245.6530
Total SNACK EXPRESS (5397):				10,192.60		
SNYDER & ASSOCIATES INC (3748)						
115.0932.01-2	GENERAL ENGINEERING	03/31/2016	04/19/2016	2,141.50	04/16	100.5.05.6500.6405
115.0932.01-2	GENERAL ENGINEERING	03/31/2016	04/19/2016	1,731.00	04/16	100.5.05.5000.6405
Total SNYDER & ASSOCIATES INC (3748):				3,872.50		
SPORTS PAGE TEAM (3777)						
1609	UNIFORM-P&Z	03/29/2016	04/19/2016	37.75	04/16	100.5.05.5000.6544
1609	UNIFORM-PW	03/29/2016	04/19/2016	42.75	04/16	115.5.05.2100.6413
Total SPORTS PAGE TEAM (3777):				80.50		
STEENHOEK APPRAISAL INC (3811)						
F16CA15P	DIV 3-WATER MAIN/RO WTP	04/01/2016	04/19/2016	1,200.00	04/16	310.5.05.8182.6727
Total STEENHOEK APPRAISAL INC (3811):				1,200.00		
STOREY-KENWORTHY CO (3834)						
OINV379087	WYPALL - PK	03/24/2016	04/19/2016	87.88	04/16	100.5.09.4200.6553
PINV374070	PAPER, DIVIDERS	03/04/2016	04/19/2016	71.99	04/16	100.5.00.6100.6543
PINV375297	DIVIDERS	03/09/2016	04/19/2016	5.74	04/16	100.5.00.6100.6543
PINV375389	RECEIPT PAPER - POOL	03/09/2016	04/19/2016	8.96	04/16	100.5.04.4100.6543
PINV375589	PEN REFILLS	03/10/2016	04/19/2016	4.56	04/16	100.5.00.6100.6543
PINV375733	LAMINATING POUCHES - CC	03/10/2016	04/19/2016	32.13	04/16	100.5.04.4100.6543
PINV375733	TOLIET PAPER, SOAP - CC	03/10/2016	04/19/2016	96.97	04/16	100.5.04.4100.6590
PINV376444	PAPER	03/14/2016	04/19/2016	73.98	04/16	100.5.00.6100.6543
PINV377123	TOLIET PAPER - POOL	03/16/2016	04/19/2016	45.90	04/16	100.5.04.4300.6590
PINV377768	CALCULATOR, BINDERS	03/18/2016	04/19/2016	167.14	04/16	100.5.00.6100.6543
PINV378046	SOAP & WYPALL - PSP	03/21/2016	04/19/2016	144.58	04/16	100.5.09.4245.6553
PINV378046	TOWELS - CC	03/21/2016	04/19/2016	90.78	04/16	100.5.04.4100.6590
PINV378310	BINDERS	03/22/2016	04/19/2016	21.12	04/16	100.5.00.6100.6543
PINV379220	INK CARTRIDGE, MISC.	03/24/2016	04/19/2016	127.10	04/16	100.5.00.6100.6543
PINV380974	PAPER, FILES	03/31/2016	04/19/2016	103.53	04/16	100.5.00.6100.6543
Total STOREY-KENWORTHY CO (3834):				1,082.36		
STRAVERS TRUE VALUE (3838)						
A224422	BUILDING SUPPLIES	02/05/2016	04/19/2016	13.78	04/16	300.5.05.8120.6590
A226160	SUPPLIES-LIB	03/16/2016	04/19/2016	1.48	04/16	100.5.03.4000.6310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
A226704	SUPPLIES-LIB	03/28/2016	04/19/2016	3.29	04/16	100.5.03.4000.6310
A227001	KEYS - POOL	04/04/2016	04/19/2016	8.50	04/16	100.5.04.4300.6590
E55265	DUST MOP - PSP	03/22/2016	04/19/2016	14.06	04/16	100.5.09.4245.6553
E55481	HAND SOAP - PD	04/08/2016	04/19/2016	75.48	04/16	100.5.01.1000.6411
Total STRAVERS TRUE VALUE (3838):				116.59		
STUYVESANT & BENTON (3860)						
11961-S	LEGAL FEES	04/05/2016	04/19/2016	2,218.33	04/16	100.5.00.6100.6414
Total STUYVESANT & BENTON (3860):				2,218.33		
SUMMIT COMPANIES (5585)						
1106981	MONTHLY INSPECTION - EL	02/11/2016	04/19/2016	55.00	04/16	400.5.06.8588.9300
Total SUMMIT COMPANIES (5585):				55.00		
TASTE OF HOME BOOKS (3897)						
040416LIB	ADULT BOOKS-LIB	04/04/2016	04/19/2016	31.98	04/16	151.5.03.4000.6529
Total TASTE OF HOME BOOKS (3897):				31.98		
TERPSTRA MASONRY (3920)						
84	MOLENGRACHT SIDEWALK REPAIR	04/08/2016	04/19/2016	7,200.00	04/16	201.5.09.7219.6790
Total TERPSTRA MASONRY (3920):				7,200.00		
THE LIBRARY STORE INC (5677)						
195230	SUPPLIES-LIB	03/15/2016	04/19/2016	109.95	04/16	100.5.03.4000.6543
Total THE LIBRARY STORE INC (5677):				109.95		
THE RESERVES AT MILL FARM (5276)						
75-21025-02	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	6.43	04/16	001.1199
Total THE RESERVES AT MILL FARM (5276):				6.43		
THOMPSON ENVIRONMENTAL CONSULT (3945)						
2016-246	IA DNR REPORTING - PP	03/31/2016	04/19/2016	1,431.00	04/16	400.5.06.8923.9820
Total THOMPSON ENVIRONMENTAL CONSULT (3945):				1,431.00		
TONY'S AUTO PARTS (3968)						
5797-212534	GLASS CLEANER - EL	03/11/2016	04/19/2016	4.84	04/16	400.5.06.8588.9660
5797-213906	FLOOR MATS - PK	03/31/2006	04/19/2016	25.99	04/16	100.5.09.4200.6330
5797-213908	HEADLINER SAVERS - PK	03/31/2016	04/19/2016	6.00	04/16	100.5.09.4200.6350
5797-214259	OIL	04/05/2016	04/19/2016	52.08	04/16	350.5.05.8300.6350
5797-214730	ST SUPPLIES	04/11/2016	04/19/2016	12.80	04/16	115.5.05.2100.6545
Total TONY'S AUTO PARTS (3968):				101.71		
TOWN CRIER (3979)						
25207	PW SUMMER EMPLOYMENT AD	03/02/2016	04/19/2016	22.00	04/16	115.5.05.2100.6402
25207	SUMMER AD - POOL	03/02/2016	04/19/2016	44.00	04/16	100.5.04.4300.6402
25207	SUMMER AD - PK	03/02/2016	04/19/2016	66.00	04/16	100.5.09.4200.6402
25373	LIFEGUARD AD - POOL	03/09/2016	04/19/2016	44.00	04/16	100.5.04.4300.6402
25374	LITTLE TYKE SOCCER AD	03/09/2016	04/19/2016	44.00	04/16	100.5.04.4443.6402
25530	ADVERTISING - POLICE OFFICER - PD	03/16/2016	04/19/2016	74.25	04/16	100.5.01.1050.6402

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
25775	SPRING BUILDING AD	03/16/2016	04/19/2016	37.50	04/16	100.5.05.5000.6414
25923	ADVERTISING - POLICE OFFICER - PD	03/23/2016	04/19/2016	74.25	04/16	100.5.01.1050.6402
26024	ADVERTISING - POLICE OFFICER - PD	03/30/2016	04/19/2016	74.25	04/16	100.5.01.1050.6402
Total TOWN CRIER (3979):				480.25		
TRANS-IOWA EQUIPMENT INC (3988)						
I7160741	SWEEPER PARTS	04/05/2016	04/19/2016	306.26	04/16	115.5.05.2100.6350
Total TRANS-IOWA EQUIPMENT INC (3988):				306.26		
TREASURER STATE OF IOWA (3991)						
6104000352	LED HOLIDAY LIGHTS TAX - EL	04/13/2016	04/19/2016	116.96	04/16	400.5.06.8938.9971
6104000352	UNDERGROUND LOCATOR TAX - EL	04/13/2016	04/19/2016	517.86	04/16	400.5.06.8584.9030
6104000352	LED FIXTURES TAX - EL	04/13/2016	04/19/2016	1,051.68	04/16	400.5.06.8585.9030
6104000352	TRUCK REPAIR TAX - EL	04/13/2016	04/19/2016	482.90	04/16	400.5.06.8588.9660
6104000352	SAFETY FOOTWEAR TAX-DAN H. - EL	04/13/2016	04/19/2016	9.80	04/16	400.5.06.8588.9720
6104000352	1ST QTR SALES TAX - EL	04/13/2016	04/19/2016	700.80	04/16	400.5.06.8930.9940
040816-1	STATE SALES TAX 1ST HALF OF APR	04/08/2016	04/08/2016	16,000.00	04/16	400.2140
040816-2	STATE SALES TAX 2ND HALF OF MA	04/08/2016	04/08/2016	15,473.33	04/16	400.2140
040816-2	STATE SALES TAX 2ND HALF OF MA	04/08/2016	04/08/2016	8,003.84	04/16	400.2141
040816-2	STATE SALES TAX 2ND HALF OF MA	04/08/2016	04/08/2016	539.89	04/16	400.2140
040816-2	STATE SALES TAX 2ND HALF OF MA	04/08/2016	04/08/2016	89.98	04/16	400.2141
040816-2	STATE SALES TAX 2ND HALF OF MA	04/08/2016	04/08/2016	.04	04/16	400.5.06.8930.9940
Total TREASURER STATE OF IOWA (3991):				42,987.00		
TRI-COUNTY VET CLINIC PC (4000)						
251166	ANIMAL CONTROL - PD	03/31/2016	04/19/2016	140.00	04/16	100.5.01.1060.6490
Total TRI-COUNTY VET CLINIC PC (4000):				140.00		
TSCHETTER, LEISHA L (5555)						
3-12100-07	DEPOSIT REFUND	04/05/2016	04/19/2016	2.47	04/16	400.2210
Total TSCHETTER, LEISHA L (5555):				2.47		
TUCKER TRUCKING, ALAN (4009)						
11143	HAUL ROCK-COLL/DIST	03/29/2016	04/19/2016	271.51	04/16	350.5.05.8330.6499
11143	HAUL ROCK-COLL/DIST	03/29/2016	04/19/2016	271.51	04/16	310.5.05.8183.6790
Total TUCKER TRUCKING, ALAN (4009):				543.02		
TWO RIVERS COOPERATIVE (4019)						
02292016 - A	REVERSE - FUEL CR BALANCE	02/29/2016	04/19/2016	24.91	04/16	100.5.02.1100.6514
02292016 - A	FUEL - FD	02/29/2016	04/19/2016	24.78	04/16	100.5.02.1100.6514
033116AIR	FUEL- AIRPORT	03/31/2016	04/19/2016	576.41	04/16	100.5.05.2200.6514
033116COLL/DIST	FUEL-COLL/DIST	03/31/2016	04/19/2016	97.18	04/16	350.5.05.8310.6514
033116COLL/DIST	FUEL-COLL/DIST	03/31/2016	04/19/2016	60.24	04/16	350.5.05.8330.6514
033116P&Z	P&Z TRUCK FUEL	03/31/2016	04/19/2016	65.47	04/16	100.5.05.5000.6514
033116PD	FUEL - PD	03/31/2016	04/19/2016	80.82	04/16	100.5.01.1070.6514
033116PD	FUEL - PD	03/31/2016	04/19/2016	1,580.47	04/16	100.5.01.1030.6514
033116PK	FUEL - PK	03/31/2016	04/19/2016	736.12	04/16	100.5.09.4200.6514
033116PK	FUEL - PSP	03/31/2016	04/19/2016	357.60	04/16	100.5.09.4245.6514
033116PWS	FUEL-PWS	03/31/2016	04/19/2016	1,829.25	04/16	115.5.05.2100.6514
033116WTP	FUEL	03/31/2016	04/19/2016	1,438.55	04/16	300.5.05.8100.6514
033116WWTP	DIESEL FUEL	03/31/2016	04/19/2016	708.00	04/16	350.5.05.8320.6370
03312016	FUEL- FD	03/31/2016	04/19/2016	18.00	04/16	100.5.02.1100.6514

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12312015	REVERSE - FUEL	12/31/2015	04/19/2016	49.69	04/16	100.5.02.1100.6514
STMT03312016-DP	DIESEL FUEL - PP	03/31/2016	04/19/2016	19,434.02	04/16	400.5.06.8547.9220
STMT03312016-EL	FUEL - EL	03/31/2016	04/19/2016	946.60	04/16	400.5.06.8588.9660
Total TWO RIVERS COOPERATIVE (4019):				27,878.91		
ULRICH MEAT MARKET (4027)						
2072	BBOA LUNCH MEETING	04/08/2016	04/19/2016	45.78	04/16	100.5.05.5000.6240
Total ULRICH MEAT MARKET (4027):				45.78		
UNITED RENTALS (NORTH AMERICA) (4037)						
135108919-001	SCISSOR LIFT CABLE	02/12/2016	04/19/2016	295.48	04/16	300.5.05.8120.6350
Total UNITED RENTALS (NORTH AMERICA) (4037):				295.48		
UNITYPOINT CLINIC - OCCUPATIONAL MED (3788)						
192797	DRUG TESTING PROGRAM	04/06/2016	04/19/2016	37.00	04/16	100.5.00.6320.6546
Total UNITYPOINT CLINIC - OCCUPATIONAL MED (3788):				37.00		
UPBEAT INC (5289)						
575424	4 BENCHES - POOL	03/28/2016	04/19/2016	2,351.71	04/16	201.5.04.7080.6727
Total UPBEAT INC (5289):				2,351.71		
UPSTART (4045)						
5820838	PRIZES FOR SUMMER READING-LIB	03/08/2016	04/19/2016	604.40	04/16	151.5.03.4000.6564
Total UPSTART (4045):				604.40		
USPS-HASLER 0008014227 (5414)						
04122016	REFILL POSTAGE METER	04/12/2016	04/19/2016	200.00	04/16	300.5.05.8100.6531
04122016	REFILL POSTAGE METER	04/12/2016	04/19/2016	180.00	04/16	195.5.05.8400.6531
04122016	REFILL POSTAGE METER	04/12/2016	04/19/2016	180.00	04/16	350.5.05.8310.6531
04122016	REFILL POSTAGE METER	04/12/2016	04/19/2016	240.00	04/16	400.5.06.8921.9020
Total USPS-HASLER 0008014227 (5414):				800.00		
VALLEY ENVIRONMENTAL SERVICES (4056)						
266688	PARTS WASHER RENT	03/31/2016	04/19/2016	24.83	04/16	115.5.05.2100.6330
Total VALLEY ENVIRONMENTAL SERVICES (4056):				24.83		
VAN GORP, TODD (5802)						
65166829	SAFETY FOOTWEAR - EL	03/26/2016	04/19/2016	185.49	04/16	400.5.06.8588.9720
Total VAN GORP, TODD (5802):				185.49		
VAN SANT COLLISION (4725)						
13764	INSTALL WINDOW - PK	03/31/2016	04/19/2016	234.00	04/16	100.5.09.4200.6330
Total VAN SANT COLLISION (4725):				234.00		
VANDER LINDEN, AUSTIN (5778)						
04122016	TRAINING	04/12/2016	04/19/2016	69.12	04/16	100.5.02.1100.6260

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total VANDER LINDEN, AUSTIN (5778):				69.12		
VANDER PLOEG BAKERY (4209)						
47518	BIRTHDAY CAKE - POOL	04/02/2016	04/19/2016	28.00	04/16	100.5.04.4300.6590
Total VANDER PLOEG BAKERY (4209):				28.00		
VAN-WALL EQUIPMENT (5434)						
154538	FUEL FILTER - PK	02/10/2016	04/19/2016	14.00	04/16	100.5.09.4200.6350
220811	OIL FILTER - PK	02/11/2016	04/19/2016	7.29	04/16	100.5.09.4200.6350
Total VAN-WALL EQUIPMENT (5434):				21.29		
VEENSTRA, STEVE (5800)						
79-10660-00	CREDIT BALANCE REFUND	04/13/2016	04/19/2016	206.35	04/16	001.1199
Total VEENSTRA, STEVE (5800):				206.35		
VERIZON WIRELESS (4957)						
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.05.5000.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.09.4200.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.05.6500.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.00.6100.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.09.4245.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.04.4100.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	54.75	04/16	100.5.02.1100.6373
9762631842	CELLPHONES	03/23/2016	04/19/2016	34.34	04/16	100.5.05.5000.6373
9762631843	INTERNET - PK	03/23/2016	04/19/2016	250.18	04/16	100.5.04.4100.6373
9762695282	MOBILE VIRTUAL PRIVATE NETWORK	03/23/2016	04/19/2016	200.07	04/16	100.5.01.1010.6373
9762695282	CELLULAR TELEPHONE SERVICE - P	03/23/2016	04/19/2016	54.75	04/16	100.5.01.1040.6373
Total VERIZON WIRELESS (4957):				922.59		
VERMEER SALES & SERVICE (4252)						
01139947	VACUUM EXCAVATOR REPAIR - EL	03/29/2016	04/19/2016	958.99	04/16	400.5.06.8588.9950
Total VERMEER SALES & SERVICE (4252):				958.99		
VILLAGE INDUSTRIAL LAUNDRY (4263)						
95590	MAT CLEANING	03/30/2016	04/19/2016	15.00	04/16	100.5.00.6100.6310
95591	TOWEL SERVICE - EL	03/30/2016	04/19/2016	15.00	04/16	400.5.06.8588.9300
95592	TOWELS - FD	03/30/2016	04/19/2016	15.00	04/16	100.5.02.1100.6413
95593	ROLL TOWELS	03/30/2016	04/19/2016	29.50	04/16	115.5.05.2100.6403
95593	UNIFORM CLEANING	03/30/2016	04/19/2016	64.00	04/16	115.5.05.2100.6413
95594	LAUNDRY EXPENSE WWTP	03/30/2016	04/19/2016	173.48	04/16	350.5.05.8310.6413
Total VILLAGE INDUSTRIAL LAUNDRY (4263):				311.98		
WESTHOFF, MALLARY (2238)						
040716POOL	REIMBURSE HOTEL FOR CONFEREN	04/07/2016	04/19/2016	468.12	04/16	100.5.04.4300.6240
041216POOL	REIMBURSE CONCESSION EQUIP - P	04/12/2016	04/19/2016	233.03	04/16	100.5.09.4245.6530
Total WESTHOFF, MALLARY (2238):				701.15		
WINDSTREAM IOWA COMMUNICATIONS (4413)						
032416AIR	PHONE BILL-AIRP	03/24/2016	04/19/2016	84.98	04/16	100.5.05.2200.6373
032416WTP	TELEPHONE-WTP	03/24/2016	04/19/2016	161.33	04/16	300.5.05.8100.6373

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
040516FAX	PHONE 0-0011 FAX	04/05/2016	04/19/2016	33.29	04/16	100.5.04.4100.6373
040516LIB	TELEPHONE-LIB	04/05/2016	04/19/2016	68.78	04/16	100.5.03.4000.6373
04052016-9901	PHONE 9901 - EL	04/05/2016	04/19/2016	28.05	04/16	400.5.06.8592.9030
04052016-9901	PHONE 9901 - EL	04/05/2016	04/19/2016	12.02	04/16	400.5.06.8562.9030
Total WINDSTREAM IOWA COMMUNICATIONS (4413):				388.45		
WOLFF, NATHAN (5197)						
040716PD	MEALS - PD	04/07/2016	04/19/2016	25.95	04/16	100.5.01.1030.6260
45-03906-19	DEPOSIT REFUND	04/05/2016	04/19/2016	128.27	04/16	400.2210
Total WOLFF, NATHAN (5197):				154.22		
XEROX BUSINESS SERVICES LLC (5353)						
1253711	CONTRACTS	04/05/2016	04/19/2016	115.00	04/16	100.5.02.1100.6543
Total XEROX BUSINESS SERVICES LLC (5353):				115.00		
ZIEGLER INC (4466)						
SW570052857	ENGINE/GENERATOR MAINTENANCE	03/29/2016	04/19/2016	2,233.34	04/16	350.5.05.8300.6350
Total ZIEGLER INC (4466):				2,233.34		
ZIMCO SUPPLY CO (4469)						
95595	FERTILIZER - PSP	03/23/2016	04/19/2016	1,662.50	04/16	100.5.09.4245.6513
95595	AMMONIUM SULFATE - PK	03/23/2016	04/19/2016	147.50	04/16	100.5.09.4200.6513
Total ZIMCO SUPPLY CO (4469):				1,810.00		
ZYLSTRA'S WELDING INC (4477)						
18339	6 BASE PLATES - PSP	03/30/2016	04/19/2016	104.85	04/16	100.5.09.4245.6590
18341	ST-25	03/30/2016	04/19/2016	16.00	04/16	115.5.05.2100.6350
Total ZYLSTRA'S WELDING INC (4477):				120.85		
Grand Totals:				1,005,546.74		

Report GL Period Summary

GL Period	Amount
04/16	1,005,546.74

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Report Criteria:

Invoice.Invoice number = {<-} "127118"
 Invoice Detail.Input date = 04/06/2016-04/19/2016

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	0	04/09/2016	74-00	SOCIAL SECURITY Pay Period: 4/9/20	100.2165	10,430.48
1	EFTPS	0	04/09/2016	74-00	SOCIAL SECURITY Pay Period: 4/9/20	100.2165	10,430.48
1	EFTPS	0	04/09/2016	75-00	MEDICARE Pay Period: 4/9/2016	100.2165	2,947.97
1	EFTPS	0	04/09/2016	75-00	MEDICARE Pay Period: 4/9/2016	100.2165	2,947.97
1	EFTPS	0	04/09/2016	76-00	FEDERAL WITHHOLDING TAX Pay Pe	100.2165	20,308.27
Total 1:							47,065.17
2							
2	IOWA DEPARTMENT OF	0	04/09/2016	77-00	STATE WITHHOLDING TAX Pay Period	100.2166	8,832.94
2	IOWA DEPARTMENT OF	0	04/09/2016	77-00	STATE WITHHOLDING TAX	100.5.00.6100.6502	.06
Total 2:							8,833.00
3							
3	IPERS	0	04/09/2016	50-01	IPERS-REGULAR Pay Period: 4/9/2016	100.2160	9,984.88
3	IPERS	0	04/09/2016	50-01	IPERS-REGULAR Pay Period: 4/9/2016	100.2160	14,985.77
3	IPERS	0	04/09/2016	50-02	IPERS-ELECTED Pay Period: 4/9/2016	100.2160	27.46
3	IPERS	0	04/09/2016	50-02	IPERS-ELECTED Pay Period: 4/9/2016	100.2160	41.21
Total 3:							25,039.32
4							
4	MUNICIPAL FIRE & POLI	0	04/09/2016	51-01	MFPRSI-POLICE PENSION Pay Period:	100.2161	3,274.42
4	MUNICIPAL FIRE & POLI	0	04/09/2016	51-01	MFPRSI-POLICE PENSION Pay Period:	100.2161	9,673.55
Total 4:							12,947.97
5							
5	ICMA-457	0	04/09/2016	52-01	ICMA RETIREMENT 457 Pay Period: 4/	100.2169	3,620.00
5	ICMA-457	0	04/09/2016	52-02	ICMA RETIREMENT 457%(GROSS) Pa	100.2169	2,163.92
Total 5:							5,783.92
6							
6	ICMA-401	0	04/09/2016	53-00	401A Pay Period: 4/9/2016	100.2167	787.38
Total 6:							787.38
7							
7	ICMA-ROTH	0	04/09/2016	52-05	ICMA ROTH IRA Pay Period: 4/9/2016	100.2171	1,207.30
Total 7:							1,207.30
8							
8	AFLAC	0	04/09/2016	42-00	AFLAC SHORT TERM DISABILITY Pay	100.2152	170.50
8	AFLAC	0	04/09/2016	45-01	AFLAC ACCIDENT-SICK Pay Period: 4/	100.2152	397.48
8	AFLAC	0	04/09/2016	45-02	AFLAC CANCER Pay Period: 4/9/2016	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	04/09/2016	43-00	SUPPLIEMENTAL LIFE INSURANCE P	100.2152	165.66
Total 9:							165.66
10	10 LINCOLN NATIONAL	0	04/09/2016	41-01	DENTAL-SINGLE Pay Period: 4/9/2016	191.4.08.9200.4795	251.40
	10 LINCOLN NATIONAL	0	04/09/2016	41-02	DENTAL-FAMILY Pay Period: 4/9/2016	191.4.08.9200.4795	1,150.52
	10 LINCOLN NATIONAL	0	04/09/2016	41-01	DENTAL	100.5.00.6100.6502	.20-
Total 10:							1,401.72
11	11 CHILD SUPPORT RECOV	0	04/09/2016	56-01	CHILD SUPPORT-FLAT AMT Pay Perio	100.2158	556.14
Total 11:							556.14
Grand Totals.							104,638.21

Report Criteria:

- Paid transmittals included
- Unpaid transmittals included

<u>Name</u>	<u>Pay Per Date</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
ACH	4/19/2016	DIRECT DEPOSITS	100.2010	131,441.39
CHECK RUN	4/19/2016	PAYCHECKS	100.2010	8,176.39
Grand Totals:				<u><u>139,617.78</u></u>
